



THE 19TH HOLE

PAVILION

RENTAL AGREEMENT

Pavilion Hours:

Sunday – Thursday: 9:00 am – 10:00 pm

Friday – Saturday: 9:00 am – 11:00 pm

The Crystal Falls 19th Hole Pavilion is a true Texas Hill Country style entertainment and party venue overlooking the 18th hole at the Crystal Falls Golf Course.

A half-day (9am – 3pm or 5pm – close) or full-day (9am – close) time block is offered for Pavilion rentals. The time block includes setup, event, and cleanup time. Rentals include use of the covered Pavilion, stone fireplace, outdoor kitchen, surrounding patio, parking lot and adjacent restrooms. Lessee agrees to be present during the entire event. Reservations should be made at least 10 business days in advance of the intended use.

Hours of Operation:

The Pavilion is available 7 days a week from 9 am to 10 pm Sunday-Thursday, and 9am to 11 pm Friday/Saturday. **Facility open and close times are strictly enforced. Failure to adhere to rental times will result in additional fees.**

Limits of Occupancy:

Pavilion functions may consist of no more than 200 guests.

Reservations:

Reservations are on a first-come, first-served basis. Reservation form and payment must BOTH be deposited with Crystal Falls HOA (CFHOA) to reserve space. Reservations may not be assigned to another party without the prior written consent of the CFHOA. A copy of the reservation form will be mailed once executed by the CFHOA as confirmation of the reservation. Claimed reservations not evidenced by a fully executed Reservation Form will not be honored. Lessees and their guests may not access the reserved space prior to their scheduled time, nor remain after their scheduled time. CFHOA reserves the right to refuse an application at the sole discretion of the Board of Directors, with no reason being given. A reserved event may be terminated during its execution if, 1) in the judgment of the management, it poses a threat of harm to property, persons, or loss of quiet enjoyment by members of the CFHOA, or 2) Lessee or guests do not follow the rules and procedures in this document.

Please sign the Rental Agreement and return it along with the appropriate fees and deposits, made payable to "Crystal Falls HOA", to the address at the bottom of this page.

Crystal Falls HOA

901 Crystal Falls Pkwy, Ste 203, Leander, TX 78641
Phone 512-986-7444 Assistant@CrystalFallsHOA.com

PAVILION RENTAL FEES

Day of Week	Cost for Non-Members	Cost for HOA Members*
Monday – Thursday	\$750 half day; \$1500 full day rental + \$100 non-refundable fee + \$250 refundable security deposit	\$75 half day; \$150 full day rental + \$100 non-refundable fee + \$250 refundable security deposit
Friday	\$1250 half day; \$2000 full day rental + \$100 non-refundable fee + \$250 refundable security deposit	\$125 half day; \$200 full day rental + \$100 non-refundable fee + \$250 refundable security deposit
Saturday & Sunday	\$1500 half day; \$3000 full day rental + \$100 non-refundable fee + \$250 refundable security deposit	\$150 half day; \$300 full day rental + \$100 non-refundable fee + \$250 refundable security deposit

*Members of Crystal Falls HOA in good standing will receive a 90% discount for personal parties at which they will be present. **Members who reserve for non-members hereby authorize the HOA to charge their account the full rate.**

** Members of Crystal Falls HOA in good standing can rent the pavilion for \$50 with no cleaning charge for *meetings* with a duration of 2 hours maximum Monday-Thursday with a "leave no trace" policy and no food/beverages to be served. Does not apply during holidays. Members will be charged full rate if function is not a valid meeting or if food/beverages are served.

FEES & PAYMENT TERMS:

The rental fee is due 30 days prior to the event date. If the event is booked within 30 days of the event date, the full Rental Fee is to be paid when the signed Rental Agreement is returned. Failure by the Lessee to pay any fees on the Rental Agreement by their due dates will be grounds for cancellation.

SECURITY DEPOSIT

A \$250 refundable security deposit will be due at the time of signing this Rental Agreement in addition to 50% of the designated rental fees. Deposit refunds are issued by CFHOA and will be processed within 2 weeks after the qualifications below have been met. Any damage, excessive cleanup, unapproved building usage, extra time to depart, and unusual maintenance required after the event will be deducted from the security deposit. Lessee agrees to pay all costs of damage above the amount of the security deposit, including replacement cost and labor. In the event of a dispute, the Board of Directors will be the final authority to determine if the forfeited deposit or amount charged to the Lessee for damages is fair and reasonable.

CANCELLATION

In the event of a reservation cancellation by Lessee, CFHOA reserves the right to retain some or all of the deposit and rental fees paid to date, as outlined below:

For cancellations within **60 days of the event date**, CFHOA shall retain the \$250 security deposit.

For cancellations within **30 days of the event date**, 50% of the rental fee as well as the security deposit is forfeited.

Any cancellations must be provided in writing to CFHOA. Incidental charges relating to the execution of the Rental Agreement will be deducted from any deposits refunded.

SETUP & DECORATIONS

CFHOA reserves the right to make adjustments and changes in any setup arrangements for safety requirements. Lessee may not physically alter the existing Facility. No staples, tacks, duct tape, or nails may be used to attach decorations. Surfaces must not be marred in any way. No paint/stain/dye may be applied to any surface. Any electrical extension cords must be heavy-duty outdoor GFCI cords. No open flames are permitted. Candles are not permitted - the only exception is candles on cakes, which should burn no more than a few minutes. Ledges are provided on the fireplace and hearth for decorations to fit the theme of the event. Deliveries must be coordinated with CFHOA prior to date of event. **No rice, birdseed, artificial or**

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real flower petals, silly string, glass bottles, confetti, fireworks, or other items requiring time-intensive cleanup will be allowed inside or outside the facility. CFHOA staff is not responsible for setting up any decorations. CFHOA does not provide chairs, tables or other removable items.

OUTSIDE CONTRACTORS / THIRD PARTY SERVICE PROVIDERS

Lessee shall have the right to hire outside vendors, **with the exception of cleaning personnel.** Lessee must provide a full list of all vendors that wish to enter the property for the event as well as their proof of insurance to CFHOA 30 days prior to the event. The vendor is subject to all rules and regulations required of vendors doing business on the property of CFHOA. If a vendor refuses or fails to comply with any of the terms and conditions specified by CFHOA, that vendor will not be allowed on the property at the time of the event. CFHOA is not responsible for hired vendors' actions leading up to and occurring on the day of the event.

ALCOHOLIC BEVERAGES

For liability purposes, a bonded security officer must be present at all times if there is alcohol at the event. It is the responsibility of the Lessee to obey all applicable laws. No alcoholic beverages are permitted by law to be sold at any community facility. Lessee may furnish alcoholic beverages, but persons under the age of twenty-one (21) and intoxicated persons must not consume such beverages. For safety reasons, no glass bottles are permitted. Noncompliance may result in termination of the event and forfeiture of deposit in addition to other fees. By signing this Rental Agreement, Lessee acknowledges that CFHOA is not liable for any person's consumption of alcoholic beverages. Lessee is responsible for monitoring the condition of guests and preventing any intoxicated persons from driving. A Certificate of Insurance for the event is required if alcohol is being served to more than 150 guests.

CONDUCT

No destructive activities, profanity, disorderly, dangerous or offensive conduct permitted. No firearms permitted on the premises, other than those carried by a duly sworn officer of the law on duty. No throwing, discharging, firing or propelling by any means any missile including, but not limited to, firearms, pellet guns, air guns, fireworks, bows and arrows, blowguns, slingshots, stones, darts, knives, spears and javelins. No glass bottles. No motor driven vehicles or equipment allowed on grassy or unpaved areas, or on any of the rock patios. Violators may be towed at owner's expense. No signs or advertising may be placed on CFHOA property. No smoking in restrooms. All trash must be collected and disposed of in the receptacles provided. No pets allowed. Lessee is responsible for the conduct of their guests.

MUSIC

No amplified or live music that 1) creates vibrations apparent to a person of normal sensitivities beyond the boundaries of the property, 2) promotes violence or illegal or abusive behavior, 3) is coming from a vehicle and is audible or causes a vibration, or 4) does not comply with the City of Leander noise ordinance. ***Music shall cease 30 minutes prior to the end of the scheduled event.***

SECURITY PERSONNEL

For liability purposes, a bonded security officer must be present at all times if there is alcohol at any event. For events over 75 guests (including children), **two** officers are required to ensure the safety of the guests.

PARKING

Parking is available in designated areas only. Parking lot is for Pavilion and tennis court use only. No overnight parking of vehicles. CFHOA is not responsible for theft or other damage to any vehicle, or possessions therein, during, prior, or after the event.

SMOKING

Due to danger of fire on the property, smoking is discouraged. If smoking is allowed during the event, Lessee is responsible to ensure that precaution is taken to prevent fires, and smoking refuse is properly and safely disposed of.

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CLEAN UP

All decoration supplies and trash must be picked up and deposited by Lessee in the Facility trash containers. Facility must be left as it was found. Lessee is responsible for removal of all smoking refuse. Smoking refuse must not be emptied into trash receptacles due to fire hazards. Failure to complete any of these tasks will result in a partial or complete loss of security deposit. CFHOA is not responsible for personal property lost, stolen, or left in parking lot or any of the property facilities or grounds. CFHOA is not responsible for any items brought in by client or vendors and assumes no liability for any items. The client will be billed for damages or missing items belonging to CFHOA. **The Lessee is responsible for communicating these parameters to their vendors.**

HOLDOVER

The Facility must be vacated by Lessee's vendors, all personal belongings and items pertaining to the function must be removed, and all clean up completed by the end of the scheduled time block. Failure to comply will result in a penalty of \$100 per hour each hour thereafter.

DAMAGE

CFHOA staff and Lessee will inspect for damages and condition within 48 hours after the event. Damages to the Facility shall be paid for in full by Lessee. Lessee is responsible for any and all damages to the Facilities caused by the Lessee or anyone associated with the Lessee's use of the Facility. Any CFHOA Member whose damages exceed the security deposit agree that amounts not paid will be added to their CFHOA account.

INSPECTION & LIABILITY

CFHOA reserves the right to inspect and control all private functions and will not assume liability for 1) any personal property or equipment of Lessee, Lessee's guests, invitees brought to the property, or Contracted Vendors, or 2) any injury to Lessee, Lessee's guests, invitees brought to the property, or Contracted Vendors. Lessee hereby indemnifies, defends, and holds CFHOA harmless from any and all claims, actions, damages, liabilities, costs, and expenses arising out of any such event.

CFHOA makes no warranty or representation regarding the physical condition of the facilities, fixtures or personal property within the facilities or their safety, security or suitability for use. No oral representation by the CFHOA or their staff shall constitute any kind of warranty whatsoever. Lessee acknowledges that use is at their own risk and that CFHOA shall not be liable to any party for damage to person or property caused by any act, omission or neglect of lessee or their guests, invitees, agents, employees, contractors or any third party.

INDEMNIFICATION

To the fullest extent permitted by law, Lessee hereby indemnifies, protects, holds harmless and defends CFHOA and their respective officers, directors, employees, and agents from and against all claims, demands, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs and expenses, including court costs and attorneys' fees of any nature, kind or description, whether arising out of a cancelled reservation, contract, tort, strict liability, misrepresentation, violation of applicable law and/or any cause whatsoever, including, without limitation, claims for injuries to or death of any person, or damages to or loss of property of any person or entity directly or indirectly (collectively, "Liability") arising out of, caused by, in connection with, or resulting from Lessee's reservation and use of the facilities. Lessee expressly agrees that this indemnity and hold harmless provision shall apply where Liability arises in whole or in part from the negligence of CFHOA or their respective officers, directors, employees and agents. This provision shall survive the termination of this agreement.

NOISE ORDINANCE

All events are subject to the City of Leander Noise Ordinance (Article 8.6;Section 8.601 of City of Leander Ordinances). Noise nuisance is defined as "any unreasonably loud, disturbing or unnecessary noise which causes material distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity

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thereof, or any noise of such character, intensity and continued duration which substantially interferes with the comfortable enjoyment of private homes by persons of ordinary sensibilities" and is prohibited.

Any violation of this Noise Ordinance shall be the complete responsibility of the Lessee. **Upon violation of this ordinance, use of the Facility may be cancelled immediately and all monies forfeited. All music must cease 30 minutes prior to the end of the time block. Failure to comply will result in loss of security deposit and/or fines.**

VIOLATIONS

Violations of rules and regulations for use of the Crystal Falls 19th Hole Pavilion may place the Lessee on the ineligible list for future use and result in fines and cancellation of event with no refund.

This Agreement is binding. No agreements, verbal or otherwise shall be honored or deemed valid unless a formal amendment to this contract is made and signed by both parties. If this Agreement is signed in the name of a corporation, partnership association, club or society, the person signing represents and warrants to CFHOA that he/she has full authority to sign such a contract, and in the event he/she is not authorized, that he/she will be personally liable for the faithful performance of this Agreement.

ACKNOWLEDGEMENT

Lessee hereby acknowledges receipt of the Crystal Falls 19th Hole Pavilion Rental Agreement, and hereby agrees to abide by the rules and to inform their family, guests, invitees, agents, contractors, vendors, and employees that their compliance with the Rules is also required.

SPECIFIC TYPE OF EVENT: _____

LESSEE PRESENT AT EVENT: _____

TIME PERIOD TO BE RESERVED:

MORNING OF _____ (9 am to 3 pm)

AFTERNOON OF _____ (5 pm to close)

FULL DAY ON _____ (9 am to close)

Signature of Lessee _____ Date _____

Printed Name of Lessee _____ Phone _____

Address _____ Email _____

<u>CHECK #</u>	<u>AMOUNT</u>
_____	\$250 Refundable Security Deposit (due w/application) SEPARATE CHECK BY ITSELF
_____	\$_____ 50% Rental Fee, (due w/application)
_____	\$_____ 50% Rental Fee (due 30 days before event)
_____	\$100 Admin Fee (due 30 days before event)

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CRYSTAL FALLS HOA
FACILITIES USE AGREEMENT

This Crystal Falls HOA Facilities Use Agreement ("Agreement") is made and entered into this ____ day of _____, 20__ by and between _____ [printed member name] ("Member") and Crystal Falls Home Owners Association, Inc. ("The ASSOCIATION"), a Texas not-for-profit corporation.

1. **"As Is Condition"; Own Risk.** The ASSOCIATION makes no warranty or representation regarding the physical condition of the facilities, the furniture, fixtures and other personal property within the facilities or their safety, security or suitability for use. No oral representation by Crystal Falls Home Owners Association, Inc. or their staff shall constitute any kind of warranty whatsoever. Member acknowledges that Member's use is at their own risk and that The ASSOCIATION shall not be liable to Member or to Member's family, guests, invitees, agents and employees or any third party for any damage to person or property proximately caused by any act, omission or neglect of Member or Member's family, guests, invitees, agents and employees or any third party. Member further acknowledges and agrees that The ASSOCIATION is not responsible for damaged, lost or stolen personal property.

2. **Indemnity.** To the fullest extent permitted by law, Member hereby does and agrees to indemnify, protect, hold harmless and defend The ASSOCIATION and their respective officers, directors, employees and agents from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs and expenses, including court costs and attorneys' fees of any nature, kind or description, whether arising out of a cancelled reservation, contract, tort, strict liability, misrepresentation, violation of applicable law and/or any cause whatsoever, including, without limitation, claims for injuries to or death of any person, or damages to or loss of any property of any person or entity directly or indirectly (collectively, "Liability") arising out of, caused by, in connection with, or resulting from Member's reservation and Member's Use of the Facilities. Member expressly agrees that this indemnity and hold harmless provision shall apply where Liability arises in whole or in part from the negligence of the Crystal Falls Home Owners Association, Inc. or their respective officers, directors, employees and agents. This provision shall survive the termination of this Agreement.

3. **Release.** Member hereby releases The ASSOCIATION and their respective officers, directors, employees and agents from liability for any claims with respect to the Facilities, including negligence of the Crystal Falls Home Owners Association, Inc. This provision shall survive the termination of this Agreement.

4. **Acknowledgement of Receipt of Rental Agreement.** Member hereby acknowledges receipt of the attached Rental Agreement ("Agreement") and hereby agrees to abide by the Agreement and to inform their family, guests, invitees, agents and employees of Member who use the Facilities of the Agreement and that their compliance with the Agreement is also required. Member further agrees to be held responsible for any infractions of their guests. Member hereby agrees to clean the Facilities to meet or exceed the state at which they were entered, within their reserved time period, including, but not limited to, removal and disposal of all event-associated trash from the reserved area or any community common area.

Member Signature

Printed Name

CFHOA Representative Signature

Printed Name