



CRAIG RANCH

The Retreat Reservation and Rental Policies and Procedures

Approved by: The Retreat Board of Directors March 1, 2018

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Introduction

Purpose

The purpose of this policy is to define the policies and procedures for reservation and rental of The Retreat at Craig Ranch Condominium Association (The Retreat) Amenity Center.

General

The Retreat Board of Directors is responsible for setting policies related to reservation and rental of Amenity Center. The Retreat Board of Directors retains the right to approve or deny any usage of the Amenity Center for just cause or reason. Any questions as to the meaning of any part of this policy to include appendices should be submitted to the Association staff.

The following facilities are not available for reservation or rental usage:

Outdoor Patio

Second Floor of Amenity Center

Swimming Pool – **NO POOL PARTIES**

The Retreat Residents will still have access to the amenities located on the second floor. However, Residents are required to be respectful and undistruptive while using the amenities.

Facility Scheduling

To properly schedule a private rental, contact the Association staff. Reservations and Rentals are for the specific area indicated on the rental contract and do not allow for the use of other areas. Reservations can be made no more than 180 days in advance. Only Residents are eligible to reserve or rent facility.

Residents are allowed no more than four reservations per calendar year and no more than two per six months' period.

Reservations can only be scheduled during the operating hours of 7:30 am to 11:00 pm; any reservation request for more than four hours is subject to approval by The Retreat Board of Directors before the reservation can be secured.

Levels of Hierarchy

In establishing schedules, the Association staff shall prioritize requests based on the following hierarchy:

Social Committee – All regularly scheduled meetings or activities of the social committee will be coordinated through the Association staff on an annual basis. Any change from the regular schedule must be pre-approved before it may be changed and rescheduled.

Interest Groups – All regularly scheduled meetings or activities of the interest groups will be coordinated through the Association staff on an annual basis. Any change from the regular schedule must be pre-approved by the Association Staff before it may be changed and rescheduled.

Private Events – The Retreat Residents may rent the facility for a private event, after completing the appropriate paperwork and paying the appropriate security deposit/rental fees. Some private rentals require approval by The Retreat Board of Directors. Private functions are prohibited if

for, use of business, charitable organization, fundraisers, civic, church or other third party organizations.

Profit-Generating Opportunities

Profit-generating opportunities are defined as the selling of goods or services, intentional or otherwise. Selling goods or services is prohibited. Private functions are prohibited if for, use of business, charitable organization, fundraisers, civic, church or other third party organizations.

Changes to Rental Agreement

Any changes in date, time or facility must be delivered in writing to the Association office. There is no guarantee that additional facility and equipment will be available if the original agreement must be altered for any reason.

Payment

Payment in full for all rental fees is due when the Rental Agreement is signed. No exceptions will be made. Reservations will not be made without payment in full.

Eligibility

Requests

If there is a conflict between two reservations, the parties should try and resolve the conflict among themselves. If the conflict cannot be resolved the Association staff will evaluate the following factors in the event of multiple conflicting requests:

- Level of hierarchy
- Date and time request made
- Size of the group/reserving party
- Meeting time
- Length and frequency of meetings
- Group or organization's regularly scheduled meetings

Reservations

All Residents seeking reservations and rentals must sign a Reservation/Rental Contract and have prior approval by the Association staff. Only The Retreat Residents in good standing with the Association are authorized to reserve or rent the Amenity Center. The phrase "in good standing" means The Retreat Residents who:

- a) Are current with their Association assessments or other fees;
- b) Do not currently have unpaid fines assessed against their account;
- c) Do not currently have property violations; and
- d) Do not have pending litigation with the Association.

All reservations and rentals must also review and agree to The Retreat Rules and Guidelines. Rentals and reservations must include adequate time for decorating and setting up personal items before the event starts as well as clean-up and removal of personal items after the event. Due to the number of facility requests, all reservations must begin and end at the time indicated on the Rental Agreement. Failure to comply could result in loss of deposit. Rental time begins when the renter or any member of

their party enters the facility to begin set-up and ends when the final member of the renting party departs after clean-up.

Reservations are not allowed to be held on the following holidays:

- a) New Year's Eve;
- b) New Year's Day;
- c) Easter Sunday;
- d) Memorial Day and Memorial Day weekend (Saturday and Sunday prior);
- e) Saturday & Sunday before and after Fourth of July and if holiday falls on weekend the Saturday and Sunday surrounding
- f) Labor Day and Labor Day weekend (Saturday and Sunday prior);
- g) Thanksgiving Day, Day After Thanksgiving "Black Friday";
- h) Christmas Eve;
- i) Christmas Day

These times are reserved for the general use of all residents or planned Community Events.

Disclosure

The renting/reserving party must disclose all requested information on the Rental Agreement. Failure to disclose information or falsifying information will result in forfeiture of all reservation/rental privileges. Falsification of the stated purpose of rental constitutes fraud resulting in a fine determined by The Retreat Board of Directors.

Violations

Conduct

The Resident that rents or reserves the facility is responsible for the actions and any damages caused by the Resident's guests. Improper conduct toward or abuse of members, Residents, guests and/or Association staff will not be tolerated. The Resident is also responsible to ensure the noise level of the activity or event is not a nuisance to any of the surrounding neighborhood. Complaints about the activity or event may constitute the removal of the offending individual(s) or termination of the activity or event. The Board of Directors may choose to discipline the Resident, who represents the abusive individual, up to and including suspension of membership privileges.

Facility

Capacity

Maximum capacity and other factors (i.e. number of folding chairs) will dictate the number of people the facility can accommodate. The number of event participants must not exceed the established capacity. No more than 50 participants may attend any rental function. Failure to comply will result in loss of deposit.

Any reservation request for more than 25 guests is subject to the approval of The Retreat Board of Directors.

Rentals taking place from the second Saturday in November through the second Saturday in January are permitted to utilize five parking spaces at the Amenity Center and eight guests parking spaces throughout the community. Any additional parking spaces needed must be secured offsite and

communicated to all guests prior to the rental date. Failure to comply with the parking restrictions will result in a fine determined by The Retreat Board of Directors and/or towing.

Event

Facility Set-Up

It is the responsibility of the reserving party to set-up and take down all requested tables and chairs. Set-up must adhere to all fire codes and safety laws and must not block or impede the flow of traffic in or out of any exit to or from a facility. Furniture, tables, and chairs cannot be moved outside of the facility. The existing tables and chairs, including folding tables and chairs, are available at no additional cost to the reserving party. However, use of folding tables and chairs must be noted on the Rental Agreement. The Association is not liable for persons who are injured as a result of the moving of any furnishings.

Storage & Deliveries

Storage space is not available. The Association accepts no responsibility for delivery/pick-up and does not have space to store items prior to or following a scheduled event. The reserving party is responsible for making arrangements for deliveries and pick-up of the deliveries. The Association is not responsible for any damage to a delivery. Delivery and pick-up must be completed during the scheduled rental time. If a delivery or pick-up is made before or after the scheduled rental time, the reserving party will be charged for the additional time that the room is occupied by the delivery.

Decorations

Any decorating is the responsibility of the individual reserving or renting the facility. Tacks, certain tapes, nails, staples, or attachments by other means may not be used on walls, windows or tables. Additional fees, as determined by The Retreat Board of Directors, will be charged if repairs are required. **Candles are strictly prohibited.** Existing facility décor cannot be removed or altered in any way.

Alcohol

Intoxication is strictly prohibited. Alcoholic beverages may be brought into the facility by individuals for “BYOB” (bring your own beverage) events. Alcohol may be served only to persons twenty-one (21) years of age or older. Individuals under the age of twenty-one (21) are prohibited from consuming alcohol at the facility. The reserving party acknowledges that the Association does not hold or maintain a liquor license, and permission to serve alcoholic beverages through a licensed caterer does not constitute a liquor license. The reserving party is solely responsible for compliance with the liquor license laws of the State of Texas.

Cleaning

Facility Cleaning

A detailed facilities checklist is provided on-site and must be completed by the reserving party immediately before and after the event. The reserving party is required to clean up and remove all trash from the reserved facility as well as any surrounding areas that guests used. The refrigerator must be cleaned out with exception of ice. The reserving party is responsible for leaving the facility in the condition in which it was provided. It is the responsibility of the reserving party to take down and put away all requested tables and chairs. A voluntary committee of Residents will inspect the facility prior to and after all rentals. The clean-up checklist must be completed and left inside the Association facility for the follow up by the committee member. Failure to leave the facility in the condition in which it was provided will result in forfeiture of the deposit and The Board of Directors may choose to discipline the

Resident to include suspension of membership privileges.

Deposit

Rentals for Residents' private events require a deposit of \$250.00. Board, interest group and social committee events do not require a deposit. The renting party will be responsible for damages or cleaning costs above and beyond the deposit. If the deposit is not sufficient to cover the repairs of any damage or cleaning necessary after the rental and the renting party fails to pay the additional expenses, the Association may engage any or all of the following remedies: the suspension of member privileges, or undertake any additional enforcement actions and other remedies permitted to the Association under the The Retreat at Craig Ranch Condominium Association Master Covenant, the Association Fine and Enforcement Policy, any other Association rules and policies and/or Texas law if deemed warranted by the Association. The deposit, less clean-up or damage charges, will be refunded within 30 business days after the rental. The deposit is due when the Rental Agreement is signed. No exceptions will be made.

The Association reserves the right to retain the deposit if all of the Facility Rental and Reservation Policies are not adhered to properly.

Disclaimer

The Association's Board of Directors reserves the right to modify or amend the policies, rates and appendices stated here at any time.

Rental Agreement

Requester's Name: _____

Requester's Address: _____

Primary Phone Number: (____) _____ - _____ Alternate Phone Number: (____) _____ - _____

Email Address: _____

Type of Event: Private Rental Other

Name/Description of Event: _____

Estimated Attendance: _____

Offsite Parking Confirmed: _____

(Documentation of secured off-site parking required for reservations of 25 or more guests)

Event Date: _____	
Set Up Start Time: _____ <input type="checkbox"/> AM/ <input type="checkbox"/> PM	Event Start Time: _____ <input type="checkbox"/> AM/ <input type="checkbox"/> PM
Clean-up End Time: _____ <input type="checkbox"/> AM/ <input type="checkbox"/> PM	Event End Time: _____ <input type="checkbox"/> AM/ <input type="checkbox"/> PM

Use of Existing Tables: _____ Yes/No Use of Existing Chairs: _____ Yes/No

Use of Folding Tables: _____ Yes/No Use of Folding Chairs: _____ Yes/No

I have read and agree that I am responsible for ensuring that I and my guests, attendees, vendors, contractors, etc., will abide by ALL The Retreat at Craig Ranch Condominium Association (the "Association") rules, terms and conditions, as stated in this Agreement and the Reservation and Rental Policies and Procedures, and pursuant to the Craig Ranch Community Association Master Covenant, the Community Manual and all other governing documents, rules and policies and applicable law governing Craig Ranch. I also understand that I am responsible for any fines and/or damage charges levied as a result of inadequate cleaning or damage to Association property, stolen property or behavioral violations by any attendees of my event. I HEREBY RELEASE, ON BEHALF OF MYSELF AND ON BEHALF OF MY GUESTS, ATTENDEES, VENDORS, CONTRACTORS, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, THE ASSOCIATION, AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM LIABILITY FOR ANY CLAIMS WITH RESPECT TO THE EVENT AND ACKNOWLEDGE MY ASSUMPTION OF LIABILITY FOR ANY LOSS OR DAMAGE TO ASSOCIATION PROPERTY OR OTHER ASSOCIATION PROPERTY ARISING OR RESULTING FROM THE EVENT.

Signature

Date

Please complete the additional questions on the reverse side of this form.

Will your event consist solely of The Retreat Residents? YES NO

Will your reservation/rental be open to all The Retreat Residents? YES NO

Will you be using any vendors (caterer, entertainment, etc.) during your reservation/rental? YES NO

If yes, what services will be provided and by whom? _____

Will refreshments be provided during your reservation/rental? YES NO

Will alcohol be served during your reservation/rental? YES NO

If yes⁽¹⁾, how will be it served? BYOB

Will you be decorating the facility during your reservation/rental? YES NO

If yes⁽²⁾, what types of decorations? If any decorations will be attached to any surface, please explain how they will be attached. _____

⁽¹⁾ Please refer to the “Alcohol” section of the Reservation and Rental Policies and Procedures.

⁽²⁾ Please refer to the “Decorations” section of the Reservation and Rental Policies and Procedures.

FOR ASSOCIATION OFFICE USE:

Staff Member Signature

Date & Time Received

Fees Collected:

Check #: _____

Deposit: _____

Receipt #: _____

Other: _____

TOTAL: _____

Event Approved By

Date & Time Approved