

**COMPASS EVENT CENTER**  
**7225 Henneman Way**

**FACILITIES USE AGREEMENT**

This Facilities Use Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **CRAIG RANCH COMMUNITY ASSOCIATION** ("Association") and \_\_\_\_\_ ("User"), for other consideration, the receipt and sufficiency of which are hereby acknowledged, Association and User hereby agree as follows:

1. **Use of Facility.**

- a. User must be a legal owner of record within the Association with account in good standing. **Said User is required to be present for the entire duration of the approved function** set forth under this Agreement.
- b. Association hereby grants User the right to exclusive use of the Compass Event Center, furniture, restroom facilities and the attached patio outside therein ("Facility") on \_\_\_\_\_ from \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m., not to exceed 6 hours and must meet a minimum of 3 hours. No party shall extend past 11:00 p.m. at which time all visitors and members must have completely vacated the premises, including the patio and parking areas. Overrun hours will be billed at \$85 per hour with no incremental times. Parties for anyone between the ages of 13 and 21 years of age must end by 9:00 p.m. There must be one chaperone over 21 for every 10 kids under 18 years of age for the duration of the event. **\*\*Facilities must be locked and secured by the end of function time listed above, failure to do so will result in the loss of the deposit.**

2. **Function.** User agrees that the Facility shall be used for the purpose of \_\_\_\_\_ and that the number of people anticipated to attend the events is \_\_\_\_\_ (Note: 72 people is the occupancy limitation for the Facility) ("Function"). On Fridays thru Sundays the Facility is only for private parties, not outside groups, not for club meetings, "for profit" or "non-profit" meetings/events, or similar events involving non-residents on the weekends; these types of "non-profit" or "for profit" events are restricted to weekdays (Monday-Thursday).

3. **Security Deposit.** User shall also pay to **CRAIG RANCH COMMUNITY ASSOCIATION** a security deposit ("Deposit") in the sum of **\$1,000.00**, which Deposit shall be due and payable upon execution of this Agreement by User. The Deposit shall be refundable, except as expressly provided in this Agreement. **Check only.** No cash or credit. **Initial \_\_\_\_\_**

4. **Alcohol.** There \_\_\_\_\_ will \_\_\_\_\_ will not be alcohol served at my event. I assume all responsibilities, risks, liabilities and hazards and forever releases the Association for death, personal injury, property damage or any other liability damages by user or any guests attending said event as well as supplying proof of Security as outlined below in paragraph 5. If alcohol is served at the event, the User must comply with Section 5 herein below and provide evidence of required insurance to the Association prior to the event. **Initial \_\_\_\_\_ I understand that if alcohol is served, it CANNOT be SOLD in any capacity. Initial \_\_\_\_\_**

5. **Security.** If alcohol is being served, User is required to hire **a licensed TABC Agent AND an off-duty police officer** for the function. It is the sole responsibility of the User to make arrangements for a licensed TABC agent and an off-duty police officer to be present. Fees are paid directly to the agent and officer who attend the event. Failure to pay up-front will result in loss of deposit. User must obtain and ensure that the Association, its directors, officers, manager, employees and other agents (collectively in this paragraph "Association") are named as additional insureds through the licensed TABC Agent's liability policy with said policy being primary with no right of contribution against the Associations insurance policies, and include a waive subrogation in favor of the Association. **User must provide evidence of agent/officer arrangements and applicable insurance coverage requirements to the Association's management company at least one week prior to the event in order to receive access to the facility. Initial \_\_\_\_\_**

6. **Use Fee.** User shall pay to **CRAIG RANCH COMMUNITY ASSOCIATION** a fee for use of the Facility in the amount of **\$85.00 per hour**, which amount shall be due upon execution of this Agreement and delivered to the Association's management company. The reservation will be considered tentative until this information is received. **Initial \_\_\_\_\_**

**Craig Ranch Community Association**  
**7850 Collin McKinney Parkway Suite 103**  
**McKinney, Texas 75070**  
**Phone - 972-548-9191**

No. of Hours To Be Used \_\_\_\_\_ (not to exceed 6 hours) Total User Fee Due: \$ \_\_\_\_\_

7. **Forfeiture of Deposit and Other Charges.** User agrees that the Association shall be entitled to retain the Deposit in the event of any breach of this Agreement or any violation of the Association's rules and regulations by User or User's guests or invitees. The Association shall also be entitled to apply the Deposit to the cost of repairing any damage to the Facility or its contents, the cost of replacing any missing or destroyed items, and the cost of any cleanup required after the Function if User fails adequately to perform its responsibilities for clean up as set forth in this Agreement and the Association's rules and regulations. In addition, the Association shall be entitled to charge a reasonable administrative fee for arranging and supervising such cleaning repair or replacement. In the event that the Deposit is inadequate to cover such costs, User shall reimburse the Association for any excess costs immediately upon receipt of notice to the amount due. All such costs in excess of the Deposit and all amounts due from user to the Association under this Agreement shall be an assessment against User and User's property within the Association and shall constitute a lien on such property which may be collected in the same manner as provided for collection of other assessments under the Declaration of Covenant, Conditions and Restrictions for Craig Ranch Community Association ("Declarant") and the Bylaws of Craig Ranch Community Association, Inc. ("Bylaws"). Any portion of the Deposit which is not retained or applied by the Association as provided in this paragraph shall be refunded to User within 14 days after the Function along with a written explanation of the reasons for forfeiture of any portion of the Deposit and the amount forfeited. See Addendum "A" for inventory list. Initial \_\_\_\_\_

8. **Clean Up.** USER SHALL BE RESPONSIBLE FOR LEAVING THE FACILITY IN A NEAT, CLEAN CONDITION AND FOR REMOVING ALL TRASH AND DEBRIS GENERATED BY USER'S USE OF THE FACILITY IMMEDIATELY AFTER THE COMPLETION OF THE FUNCTION, IN ACCORDANCE WITH THE ASSOCIATION'S RULES AND REGULATIONS. See Addendum "A" for cleaning procedures and agreement. FURNITURE MUST BE PLACED EXACTLY AS IT WAS BEFORE. See Addendum "B" for furniture arrangement. Initial \_\_\_\_\_

9. **Emergency.** In the event of an emergency such as a fire or other situation involving threat of life or property, User shall first contact 911 and then shall use reasonable efforts to contact Association's management company at 972-548-9191. Initial \_\_\_\_\_

10. **Cancellation.** User may cancel this Agreement by written notice to the Association delivered to the Association's management company at least 48 hours prior to the Function and, in such event; User shall be entitled to a full refund of the Security Deposit pursuant to paragraph (6) above, provided any key issued has been returned. If written notice of cancellation is received at least one week prior to the time reserved, User shall be entitled to a refund of the Use Fee and the Security Deposit paid. If written notice of cancellation is received less than one week prior to the time reserved, the Association shall have the right to retain the Use Fee in consideration for reserving the Facility for User and foregoing the opportunity to extend use rights to other members. Initial \_\_\_\_\_

11. **Release and Indemnification.** User assumes all responsibilities, risks, liabilities and hazards incidental to the holding of the Function at the Facility, and, irrespective of any claimed acts or omissions by the Association or its agents, whether deemed contributorily negligent, solely negligent, or otherwise, User releases and forever discharges the Association, its officers, directors, employees, agents and members, past and present and future (collectively "Association" herein), and agrees to defend, indemnify and hold harmless the Association, from and against any and all losses, expenses, liens, claims, demands and cause of action of every kind and character (including those of the permittee, agents licensees, and invitees of user) for death, personal injury, property damage or any other liability damages fines or penalties, including costs, attorney's fees and settlements, resulting from any act performed by, or omission on part of, User, its employees, invitees, permittee, agents or licensees, arising out of or in connection with User's use of the Facility. Initial \_\_\_\_\_

12. **Right to Terminate Use.** Association shall have the right and option to enter the Facility, but not the obligation, terminate use of the Facility and require User, User's guests and invitees to leave the Facility immediately, should the Association's agent determine, in his or her sole judgment, that the conduct of any person using the Facility constitutes a threat to any property, breach of the Agreement, or should it come to the attention of the Association that any conduct of any person using the Facility violate federal, state or local laws or ordinances governing User's use of the Facility and all rules promulgated by Association. Initial \_\_\_\_\_

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13. **Disputes.** In the event any conflict or dispute arises between Association and User, the prevailing party shall be entitled to its attorneys' fees and costs. Parties agree such disputes will be subject to a court of competent jurisdiction location in Collin County, Texas. **Initial**
14. **Modifications.** No modifications to this Agreement shall be effective unless in writing and executed by both parties. The Board of Directors shall have no obligation to consider any proposed modification to the Agreement unless submitted in writing at least two weeks prior to the date for which use of the Facility has been reserved. **Initial**
15. **Additional Terms.** See **Addendums "A" and "B"** hereto and incorporated herein for any special terms or provisions as to the use of the Facility. **Initial**
16. **General.**
- a. This Agreement shall be construed under the laws of the State of Texas, to the extent federal law does not supersede and preempt Texas law. Venue for any action to enforce the provisions of this Agreement shall lie solely in the state and federal district courts located in Collin County, Texas. The parties hereby submit to the exclusive jurisdiction of the courts of the State of Texas located in McKinney, Texas, or the federal courts of the United States located in the Northern District of the State of Texas in respect of any dispute relating to this Agreement or to the transactions contemplated hereby. The parties irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the personal and subject matter jurisdiction of such courts to resolve any such dispute or to venue in McKinney, Texas, including an objection based on forum non conveniens. **Initial**
  - b. Time is of the essence with respect to every provision of the Agreement. **Initial**
  - c. This Agreement, including any attachments hereto, constitutes the entire and sole Agreement of the parties hereto and correctly states the rights, duties and obligation of each party. Any prior agreement, promises, negotiations, or representations, whether written or verbal, between the parties not expressly stated herein are not binding. The parties further agree that neither party is relying upon any representation that is not set forth in this Agreement. Subsequent modifications to this Agreement must be in writing and approved by the Board as set forth in Paragraph 14 above. **Initial**
17. **Application and Acceptance.** This Agreement shall constitute an application by User to use the Facility and shall become a binding agreement only upon execution of the Agreement by or on behalf of the Association. In the event the Association declines to accept User's application, User shall be so notified and the Deposit submitted by User shall be refunded in full. **Initial**
18. **Waiver for Covid-19.** User assumes all risk for COVID- 19 infection. The Association is not offering any warranty of fitness for use in this regard. User is responsible to follow all CDC guidelines and occupancy guidelines per any applicable governmental rules including occupancy numbers. **Initial**
19. **Outside Vendors.** User accepts full responsibility for the activities and actions of any outside vendors and the Association otherwise reserves the right to require, as a condition of use, that any of the User's vendors provide User and Association evidence of insurance coverage otherwise required for events outlined in Section 5 herein above. **Initial**
20. **Décor Restrictions.** The use of the following is prohibited: tape (masking, duct, electrical, double sided), tacks, staples, screws, nails, glitter and sand. **Initial**
21. **Special Effect Devices.** The use of the following is prohibited: fog machines, pyrotechnics, bubble machines, displays or props involving water and other special effect equipment with potential for fire or water damage. **Initial**
22. **Candles.** Battery operated candles only, may be used. **Initial**
23. **Music/Sound Restrictions.** Use of a band, DJ or sound system is permitted but must follow the City of McKinney noise ordinances which include "quiet time" commencing at 10:00pm. **Initial**

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24. **Bounce Houses/Inflatables.** Use of bounce houses or inflatables are prohibited. **Initial** \_\_\_\_\_
25. **Firearms.** All weapons, including concealed firearms are prohibited on these premises. **Initial** \_\_\_\_\_

**CLEAN-UP AGREEMENT AND**  
**FURNITURE PLACEMENT**

**RENTAL PROCEDURES/CHECKLIST**

- 1) Upon entering the Compass Event Center, please make note/take time stamped pictures of any existing damage. **Initial** \_\_\_\_\_
- 2) Renters are to provide their own supplies, **DO NOT USE ANY SUPPLIES STORED IN THE KITCHEN CABINETS, STORAGE ROOMS.** Use of CRCA table cloths is prohibited. **Initial** \_\_\_\_\_
- 3) You are responsible for **clean up and REMOVAL** of all trash. There will be a \$20 charge for each trash bag left on site, including outdoor trashcans. **Initial** \_\_\_\_\_
- 4) Tables must be clean of debris and wiped down. Floors must be swept. All debris must be removed from floor **to avoid extra charges.** **Initial** \_\_\_\_\_
- 5) Make sure ALL light switches in the storage closet are turned off before leaving. Please note that lights on the outside are on automatic timers. **Initial** \_\_\_\_\_
- 6) Upon leaving, hit the alarm panel for away, check that all doors are locked and secured tightly. (McKinney Police Department will assess fines for false alarms. If a false alarm occurs that fine could be taken out of deposit.) **Initial** \_\_\_\_\_
- 7) Furniture and decorations must be returned to their EXACT position after function. See Addendum B. Any additional tables and chairs that are used must be re-stored in closet **to avoid a re-storage charge.** **Initial** \_\_\_\_\_
- 8) Sole determination for cleaning charges will be assessed by CRCA Management. **Initial** \_\_\_\_\_
- 9) The air conditioner is set at 72 degrees. It cannot be adjusted, the room will only get 20 degrees cooler than outside, any damage or attempt to alter the settings will **result in the loss of your deposit.** **Initial** \_\_\_\_\_
- 10) NO SMOKING, VAPING or E-CIGS. **Initial** \_\_\_\_\_

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## COMPASS- INVENTORY LIST

<u>Item Description</u>	<u>Category</u>	<u>Cost</u>
Conference Table Linens (x8)	Conference Table Linens	400
Podium (x1)	Podium	500
Interior Floor Mats (x5)	Floor Mats	700
Rolling Glass Whiteboard (x1)	Office Equipment	700
Leather Sofas & Chairs, Area Rug (x2)	Office Furniture	6,000
Interior Trees (x5)	Interior Trees	600
Wall Mounted Whiteboard	Office Equipment	300
Widescreen TV and Mount (x1)	Office Equipment	1,500
Tan Fabric Lobby Chairs (x2)	Office Furniture	400
Metal End Tables (x2)	Office Furniture	300
End Table Lamps (x2)	Lighting	200
Coffee Table Books	Office Furniture	200
Acrylic Wall Plaque & Hardware	Office Furniture	300
Elena Fiberglass Planter & Natural Poles	Office Furniture	300
Exterior Trash Cans (x3)	Outdoor Equipment	1,000
Fabric Sofa & Chairs	Office Furniture	2,000
Rattan & Glass Coffee Table	Office Furniture	300
Interior Metal Benches (x2)	Office Furniture	700
Glass End Tables (x2)	Office Furniture	300
Glass End Table (x1)	Office Furniture	200
Metal Floor Lamp	Office Furniture	400
Large Conference Table & Chairs	Office Furniture	5,000
Small Conference Table & Chairs (x4)	Office Furniture	3,000
Microwave	Office Equipment	200
Stove/Refrigerator	Office Equipment	5,000
Projector & Screen	Office Equipment	1,500

**Total Cost of Contents**

**\$32,000.00**

Initial \_\_\_\_\_

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## FEE SCHEDULE

Fees apply for all non-CRCA sponsored functions. This means that if you have reserved the Compass Event Center for a private party, even though all attendees may be from Craig Ranch, rental fees apply.

**Must write two separate checks; one for the security deposit and one for the user fee. Please make your checks payable to Craig Ranch Community Association.** We will either return your security deposit check or destroy it if no damages are incurred.

Please contact your On-Site Manager at 972-548-9191 if you discover any damages upon entry and take time stamped photograph(s). You will be held responsible for any damages found that are not on your list.

**\*\*FAILURE TO ABIDE BY ANY AND ALL RULES AND ADDENDUMS WILL RESULT IN LOSS OF YOUR DEPOSIT AND COMPASS AMENITY PRIVILEGES FOR A TERM OF ONE YEAR\*\***

**Initial**

### Signatures

<i>Association</i> Date: _____  Signed By: _____  Title: _____
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<i>User</i> Date: _____  Signed by: _____ <i>Resident</i> Address: _____
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<b>For Association Use Only.</b> Payments Made:			
<b>Deposit</b>	\$ _____	Check # _____	Date _____
<b>Usage Fee</b>	\$ _____	Check # _____	Date _____
<b>Deposit Returned</b> _____			
Description of Applicable Damages & Amounts Deducted from Deposit: <i>See attached evaluation form.</i>			

<b>Security Required for Alcohol (If Applicable)</b>	
<b>Security Documentation Received</b> _____	Date _____
<b>CRCA Staff Signature</b> _____	

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