

For Office Use ONLY

Use Fee Check # _____ Date Received/Posted: _____ / _____ Event Date: _____

Deposit Check # _____ Date Received/Refunded: _____ / _____ Key/CARD # _____

**PRESIDIO HOA
PAVILION RESERVATION AGREEMENT**

Event Date: _____ Event Time (3 hrs.): _____

Homeowners Name: _____

Property Address: _____

Email*: _____ Phone: _____

Type of Event: _____ Guests (20 guests): _____

Property: Presidio HOA

This pavilion is the property of the above-named Association. To properly care for this pavilion so that the members can enjoy it, the following terms and conditions have been established. **The \$150.00 deposit must be paid at least one week prior to the reservation date.** The pavilion is reserved on a first-come, first-serve basis. **The pavilion may not be reserved for commercial purposes.** Parties must be contained within the specific area reserved. All functions must be disbanded, the guests off the premises and the pavilion returned to its original clean condition after the function has ended at the ending time stipulated below.

REMINDERS:

- All trash pertaining to the event must be removed from the pavilion premises after the function
- No glass bottles or containers in the pool or pavilion
- 20 guest and 3 hours maximum per party. Only one party per day.
- Pavilion must be returned to its original clean condition after the function
- Deposit required: **\$150.00** (check form only, made payable to Presidio HOA)
- All Presidio residents always have access to the pool during operating hours. **There are NO "closed" parties.**

If you or your guests do not follow the rules and regulation for the pool and pavilion as outlined in this document and shown by signs in the pavilion and pool area, you will forfeit your deposit and the ability to rent the facility in the future.

Reservations will automatically be cancelled if payment and form(s) are not received at Diamond Association Management and Consulting office within 24 hours of scheduling reservation. No exceptions will be made to this policy.

RESERVATION DEPOSIT

Lessee shall pay to Lessor a reservation deposit to be held by the Lessor as surety for proper cleaning of the pavilion after use which is the sole responsibility of the Lessee, and to provide reimbursement for repair or replacement of Lessor's property and/or equipment required because of damage sustained incident to Lessee's use of the pavilion. Cash is not accepted-acceptable forms of payment include checks, money orders or cashier's checks. These forms of payment must be made payable to the Association. The deposit less expenses for unusual clean-up, damage repair or replacement will be refunded to the Lessee within one (1) week after the party and inspection of the premises by the Social Committee or Board of Director member. The amount of any deposit deductions will be at the absolute discretion of the Board of Directors. Further, Lessee agrees to reimburse Lessor any additional sum required for clean-up, repair, or replacement within ten (10) days from receipt of notice itemizing such damages, repairs or replacements.

INDEMNITY

Lessee, by accepting this lease, agrees to release Lessor, its officers, directors, agents, and employees from all damages and claims of every kind, whether to person or property, arising during Lessee's use of the premises. Lessee agrees to hold Lessor, its officers, directors, members, agents and employees harmless from damage, claim, lawsuit or judgment sustained by Lessee or any other person, including caterers on the premises incidental to or during the time of the lease and to indemnify the Lessor, its officers, directors, agents and employees against any and all claims, demands, expenses, injury including those claims, demands lawsuits or judgment arising from the negligence of the Lessor, its officers, directors, agents or employees.

CONDUCT OF FAMILY & GUESTS, AND RULES

The Lessee (member) is solely responsible for the conduct of the family and guests on the premises incidental to or during the time of the lease. The Lessee (member) must be always present on the premises during the lease period. The Lessee (member) agrees to be responsible for strict observance and adherence by Lessee and Lessee's family and guests of all rules and regulations of Lessor regarding use of and conduct on the leased premises. Lessee is responsible for making sure that adequate adult supervision is provided for functions held for persons 18 or under. The Lessee and the Lessee's guests/family/visitors are responsible for adhering to all facility rules as outlined on the attached Rules.

TERMINATION

The manager or any officer of the Lessor shall have the right to terminate this lease agreement for any reason but not limited to nonpayment of fees or deposits at which time this lease agreement becomes null and void. In the event the Lessor receives any warranted complaints with regards to excess noise, damage, or destruction of property; or the number of guests exceeds the number stated in this agreement, the Lessor or any officer at his sole discretion can terminate this function and request the Lessee and all guests, whether invited or not, to leave the premises. Should this occur, the deposit shall be forfeited to Lessor.

Pool/Pavilion Reservation Rules and Guidelines

Reservations must be made with Diamond Association Management & Consulting, the Social Committee, and the event placed on the HOA website's calendar. You must sign the all the associating reservation documents noting that you have read, understand, and will abide by all the rules and guidelines

1. The Presidio HOA's common facilities, to include the pool and pavilion cannot be used for commercial use--no sale of goods or services, no pay-for-service classes, etc.

2. A security deposit of \$150.00 is required to reserve the pavilion area. After inspection of the area is conducted upon completion of the party, a determination will be made regarding the refund. (Social committee or Board of Director volunteers will need to be contacted to come look at completion/clean-up of party to determine deposit refund.)

1. Reservations are limited to a 3-hour period and only 1 reservation per day can be made.

2. Number of guests is limited to 20.

3. You are responsible for disposing of your trash. Do not add your party's trash to the Pool/Pavilion trash containers. Your party's trash must be taken out separately.

4. No glass bottles.

5. No loud/overpowering music. Please abide by San Antonio City Ordinance on noise.

8. No bouncy houses or other structures not native to pool/pavilion area.

All Presidio residents always have access to the pool during operating hours. There are NO "closed" parties.

LESSEE must initial the following:

1. _____ I have read and understand the contents of this lease agreement.
2. _____ I have received, read, signed (if applicable) and will adhere to the below pavilion rules. I will make sure that my family, guests, and visitors adhere to these rules at all times as they are my responsibility.
3. _____ I understand that deposit and all fees must be paid in full **within 24 hours of scheduling reservation**, and that, should this information not be received by DAMC, my reservation will be automatically cancelled without additional notice.
4. _____ I am not making this reservation for the purpose of **commercial use**.

Homeowners Signature: _____ **Date:** _____

Printed Name: _____

DAMC Representative: _____ **Date:** _____