

MISSION TRACE HOMEOWNERS ASSOCIATION, INC.

CLUBHOUSE RENTAL AGREEMENT

Failure to comply with this agreement may result in forfeiture of rental deposit.

The Mission Trace Clubhouse (11333 Mission Trace) may be reserved by any Mission Trace Homeowners Association member, of at least 21 years of age, for the purpose of hosting an event. To reserve, send an email to MTamenities@gmail.com or call the office at 210-696-7164.

Reservations will be accepted on a first-come, first-served basis, but may not be made more than six months in advance of the rental request date. The request date will not be considered permanent until a signed Clubhouse rental agreement, deposit and rental fee have been received. The signed Clubhouse agreement and checks (rental and deposit) must be received **at the time of the reservation. No reservation will be held without a signed agreement and payment of rental and deposit.** Reservations cancelled within 8 - 14 days of the event will receive a 50% refund of rental payment. Cancellations of 7 days or less will not receive a refund of the rental payment.

The Clubhouse is the property of the Homeowners Association. Only members in good standing (**assessment current**) can reserve the Clubhouse and the Mission Trace property owner must be present during the function for which the clubhouse is reserved.

The rental fee is \$175, payable to Mission Trace HOA. The rental fee is used to defray the cost of the Clubhouse utilities and general maintenance. A refundable deposit of \$250 should be made by a separate check payable to Mission Trace HOA. The deposit will be returned only after a Board Member checks the condition of the clubhouse and gives approval.

Maximum capacity: 80 people if folding tables and chairs are used, otherwise 100 people. The clubhouse is SMOKE FREE. Alcohol MAY NOT be served to persons under 21 years of age. Children are not allowed in the facility, at any time, without adult supervision. Parking must be in the clubhouse parking lot, or designated parking pads only. No street parking is allowed.

All trash and debris must be placed in trash bags and securely tied. DO NOT leave anything in the refrigerator. Renter is responsible for leaving the grounds surrounding the Clubhouse in a clean and orderly fashion. No glitter or confetti is allowed. Failure to follow these requirements may result in forfeiture of all or part of your deposit.

Clubhouse rental fee is for a 24-hour period. Event must end by 1:00 a.m. The key should be picked up from and returned to the guardhouse. Time of key pickup and return will be annotated by the security officer. ***Failure to return the key by the time annotated on the contract will require an additional \$175 rental fee.***

Initials _____

**MISSION TRACE HOMEOWNERS ASSOCIATION INC.
CLUBHOUSE RENTAL AGREEMENT**

Name: _____ Email Address _____

Address: _____

Cell Phone: _____ Number of Guests: _____

Date of Function: _____ Type of Function: _____

Key Pickup Time: _____ Key Turn-in Time: _____

“You must provide pick up and drop off times before turning agreement into office.”

A list of invited guests must be provided to the guardhouse at least one hour before the start of the event. Initial here that you understand and will comply: _____

Fee Paid (\$175) – Check # _____ Deposit Paid (\$250) – Check # _____

Mission Trace Homeowners Association shall not be liable for any damage or injury to the Member or his/her guests howsoever caused nor shall the Association be responsible for any accident to the Member or his/her guests. The Member agrees that he/she will not hold the Association liable in any way, whether such accident occurs on the common ground, in the clubhouse, parking areas or adjacent areas.

The association does not have liquor insurance. Therefore, it is understood that the individual booking the clubhouse is responsible for the consumption of alcohol by his/her guests and will assume full responsibility for all alcohol related/influenced activities including, but not limited to, drunk driving liabilities. (***See Host Liquor Liability listed on the next page.***)

My signature below is acknowledgement that I have read and understand all rules and requirements of this agreement which govern the clubhouse rental I agree to abide by these rules. I am aware that the clubhouse is not wheelchair accessible.

SIGNATURE OF MEMBER: _____

DATE SIGNED: _____

APPROVAL OF DEPOSIT

REFUND BY BOARD MEMBER: _____

Name

Date

The Board of Directors has the authority to deny a rental for any reasonable cause, in a uniform manner.

HOST LIQUOR LIABILITY & INDEMNIFICATION AGREEMENT

The undersigned Member of the Mission Trace HOA agrees that in consideration for the exclusive use of the Association Clubhouse on (DATE) _____ between the hours of _____ and _____, the Member will:

Comply with all applicable laws and regulations, including but not limited to the social host liquor liability laws and Texas laws. The Member shall indemnify the Association and hold the Association harmless for any and all liability arising from the Member's use of the Clubhouse, including but not limited to any violation of the host liquor liability laws.

Comply and abide by all rules and regulations of the Association and will take personal responsibility to ensure that each of his/her guests will comply with and abide by all local, state and federal laws and by rules and regulations of the Association. The Member will indemnify the Association and hold it harmless for any liability arising from the acts of the individuals present on Association property as a result of the Member's event.

The undersigned Member agrees and represents to the Association that he/she has read the Association rules and regulations regarding use of the clubhouse.

Signature of Member: _____

Printed Name of Member: _____

Date Signed: _____

INVENTORY OF CLUBHOUSE FURNITURE / CHAIRS / TABLES
(Will be verified before deposit is returned)

2 (two) 10-foot conference tables

1 (one) 5-foot conference table

2 (two) brown sofas

10 (ten) black rolling chairs

6 (six) black arm chairs (non-folding)

1 (one) 8-foot folding white table

2 (two) 6-foot folding white tables

1 (one) 4-foot folding white table

1 (one) 3-foot folding white table

1 (one) 5-foot brown table

5 (five) card tables (4 brown and one white)

32 White Folding Chairs

Initials _____