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ELYSON RESIDENTIAL ASSOCIATION ("ERA") FACILITY RENTAL APPLICATION, USE AGREEMENT AND POLICIES

RESIDENT (EVENT HOST): _____

RESIDENT'S STREET ADDRESS: _____

PHONE NUMBERS: _____ (HOME) _____ (MOBILE)

EMAIL ADDRESS: _____

RENTAL DATE & TIME _____ (DATE) _____ (START TIME) AM/PM _____ (END TIME) AM/PM

RENTAL SPACE TO BE USED: ___ PECAN ROOM ___ EVENT LAWN ___ ELYSON HOUSE PATIO

NUMBER OF ATTENDEES: _____ PURPOSE OF EVENT: _____

SECURITY DEPOSIT: \$500 DUE 10 DAYS PRIOR TO THE EVENT Separate check payable to Elyson

RENTAL FEE \$30/HR: _____ DUE 10 DAYS PRIOR TO THE EVENT Separate check payable to Elyson
(ENTER TOTAL)

ATTENDANT FEES: _____ DUE 10 DAYS PRIOR TO THE EVENT Leave check blank for attendant
(ENTER TOTAL)

Please initial the following:

_____ I have read and understand the attached Facility Use Agreement and Policies.

_____ I acknowledge that I have received a copy of the documents and agree to the terms, conditions, and charges set forth therein.

_____ I understand that to have beer or wine served at events after 6 PM, a Peace Officer must be retained at my expense, and present during the event. Proof of hiring a Peace Officer must be provided to Crest Management prior to the event.

_____ I understand that no portable grills are allowed and that all inflatables require prior written approval from ERA.

_____ I understand the Attendant is only responsible for coordinating building issues such as accessibility, temperature, locking/unlocking facility, and ensuring that the facility is returned in a clean proper condition. Cleaning and returning the facility to proper condition is the renter's responsibility.

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USE AGREEMENT

The Resident (Host) shall be permitted to use the Facility on _____ between the hours of _____ AM PM and _____ AM PM (the "Event Date") only. Events will only be scheduled during the operating hours of the Elyson House Community Center.

The Resident (Host) acknowledges that use of the Facility is conditioned on the Resident's and ERA's execution of this Agreement and the Resident's (host) payment of the required Refundable Deposit Fee. The Resident (Host) acknowledges and understands that no binding or enforceable agreement regarding the use of the Facility shall exist until and unless (1) this Agreement has been signed by the Resident (Host) and received by ERA and (2) the Resident (Host) has paid the required Deposit Fee.

The Facility access and use must be within the time specified above. Date and use times include individual/organization preparation, decorating, and or rehearsal time, as well as time after the Event to remove decoration, Resident (Host) equipment, and other items. The Facility Use Agreement does not include exclusive access to any other areas in Elyson House Community Center.

Deposit. The Resident (Host) agrees to pay ERA a **Refundable Deposit of \$500** within ten business days of the execution of this Agreement. The Deposit will be refunded within 30 (thirty) days upon a "Clean Inspection" of the Rental Facility, subject to any deductions as outlined in this Agreement. If either the Deposit is not timely received by the ERA, this Agreement shall be automatically void and the Resident (Host) shall have no right to use the Facility.

Liability. I agree to accept the liability for all damages to ERA facilities and contents occurring during my Use Period and hereby release ERA and/or its agents from liability resulting from injury, accident, or illness to myself or guests, which may occur during my Use Period. I have read and understand the Facility Use Regulations and acknowledge that I received a copy of these regulations. _____ **(Initial Here)**

Modification of this Agreement. This Agreement contains the entire agreement and policies and any modifications, changes, or amendments to this Agreement, or the Policies must be written and signed by all the Parties to this Agreement. Notwithstanding the above, the Parties to this Agreement incorporate by reference, as though fully set forth herein, those specific paragraphs initialed by the Parties in the attached Facilities Use Agreement Addendum.

RESIDENT (HOST) SIGNATURE

DATE

ELYSON RESIDENTIAL ASSOCIATION

RESERVATION AND FACILITY USE POLICIES

ELYSON RESIDENTIAL ASSOCIATION (ERA) will allow Residents of Elyson, in good standing, to reserve the Pecan Room (meeting room), Elyson House Event Lawn, or the Elyson Patio.

RESERVATION RATES & FEES

- The Deposit is \$500.00
- The hourly rental rate is \$30.00 per hour with a minimum of four hours.
- The hourly attendant fee is \$20.00 per hour with a minimum of four hours, except during holiday periods.
- The hourly attendant holiday rate is \$30.00 per hour with a minimum of four hours and includes the following holiday periods: Good Friday, the Saturday before Easter, and November 15th – January 5th (including weekends).

RESERVATION PROCESS

- ERA is unable to accept reservations less than 10 days from the desired date.
- ERA is unable to accept reservations more than 60 days prior to the desired event.
- ERA does not accept reservations on the following holidays: New Year's Eve, New Year, Easter Sunday, Memorial Day, 4th of July, Labor Day, Thanksgiving, or Christmas.
- All payments, processing, and documents are required to be completed no less than 10 days prior to the reservation date.
- If payment is NOT received within 10 days, your reservation is automatically canceled without notice.
- All payments must be made by a check. A service charge will be assessed for all returned checks.
- All payments may be made in person at the onsite office during business hours.
- If your reservation falls within the ERA's business hours the attendant fee may be waived.

GENERAL PROVISIONS

- The Resident (Host) must be 21 years of age or older, currently residing, or be a homeowner in Elyson Residential Association.
- The Resident (Host) must be in good standing with the Association. In good standing means all Association fees are paid in full and no litigation is pending.
- The Resident (Host) will be the contact for the reservation and is the only person authorized to make changes to the reservation.
- The Resident (Host) is required to be present at the facility and available to the Elyson attendant during the entire course of the event.
- Residents and their guests must comply with all Elyson Residential Association Facility Rules.
- There is a four-hour minimum required for all reservations.
- Only one facility at a time may be reserved by the Resident (Host).
- No more than two reservations by the same Resident (Host) within a 30-day period are allowed.
- The Facility Rental Agreement does not include exclusive access to any other areas in the amenity center

ARRIVAL AND DEPARTURE TIME POLICY:

- Use periods include both setup and takedown/clean-up time and are made for your arrival and departure time. Plan accordingly.
- Use beyond, and/or requiring the ERA attendant to remain on property past departure time will result in additional charges.
- Reservation periods are limited to 8:00 AM to 11:00 PM.

DEPOSIT

- ERA attendants will inspect for cleanliness and damages following your event.
- You will be notified of any deficiencies in cleanliness or damages within 10 business days.
- If the deposit does not cover the cost of cleaning and/or damages, a bill will be issued for the remaining balance.
- Leaving the property late, noise complaints, or not following the rules set forth below or posted will result in immediate loss of the full deposit.

CLEANING AND INSPECTION:

- Resident reserving the Rental Facility for private use is responsible for cleaning the facilities and returning it to the condition it was in before the private Reservation Use Period began, and prior to the End Time of the Facility Rental Agreement.
- Resident must provide any cleaning supplies needed.
- Failure to clean the facilities and exit by the Use Period may result in a forfeiture of all or part of the Security Deposit. Elyson has sole discretion on the refund amount of the Security Deposit.
- Should the Resident (Host) arrive and find the facility is not in acceptable condition, they should notify the ERA Attendant immediately.

CANCELATION POLICY:

- The Resident (Host) reserving the Facility for private use who wishes to cancel a reservation must do so seventy-two (72) hours in advance of the date of use to receive a full refund of the Rental Fees and/or Security Deposit.
- Cancellations received with less than seventy-two (72) hours' notice will forfeit the Security Deposit.
- Deposit and Rental Fees shall be refunded in full in the event of inclement weather conditions or other extenuating circumstances that prevent the use of the facilities.

ALCOHOL POLICY:

- **ALCOHOL** is permitted at the Rental Facilities, provided it is **BEER AND/OR WINE ONLY**.
- **A PEACE OFFICER** is required for any events after 6:00 PM. The Peace Officer must be licensed and certified in the state of Texas, and a contract between the Peace Officer and the Resident Event Host must be provided to Crest Management at least 14 days prior to the event.
- If using a bartender at your private event they must be TABC certified and hold liability insurance. Proof of certification and insurance is due at the same time as the application.
- If a TABC permit is required, it is due at the same time as the application.
- All alcohol sales require the hiring of licensed peace officers, liquor liability insurance, and alcohol service in a location with monitored event doors/gates.
- In general, alcohol is considered a "sale" if funds are required for purchase, alcohol comes with a ticket required for admission, or where the price of "attending" includes alcohol.
- If you intend to consume, sell and/or distribute alcohol to the public you should consult with ERA and TABC. in advance to ensure compliance with applicable regulations and eligibility.
- ***Any violation of this policy will result in forfeiture of the Deposit and possible further action taken against the Resident (Host).***

AMPLIFIED SOUND POLICY:

- Amplified Sound consists of amplified sound including boom boxes, DJs, bands, speakers connected to cell phones, etc.
- Amplified sound is allowed only for the time periods of 9:00 AM – 11:00 PM.
- Amplified sound must be kept at a reasonable volume level so as not to disturb others.
- Amplified sound must not be offensive in nature.
- At all times possible, amplification devices/speakers should be oriented in a fashion to direct sound away from adjacent reservations and surrounding homes.
- Complaints received about amplified sound may result in forfeiture of the Deposit and possible further action against the Resident (Host).

ATTRACTION POLICY:

- Moonwalks and other inflatables will be allowed with approval on the Event Lawn (with event lawn reservation only) or on the lawn south of the Elyson House Patio (with Patio reservation only) with prior notice. Food trucks will be considered on a case-by-case basis. Food trucks will not be permitted to park in fire lanes and must provide the same insurance that is required for other attractions.
- A certificate of liability must be provided to Crest Management within 14 days of the scheduled function, or the Resident (Host) will lose all privileges to have an inflatable.
- The certificate of liability must list Elyson Residential Association as the certificate holder at P.O. Box 219320 Houston, TX 77218. Commercial liability must read a minimum of one million dollars (\$1,000,000). Under the description, the appropriate functions must be listed.
- All inflatables must be maintained, installed, and operated according to the applicable industry standards.
- Wet inflatables are prohibited. This includes water slides and foam machines.
- Petting zoos, rock walls, foam parties, and attractions are prohibited.
- ERA retains the right to restrict the type of equipment and attraction and location to protect the integrity of the Association's facilities and property.

PUBLIC EVENT POLICY:

An event is considered public if any of the following apply:

- there is not a finite and/or guest list;
- a person of the public may purchase or acquire a ticket for entrance or participation.
- a person of the public may attend the event; or
- is advertised by website, email, print or radio media to the public.

FACILITY USE REGULATIONS

1. Absolutely NO SMOKING is allowed at the Facility, including the front and side porches.
2. Resident (Host) whose name appears on the ERA Facility Use Agreement and who executed said the agreement must be always present during the use period, while guests are present.
3. Maximum number of guests permitted in the Pecan Room is 35.
4. Resident(host)shall not make any alterations to the Facility, any fixtures, building systems, or equipment.
5. The Facility may not be used for commercial purposes involving monetary transactions.
6. Tape, staples, glue, tacks, nails, etc., are not allowed. Only "damage-free" hanging materials or devices such as: "3M Command Strips" or "Scotch Re-Stickable Tabs" may be used. Decorations must be fire retardant. The Resident (Host) should consult with the Auxiliary for a full overview of allowable decorations and signage items and to appropriately accommodate the Resident's needs. Decorations/signage which cause damage or additional cleaning requirements will result in forfeiture of a portion or all their Security Deposit. All decorations and all outdoor and indoor directional signage must be removed by the Resident (Host) immediately following the Event. At the end of the Event, the Facility shall be left in a clean, safe condition.
7. The premises are video monitored 24 hours a day using several cameras. Any suspected violations of these rules will be subject to surveillance review. If the Resident (Host) is found to be in violation of this agreement, the deposit can be revoked.

Acceptance of Terms. I have read and understand the above terms and conditions and agree to abide by these terms and conditions.

Name: _____

Address: _____

Contact Phone Number: _____ **Email:** _____

Group Name: _____

Signature: _____ **Date:** _____

-----FOR OFFICE USE ONLY-----

Deposit Amount: _____ **Deposit Received:** _____ **Deposit Returned:** _____