

# ENCINO PARK HOMEOWNERS' ASSOCIATION

## Community Center Usage Policy

### PURPOSE:

The Encino Park Community Center (the "Center" or the "premises") is owned and operated by the Encino Park Homeowners Association ("EPHOA" or "Lessor") and its Manager ("EPHOA Manager" or "EPHOA Management Office"). The Center is used for community events, to provide a meeting place for EPHOA members, and overall to facilitate a sense of community.

### RESERVATION PROCESS:

Applications for Center usage may be obtained at the EPHOA Management Office located in the Center during regular business hours. Reservations are considered binding only when the Lessee signs this usage policy, and all applicable fees and deposits are paid. Any Lessee utilizing the Center on a recurring and regular basis will receive priority for renewal of regularly scheduled dates and times. This priority is granted with the stipulation that the Lessee's payment of all fees and deposits remain timely and current; and further, that Lessee tenancy has complied faithfully with all applicable rules and regulations concerning use of the Center and grounds.

Recreational Activities will provide a copy of each session's registration list, or roster, to the EPHOA manager. Recreational activities are limited to five hours per week.

### USAGE FEES AND DEPOSITS:

Usage fees, booking fees/damage deposits, other deposits, security fees and any other charge which may be applicable to Lessee's rental of the premises are due and payable at the time of application for reservation.

- A. Usage Fees – may be found in the "Community Center Building Usage Fees" section of this document. Rates are subject to change upon approval by the EPHOA Board of Directors.
- B. Booking Fees – see cancellation policy.
- C. Deposits – may be found in the "EPHOA Community Center Building Usage Fees" section of this document. In the case of Lessees whose use of the center is on a recurring basis, deposits will be held by the EPHOA until such use of the building terminates; and, in the event of charges being levied against this deposit for damages or cleaning, must be replenished to the prescribed deposit amount within 30 calendar days of the charge.
- D. Refunds of Deposits – Deposits will be refunded not more than 30 calendar days following termination of rental provided that:
  1. Lessee has satisfied any liability for cleaning and/or damages to Center property.
  2. Payment of Lessee's rental fee is current.
  3. Key has been returned as specified under "**Responsibilities of Users**" (no later than closing of the business day immediately following last usage of the Center.)
  4. All other terms and conditions of the Community Center Usage Policy have been satisfied.
  5. In the event of claims being levied against Lessee's deposit, the remainder (if any) after satisfaction of such claims shall be returned within said 30 day period.
  6. Return of deposits will be made at the discretion of the EPHOA Manager.

### CANCELLATION POLICY:

Cancellation of a reservation less than 14 calendar days prior to the scheduled rental date constitutes a forfeiture of the booking fee and deposits. Written notification to cancel received by the EPHOA Management Office no less than 14 calendar days prior to the rental date will entitle the Lessee to a full refund of any collected deposits, but not the booking fee.

#### CANCELLATION BY THE EPHOA:

The EPHOA reserves the right to cancel a reservation. In the event that the premises are not available at the reserved time due to unforeseen or unavoidable circumstances, the EPHOA's liability to any party shall be limited to a return of any deposits or amounts paid to the EPHOA by such party. Recreational Activities may be terminated by the EPHOA Board of Directors at their discretion.

#### TERMINATION BY THE EPHOA MANAGEMENT OFFICE:

The EPHOA Management Office may terminate the reservation at any time for the following reasons:

- A. The Lessee is found to be delinquent on EPHOA Center building usage fees.
- B. The Lessee is an EPHOA member and is found to be delinquent on EPHOA dues.
- C. The Lessee or the parties for which they are responsible cause negligent or willful damage (beyond normal wear and tear) to EPHOA property.
- D. The Lessee or the parties for which they are responsible are found to be in violation of any posted EPHOA or Center rules.
- E. The Lessee or the parties for which they are responsible create any situation which endangers the health, safety, or wellbeing of any person.
- F. The Lessee or the parties for which they are responsible create any situation which is deemed disruptive to good order.
- G. The Lessee or the parties for which they are responsible use the facility outside of the reservation dates.
- H. The Lessee, who is an EPHOA member, blatantly reserves the Center for a non-member.

#### ALCOHOLIC BEVERAGES AND ILLEGAL DRUGS:

- A. Possession and consumption of alcoholic beverages by any person under the age of twenty one (21) is strictly prohibited on all property of the EPHOA.
- B. Possession and use of illegal drugs by any person is strictly prohibited on all property of the EPHOA.
- C. A violation of Rule A and/or B or the violation of any law concerning the use and possession of alcohol and illegal drugs will be reported to the San Antonio Police Department and will result in the loss of all deposits and rental fees.
- D. Any Lessee selling alcoholic beverages shall require a security guard to be arranged with the EPHOA Manager.

#### USE OF FACILITY AND EQUIPMENT / PROHIBITED USES:

- A. The facilities and equipment of the EPHOA Center are intended for the use, enjoyment, and benefit of EPHOA members and their guests. All furniture, fixtures and equipment are to be treated with reasonable care.
- B. Lessee may be allowed possession of the premises for purposes of preparation or set-up, but only with express permission of the EPHOA Manager and only for the times and purposes permitted. No holdover possession past the reserved time shall be allowed.
- C. Functions must end no later than 10PM Sunday through Thursday and midnight on Friday and Saturday.
- D. While usage by EPHOA members is encouraged, the practice of members renting the community center for non-members is discouraged. Blatant abuse of renting privileges may result in the EPHOA manager terminating the reservation.

#### COMPLAINT SUBMISSION PROCESS:

- A. All issues or complaints regarding the use of the EPHOA Center should first be addressed with the EPHOA Manager. If a resolution is not reached, complaints should be submitted in writing to the EPHOA Manager for reconsideration.
- B. If deemed necessary, the EPHOA Manager may submit written complaints to the EPHOA Board of Directors for review.
- C. All complaints submitted to the EPHOA Board of Directors will be reviewed and considered by the Board, and all efforts will be made to provide a written response within 30 calendar days of final consideration.

EPHOA COMMUNITY CENTER BUILDING USAGE FEES:

<i>Type Of Organization</i>	<i>Fees and Deposits</i>				
	<b>Community Center</b>	<b>Conference Room</b>	<b>Booking Fee / Damage Deposit</b>	<b>High Occupancy Traffic Fee (over 50)</b>	<b>Alcohol Consumption</b>
<b>EP Committee</b>	N/A	N/A	N/A	N/A	no deposit & no security
<b>EP Club</b> (Mon thru Thur)	N/A	N/A	75	N/A	no deposit & no security
<b>Scouts</b> (Mon thru Tues)	N/A	N/A	75	N/A	no deposit & no security
<b>Resident</b> Business <b>Non-resident</b> Non-profit	250	125	75	100	125 deposit & security as required
<b>EP</b> Sanctioned Organization	N/A	N/A	N/A	N/A	no deposit & no security
<b>Resident</b> Private	135	95	50	50	100 deposit & security as required
<b>Non-resident</b>	425	175	125	150	200 deposit & security as required
<b>Recreational Activities</b>	20% of collected fees	20% of collected fees	75	N/A	100 deposit & security as required

#### DEFINITIONS OF ORGANIZATION TYPES:

- A. **EP – Committee:** any group comprised of at least 50 percent EPHOA members who are directly accountable to the EPHOA and its Board of Directors. (e.g., Landscape Committee, Sign Committee)
- B. **EP – Club:** any non-profit group comprised of at least 50 percent EPHOA members who are not directly accountable to the EPHOA and its Board of Directors. (e.g., Over Fifty Club, Sewing Group)
- C. **EP – Business:** any group comprised exclusively of EPHOA members who intend to use the facility for profit raising activities. (ex: a neighborhood business)
- D. **EP – Sanctioned Organization:** any organization sanctioned by the EPHOA Board of Directors. (e.g., Women's Club, Playgroup, Swim Team, scouts)
- E. **Resident – Private:** any EPHOA member (current on dues) intending to use the facility for private use (regardless of residence of other attendees), not for profit raising activities. (e.g., birthday parties, quinceneras, receptions)
- F. **Resident – Non-profit:** any EPHOA member (current on dues) intending to use the facility for use by a non-profit organization (regardless of residence of other attendees). (ex: scouts, church group)
- G. **Resident – Business:** any EPHOA member (current on dues) intending to use the facility for private use (regardless of residence of other attendees) for profit raising activities. (e.g., Mary Kay, Pampered Chef)
- H. **Non-resident:** any person or organization, other than an EPHOA member intending to use the facility for private, not for profit raising activities. (e.g., birthday parties, quinceneras, receptions)
- I. **Non-resident – Non-profit:** any person other than an EPHOA member intending to use the facility for use by a non-profit organization. (e.g., voting site, scouts, church groups, other homeowners' associations)
- J. **Scouts:** Any non-sanctioned Boy Scout or Girl Scout (or affiliated) group, using the facility on Monday or Tuesday. Otherwise, Scouts follow Resident – Non-Profit or Non-resident Non-Profit rules.
- K. **Recreational Activities:** Any multiple session, profit raising activity which improves the mind, soul, or body, and offers activities first to Encino Park residents.

#### ADDITIONAL NOTES AND RESTRICTIONS:

1. Residency depends on the person sponsoring the function by signing the usage agreement.
2. Fees allow for a full day of use.
3. Members (residents current on annual assessments) may reserve the facility as far in advance as desired. Non-members may only reserve the facility up to 45 days in advance except for repeat reservations which may be made for up to 6 months from the current or first reservation.
4. Use by Encino Park Clubs are given preference Monday through Thursday.
5. Resident Business and Non-Resident leases will be for no more than 2 days per calendar week. Initial leases will be for a period of no more than 6 months, renewable annually if in good standing.
6. A cleaning checklist will be provided and must be adhered to by the lessee.

EXCEPTIONS:

Exceptions to any part of this Usage Policy will be approved in advance through a resolution of the EPHOA Board of Directors.

LESSEE ACCEPTANCE:

By signing below I agree that I have read, understand and will comply with all policies, procedures and rules defined in this document.

\_\_\_\_\_  
Lessee Acceptance (Signature)

\_\_\_\_\_  
Lessee Acceptance (Print)

\_\_\_\_\_  
Lessee Organization (If Applicable)

\_\_\_\_\_  
Date