

# Encino Park Homeowners Association, Inc.

1923 Encino Rio, San Antonio, TX 78259 (210) 497-3022

## Community Center Usage Agreement 2023

(Prior to signing, please read the Community Center Usage Policy in its entirety.)

Usage of the Encino Park Community Center facilities is hereby requested by:

\_\_\_\_\_ (please print) ("Renter") under the terms and conditions in the Community Center Usage Policy and Fee Schedule, and the items listed below. **Please note that the renter must be on site during the entire event.** Encino Park Residents cannot rent for a non-resident to receive the resident prices. **A 2-week notice is needed to reserve the Community Center.**

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

Type of party, function or social activity:

\_\_\_\_\_ Date: \_\_\_\_\_

Deposit: Resident: \$100 \_\_\_\_\_

Non-Resident: \$300 \_\_\_\_\_

Usage Fee: Resident: \$250 all day, includes \$85 cleaning fee, up to 97 people

Non-resident: \$750 all day, includes \$85 cleaning fee, up to 97 people

**\*All day is 9 AM- 11 PM, the day of the event. If you need extra time to set up or take down, extra fees may incur\***

Fees: Made payable to Encino Park HOA (check or money order only). Please be advised that all checks received will be deposited immediately upon receipt. Deposits will be returned approximately two weeks after event.

**All trash must be removed from main room, kitchen, bathroom and bay area. All tables and chairs must be placed back where they belong. This must be done to receive your deposit back. Trash accumulated during usage period is NOT to be dumped in the trash cans located in the Pool or Playground but in the dumpster at the rear of the building. Please leave the community center as you found it.**

Will alcohol be served? Yes \_\_\_\_\_ No \_\_\_\_\_

Security: If you answered "yes" to the question, **security will be required** and will be scheduled through Encino Park HOA.

Security is needed: From \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM. Security must be scheduled from the time your guest arrives to the time that they leave. **Security rate is \$50 per hour and must be paid to officer by renter at the completion of the event.**

If you are serving alcohol to your guests, you are solely responsible for any misfortune that could occur.

Usage space is the Main Community Center room, the kitchen and the garage, bay area. Occupancy 97 people.

The Main Community Center room is approx. 35' X 41'

You may also use:

29 6ft rectangular tables.

4 round tables

50 black chairs.

Coat rack- kept in janitorial closet

- Any damage to these items will be deducted from your deposit.

## **COVID PROTOCOLS**

**All parties must follow the current recommendations from the Open Texas Checklist for Event Organizers.**

**<https://open.texas.gov/uploads/files/organization/opentexas/OpenTexas-Checklist-Employers.pdf>**

## **Hold Harmless Agreement:**

**By signing below you agree to the following hold harmless agreement and legal contract:**

**Renter shall be fully and solely responsible for all activities in the Community Center during the usage period. Renter hereby releases, covenants not to sue, discharges, and agrees to fully indemnify, defend and hold harmless the Encino Park HOA, Spectrum Association Management, LP, and all of their respective agents, managers, officers, directors, partners, members, employees, contractors and representatives of and from any and all damages, claims, costs, expenses, liabilities, causes of action, loss of personal property, and/or any bodily injury of any kind arising out of or related in any way to**

this agreement and/or the usage of the Community Center, including but not limited to any claims related in any way to COVID-19. Renter understands and agrees that this agreement to release, indemnify and defend includes any and all claims based in whole or in part on the actions, omissions, or negligence of the Encino Park HOA, Spectrum Association Management, LP, and their respective agents, managers, officers, directors, partners, members, employees, contractors and representatives.

By signing this agreement, you acknowledge and understand that you are personally responsible for any damage, sickness, or injury to yourself and/or any guest or individual present on the Association's Property as a result of your use of the Community Center. You further understand and agree that your period of responsibility begins once you enter the Encino Park HOA property and/or once your usage time starts, whichever comes first, and does not end until you and all your guests have left the Encino Park HOA property. You also acknowledge and understand that if you serve alcohol, you are completely responsible for any action or inaction, which is caused as a result of serving alcohol. If a person at your usage causes any damage to property, and/or bodily injury, and/or harm to him/her self-and/or any other person, while located on or off the association's property during or following your usage as a result of consumption of alcohol at your usage, you assume full and total responsibility for their actions and agree to fully defend, indemnify, and hold harmless the Encino Park HOA, Spectrum Association Management, LP, and their respective managers, officers, directors, partners, members, employees, contractors, and representatives from any and all such resulting claims or damages.

Renter understands and acknowledges that COVID-19 is an extremely contagious disease, and that exposure or infection may result in personal injury, illness, permanent disability and/or death. Neither Encino Park HOA nor Spectrum Association Management, LP, can guaranty that Renter and/or Renter's guests will not become infected with COVID-19 while using the community center or while on Encino Park HOA property. Renter acknowledges and voluntarily assumes any and all risk that Renter and/or Renter's guests may be exposed to or infected by COVID-19 while using the Community Center, and that such exposure or infection could result in personal injury, illness, permanent disability and/or death.

By signing this agreement, Renter acknowledges and agrees that all the terms set forth herein above are specifically negotiated terms and Renter's use of the Community Center is specifically based upon the inclusion of all the provisions and terms herein above. Renter acknowledges and agrees the contractual assumption of the risk set forth herein is a specific condition of being granted the right to use the Community Center. Renter acknowledges that he/she has had an opportunity to consult with his/her own legal counsel before signing this agreement.

Renter/Homeowner's Name

\_\_\_\_\_

Renter/Homeowner's Signature

Date

\_\_\_\_\_

Address

Daytime Phone Number

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OFFICE MANAGER or HOA BOARD USE ONLY

Deposit: \_\_\_/\_\_\_/\_\_\_ CK/MO# \_\_\_\_\_ Deposit Refund Request Sent: \_\_\_/\_\_\_/\_\_\_

Usage Fee Received: \_\_\_/\_\_\_/\_\_\_ CK/MO# \_\_\_\_\_

Security Required: \_\_\_ YES \_\_\_ NO

Key Issued: # \_\_\_\_\_ Date Issued: \_\_\_/\_\_\_/\_\_\_ Date Returned: \_\_\_/\_\_\_/\_\_\_