

LARKSPUR AMENITY CENTER – RESERVATION REQUEST**Larkspur Resident Information**Today's Date 05/02/23Larkspur Property Address 100 Shearwater LaneName of Hosting Resident(s) Lesley-Anne and John BeadlesPlease check the appropriate box: ☐ I am the property Owner ☒ I am the tenant on the property*Home Phone (512) 373 6970 Work Phone () _____Cell Phone (512) 569 0034 E-mail Address LARBEADLES@GMAIL.COM**Function Information****For Office Use Only:**

Tag assigned _____ Tag returned _____

Fee Check# _____

Facility/Facilities to reserve:☒ Clubhouse Gathering Room & Kitchen*(Please do not prop open gates/doors for your guests)*Pool to be used as part of Function? ☒ Yes ☐ No (If yes, the "Request to Use Pool Area" portion of this agreement must be completed. Please note pool is not accessible during the off season.)Number of proposed attendees (Total) 25 (see the Use Agreement for maximum number of attendees)Proposed date of Function 5/27/23Purpose of Function 7th birthday partyProposed Time for Function (includes setup & teardown): 4pm - 5:30 pmProposed Function activities Cake + snacksgifts
pool time
(very low key!)

*If you are a tenant in the property, the Landlord/Property Owner must agree to the Reservation Deposit being charged to their HOA account and credited at the completion of the event. Any other charges incurred due to damages, missing items or unclean conditions of the property will also be charged to their account. This form must be signed by the property owner to show their permission and understanding of this agreement.

Hosting Resident(s) Signature

Property Owner's Signature (if required)

Date

5/2/23

AMENITY CENTER USE AGREEMENT

Function Policy/Rules

SECTION 1. Requests/Reservation Eligibility: Requests/Reservations will only be considered for "**Residents in Good Standing**" with the Association. "Residents in Good Standing" is defined as Residents that:

- a.) Are current with their Association assessments or other fees;
- b.) Be in compliance with the Covenants, Conditions & Restrictions and all other community rules, regulations and policies (no more than one notice letter regarding a specific violation);
- c.) AND have a current Facilities Use Agreement on file at the Community Association Office.

NOTE: Residents may reserve the Clubhouse up to four (4) times per calendar year. Functions must be for social purposes ONLY – "For Profit" Functions are not allowed. Pool use shall only be permitted with specific pool use reservations and during the pool season. Reservations may not be made more than 90 days in advance of Function.

SECTION 2. Facility Availability - Days/Hours: The Clubhouse and Pavilion are available for reservations between the hours of 9am and 10pm. Reservations may not exceed four (4) hours in duration. The requested function time includes setup before and cleanup after the function. No exceptions shall be permitted. The Association may, at its' discretion, schedule regular weekly, bi-weekly, monthly, quarterly, semi-annual, annual or any other regular or non-regular scheduled meetings, functions or activities at the Clubhouse or Pavilion. The Association also reserves the right to deny any reservation request or cancel any reservations at its discretion.

SECTION 3. Fees & Deposits: A **Reservation Fee (refundable) of \$100.00** is required for each Facility. **Fees will be CHARGED AGAINST YOUR HOA ACCOUNT if any damage is found and/or the facility is not properly cleaned after your event. An HOA representative will make the determination regarding the condition of the facilities at the completion of the event.** If any portion of the Amenity Center, or other facility area if also reserved, has not been properly cleaned, and/or has experienced damage or theft by an individual(s) attending the Function, the amount required to cover the cost of restoring the Facility to the condition it was in prior to the Function or replacing any missing item(s) will also be assessed to the Larkspur Resident's account. Additional penalties, such as (but not limited to) the suspension of member privileges may be levied at the discretion of the Association Board of Directors. No part of the Amenity Center shall be deemed "reserved" until this Agreement is submitted to the Association.

SECTION 4. Number of Attendees Allowed: Maximum number of persons for the Clubhouse Gathering Room shall be 50. Maximum number of persons for the Outdoor Pavilion shall be 60. The maximum number for the Pavilion with the pool shall be 25. **NO BATHING SUITS OR WET TOWELS are allowed in the Clubhouse Gathering Room. No exceptions shall be permitted.**

SECTION 5. Function Boundaries: Each function shall be situated/contained within the respective reservation area. **The Function is NOT allowed to extend to any another Association building or facility.** Please see the Larkspur Pool Rules for rules regarding pool use during any Functions for which the pool was reserved. Any Function that violates this Section 5 may result in a fine or other penalty, including the suspension of member privileges, or other additional enforcement action or other remedies permitted to the Association under the Larkspur governing documents or any other Association rules and policies and/or Texas law if deemed warranted by the Association. **NOTE: The Fitness Center and all Restroom Facilities are open to Residents to utilize from 7:00 am to 11:00 pm 7 days a week. At no time shall the Hosting Resident(s) or any other person associated with the Function notify Residents utilizing these Facilities that they are closed during the Function.**

SECTION 6. Responsibilities of Hosting Resident(s): The Hosting Resident(s) **must be in attendance at all times during the hours of the facility reservation.** The Hosting Resident will be responsible for the behavior and actions of all persons attending the Function within any portion of the Clubhouse, including the pool, and shall ensure that all Function attendees comply with all the Association's rules and regulations. No alcohol, No smoking or other tobacco products, No pets, etc. are allowed. The Hosting Resident(s) is also responsible to ensure the noise level of the Function is not a nuisance to any of the surrounding neighborhoods. Complaints about the Function may constitute removal of the offending individual(s) or termination of the Function.

The following items are prohibited:

- a.) **Alcohol**
- b.) **Smoking or other tobacco products**
- c.) **Attaching decorations to the walls, doors or chandeliers** (or any other painted surface)
- d.) **Pets**
- e.) **Helium Balloons & Candles (other than for birthday cakes)**
- f.) **Other items as determined from time to time by the Board**

In addition, the Hosting Resident(s) is responsible for all interior and exterior furnishings and property of the Association that is utilized or exposed to the attendees of the Function. The Hosting Resident(s) is responsible to repair or replace any damaged furniture or other property of the Association that occurs related to the Function. The Hosting Resident(s) is responsible for the setup and break down of tables, chairs or any other moving of furnishings and all required cleaning of the premises and will be done **AT THE RISK** of the Hosting Resident(s) and any attendees. The Association is **NOT** liable for persons who are injured as a result of moving any furnishings or cleaning or use of the pool.

SECTION 7. Clean Up: The Hosting Resident(s) will be responsible for cleaning the reserved area to the condition they were in prior to the Function. The Opening and Closing Procedures section of this Agreement describes, in detail, the areas to be cleaned and where to set up and/or store the folding tables and chairs. If any portion of the Amenity Center, and pool if reserved, is not cleaned to the condition it was in prior to the Function, the Association may assess fees and/or take any other actions deemed necessary, as set forth in Section 3 above.

Entire Agreement

The following forms are included with this Agreement:

- ☒ Request to use Pool Area
- ☒ Cleaning and Closing Procedures

Resident Initials 

I have read and agree that I, the Hosting Resident(s), am responsible for any and all costs / expenses for cleaning, damaged property or theft caused by any of my guests, attendees, vendors, contractors, etc., as a result of my serving alcohol at my Function. I also understand that I am financially responsible for any additional fines and/or penalties levied and any other restitution as required by the Larkspur Community HOA, Inc., as a result of any damaged or stolen Association property. I HEREBY RELEASE, ON BEHALF OF MYSELF AND ON BEHALF OF MY GUESTS, ATTENDEES, VENDORS, CONTRACTORS, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, THE ASSOCIATION, THE DECLARANT UNDER THE LARKSPUR MASTER DECLARATION, AND THEIR DIRECTORS, OFFICERS, PARTNERS, MANAGERS, EMPLOYEES AND/OR AGENTS FROM LIABILITY FOR ANY CLAIMS WITH RESPECT TO THE USE OR CONDITION OF FACILITIES OR THE PROPERTY.


Hosting Resident(s) Signature

Lesley-Anne Beadles
Hosting Resident(s) Name (Please Print Legibly)

5/2/23
Date

Request to Use Pool Area

- I acknowledge that the pool/recreational area will remain open to all Residents during this event.
- I assume full responsibility for the conduct of my guests and the condition of the pool/recreational area at the end of use.
- If the area where the event is held is not clean after the event, I will pay for all cleaning costs. Cleaning costs will be charged to my HOA account.
- I acknowledge the right of the Board of Directors and other owner to make any and all judgments regarding excessive noise and disturbance emitting from the pool/recreational area during this activity.
- I agree to limit the total number of people to 25 or less.
- I agree that my guests and I will abide by all rules of Larkspur Community HOA, Inc.
- I agree that my guests and I will abide by all pool rules.
- I am responsible for providing adults to supervise their underage guests while using the pool with a minimum of one adult for each five (5) children. The Larkspur pool is a non-lifeguarded facility and thus, it is the responsibility of the party host to ensure the safety of all their guests at all times.

I have read and agree that I, the Hosting Resident(s), am responsible for any and all costs / expenses for cleaning, damaged property or theft caused by any of my guests, attendees, vendors, contractors, etc., as a result of my use of the Pool Area during the Function. I also understand that I am financially responsible for any additional fines and/or penalties levied and any other restitution as required by the Larkspur Community HOA, Inc., as a result of any damaged or stolen Association property. I HEREBY RELEASE, ON BEHALF OF MYSELF AND ON BEHALF OF MY GUESTS, ATTENDEES, VENDORS, CONTRACTORS, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, THE ASSOCIATION, THE DECLARANT UNDER THE SORENTO DECLARATION, AND THEIR DIRECTORS, OFFICERS, PARTNERS, MANAGERS, EMPLOYEES AND/OR AGENTS FROM LIABILITY FOR ANY CLAIMS WITH RESPECT TO THE USE OR CONDITION OF FACILITIES OR THE PROPERTY.


Hosting Resident(s) Signature

Lesley-Anne Beadles
Hosting Resident(s) Name (Please Print Legibly)

5/2/23
Date

Cleaning & Closing Procedures

Please complete all of the following Cleaning and Closing Procedures. Cleaning tools and supplies are located in the storage closet in the Clubhouse. Please check off each item after completion.

1. Cleaning

- ☐ Wipe down all tables, chairs and other furnishings used during Function
- ☐ Pick-up all trash in the Clubhouse and Pool area
- ☐ Pick-up all trash (cigarette butts, paper, decorations, etc.) in parking lot and around building
- ☐ Sweep the floors
- ☐ Mop the floors (if necessary)
- ☐ Empty all trash containers and take with you when you leave
- ☐ Put new trash bags in trash containers (located in the bottom of the trash cans)

2. Closing

- ☐ Arrange furniture to original placement prior to function

PLEASE NOTE: The Amenity Center and Pool Area Gates will lock AUTOMATICALLY AT 10:00pm. The Key Fobs will no longer work. You MUST be OUT OF THE FACILITY PRIOR TO 10:00PM.