

**Woodway Homes Association, Inc**

**Club House Rental Agreement**

1. Renters are limited to Woodway residents and must contact the Woodway Homes Association, Inc. 14 days prior to the scheduled event to confirm the rental, update any additional information and pay all applicable fees in full.
2. Each Woodway home shall receive one free rental per calendar year. Subsequent rentals are subject to availability and potential fees, as approved by the Board.
3. A \$100 security deposit is required to secure your date and is due upon booking. The deposit will be returned minus any cleaning or repair fees.
4. Renters must assume responsibility and shall reimburse Woodway Homes Association, Inc. for any damage to equipment, furniture, or facility incurred during rental.
5. Renters may use the caterer of their choice and are responsible for ensuring the food services meet the requirements of the Victoria County Health Department.
6. Renters are responsible for ensuring that all catering equipment and any other rented equipment are delivered and picked up at the scheduled time agreed upon by all parties involved.
7. Renters are responsible for the set up and take down of any equipment, decorations, etc... after the completion of the event.
8. Woodway Homes Association, Inc. reserves the right to require security personnel for private or public functions with the fee being paid by the renter. Any event with alcohol must have security unless waived by the Board of Directors.
9. Cancellations must be requested in writing and submitted to Woodway Homes Association, Inc. Excessive bookings and cancellations may jeopardize future use privileges.
10. Woodway Homes Association, Inc. may request Renter to obtain insurance at his/her own expense from a company satisfactory to Woodway Homes Association, Inc. against claims for bodily injury or property damage under a policy of general liability insurance each with limits no less than \$1,000,000.00 Renter must furnish a certificate of such insurance naming Woodway Homes Association, Inc., its officers, employees, agents and contractors as additional insured's and forward a copy of said certificate to Woodway Homes Association, Inc. no later than one week before the first day of rental.
11. Only residents that are current on dues and have no outstanding deed restriction violations are eligible to use the Woodway Club House.

Acknowledgement and Acceptance of Agreement:

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

OFFICE USE ONLY: Date received: \_\_\_\_\_ Received by: \_\_\_\_\_

Deposit received: \_\_\_\_\_ Check # \_\_\_\_\_

**Woodway Homes Association, Inc**

**Club House Rental Policies**

1. No nails, hooks, staple, tacks, etc... or heavy tapes can be used on the walls, ceilings, floors or any other areas of the building.
2. No confetti or glitter may be used for table decorations.
3. All banners or flags must be freestanding pedestals.
4. Candles must be in protective containers such as cakes, votives or hurricane globes.
5. ALL trash must be removed from the building and disposed of.
6. Renters will be issued a key 48-hours prior to event and must return within 48-hours after the event.
7. No smoking is allowed in the building.
8. Barbeque pits are allowed outside.
9. Renter is responsible for cleaning facility prior to returning the key. The \$100 deposit will be retained if the Club House must be cleaned.
10. Actual repair cost for any damages will be charged to the resident in addition to a \$100 administrative fee.

Acknowledgment and Acceptance of Policies:

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

EVENT INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I. PARTIES:

a. Woodway HOA, PO Box 7112, Victoria, Texas 77902

b. Renter: \_\_\_\_\_

Address \_\_\_\_\_

II. PURPOSE: Woodway HOA will allow Renter to utilize its Clubhouse located at 110 Woodwind Drive and owned by Woodway HOA. Renter has chosen not to obtain additional liability insurance to insure Woodway HOA from liability. Renter, in lieu of insurance, will execute an indemnification and hold harmless agreement set out below.

III. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: The Renter named above hereby executes in favor of Woodway HOA and its officers, employees, agents and attorneys, this Indemnification and Hold Harmless Agreement, and agrees on his/her/its own behalf and on behalf of any and all derivative claimants and legal representatives of any and all types, nature, or relationships, to forever release, discharge, and hold harmless Woodway HOA, and the officers, employees, agents, and attorneys thereof, and to indemnify Woodway HOA and its officers employees, agents, and attorneys thereof, in both their official and individual capacities, from any and all liability, claims, damages, expenses, including all attorney's fees and any possible litigation costs through pre-trial, trial, and any and all appeals, resulting from or arising out of the use of the above-specified facility.

Signed:

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_