**RESIDENT RENTAL CONTRACT**

**Cibolo Canyons Resort Community, Inc. – Campanas Clubhouse**

Name (Lessee):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone- Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Event Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Number of Guests: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event Type: ­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Set-Up Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Event Times: From \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_

Gate Code (Management to Assign): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Check #1 – Rental Fee (non-refundable) Check #2 – Security Deposit (refundable)**

 $200.00 – Rental fee $225.00 – Refundable deposit

 $350.00 – Non-refundable cleaning fee

  **$550.00**

## TERMS AND CONDITIONS

# Reservation

* Per the Governing Documents of Cibolo Canyons Resort Community, Inc., the Lessee must be a Campanas Resident in good standing, as well as must live in Campanas at the time of entering into this Rental Contract through the above-listed event. Lessee must be present at all times during set-up, event and teardown; utilize their own FOB for access; and must be the primary host of the event. Under no circumstances can anyone rent/reserve on behalf of a third party.

 **Initials** \_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Payment/Use of Property

* Full payment of $550.00 and a security deposit of $225.00 due upon signing of Rental Contract.
* The Security Deposit will be refunded in approximately 30 days provided all terms of the Rental Contract are met and the Clubhouse is restored to its original condition. Lessee agrees to forfeit Security Deposit to Cibolo Canyons Resort Community, Inc. for any damages to grounds, buildings, gates, or equipment caused by the Lessee or guests, or for any additional deep cleaning as a result of the event. Should necessary expenses exceed the Security Deposit, Cibolo Canyons Resort Community, Inc. reserves the right to apply those expenses to the Lessee’s Cibolo Canyons homeowner account.
* Use of property must be consistent with the intended purpose of this reservation.
* The occupancy level for the Campanas Clubhouse is 315 people, not to be exceeded. Those under the age of 21 (per our Operating Policies) are required to be accompanied by a parent or guardian at all times.
* All guests must vacate the facility by 12:00 a.m.
* Parties must be contained within the Clubhouse. Use of the Clubhouse does not include use of the Management Office, pool, outdoor patios, fitness center, locker rooms, library or tennis court.
* All assets brought in for the event, such as décor, tables, chairs, linens, etc., are the responsibility of the Lessee and must be removed immediately from the venue, unless arrangements are made with Management.
* Any technical equipment needed is the responsibility of the Lessee; Management will not be onsite for issues.
* A facility walk-through with Management is required prior to the day of the event.

 **Initials** \_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Prohibited Activities

* Use of tobacco products and smoking in or on Clubhouse grounds.
* Possess or use of weapons.
* Use of the fireplace in the Game Room.
* Fireworks or sparklers per our Governing Documents.
* Animals of any kind inside of the Clubhouse with the exception of service animals assisting the disabled.
* Décor: confetti, glitter, silly string, candles or open flames, rice, birdseed, flower petals.
* Staples, tacks, nails or screws on the walls, floors, doors, furniture or existing décor.
* Move or rearrange fixtures, furnishings, furniture or other items on the property, unless coordinated through Management. See **attached** Addendum.
* Use of Campanas Clubhouse materials such as kitchenware, folding tables, chairs, linens, etc, unless coordinated through Management. See **attached** Addendum.
* Utilization of the Clubhouse as a place of business or for commercial activities.

 **Initials** \_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Event Gate Code

## Prior to the reservation date, Lessee will receive a gate code for the neighborhood, assuming all requirements of the Rental Agreement have been met. The code will be programmed to provide access to the neighborhood only for the duration of the reservation period.

 **Initials** \_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Video Recording and Surveillance

## Campanas Clubhouse and grounds are subject to video recordings of all activities 24 hours a day, 7 days a week, per normal Operating Policies. For event purposes and security, Lessee and each guest acknowledges the existence of these cameras and use by Management should they become necessary.

##  Initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Alcohol Service

* The Lessee is responsible for exercising reasonable care in service of alcohol to attendees by (i) complying with all applicable laws pertaining to the service of alcoholic beverages, (ii) not serving alcohol to attendees under the age of 21, (iii) declining to serve any attendees who are believed to have had too much to drink.
* The Lessee will be responsible for ensuring safe transportation for all event guests to and from Cibolo Canyons Resort Community, Inc.
* The Management Team may require that law enforcement or security personnel be present during any private event in which alcohol is served, at the expense of the Lessee.

 **Initials** \_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Clean-Up Responsibilities

* The Lessee is responsible for removing all food, decorations and personal belongings from the Campanas Clubhouse. All surfaces must be free of food and debris prior to departure.

 **Initials** \_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Property Damage

* Without restricting the generality of Indemnification, the Lessee shall be responsible for all damage caused during the rental contract in its entirety by the Lessee, guests, agents, or vendors to Campanas Clubhouse property or property of others.

 **Initials** \_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Release

* The Lessee agrees to release Cibolo Canyons Resort Community, Inc., its residents, agents and employees, from any liability from personal injury, damages or losses sustained directly or indirectly from the activities or participation in the contracted event.
* The Lessee agrees to indemnify, reimburse and hold harmless Cibolo Canyons Resort Community, Inc., its agents and employees, from and against any and all liability.

 **Initials** \_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Indemnification

* The Lessee agrees to indemnify, reimburse and hold harmless Cibolo Canyons Resort Community, Inc., its agents and employees, from and against any and all claims, demands, losses, costs, actions, suits or proceedings by Third Parties that arise out of or are attributable in any way to the event, the activities of the Lessee, its agents, guests or employees or the use of the Campanas facilities. Costs include, but are not limited to, lawyer’s fees (on a solicitor and own client basis), accounting fees and expenses, court costs and all other out-of-pocket expenses.
* Cibolo Canyons Resort Community, Inc. does not waive its right to any indemnity to which it may be entitled in addition to that stated above.

  **Initials** \_\_\_\_\_\_\_\_\_\_\_\_\_\_

## General

* The Lessee acknowledges that he/she has read these waiver, release and indemnity agreements and understands and accepts the contents hereof.
* The Lessee agrees that in the event that any provision herein contained is deemed to be unenforceable and/or invalid, that the provision shall be severable from the whole document, and shall not affect the validity and enforceability of the other provisions and documents as a whole.

 **Initials** \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Force Majeure**

* If the performance of any part of this Rental Contract by either party is prevented, hindered, delayed, or made impractical by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that such performance is prevented, hindered or delayed by such causes.

 **Initials** \_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Lessee, by signing below, acknowledges that the above Terms and Conditions have been read and understood in full.

### LESSEE SIGNATURE

*Name (print) Signature Date*

### CIBOLO CANYONS MANAGEMENT SIGNATURE

*Name (print) Signature Date*