

Location _____ Name _____
 Check # _____ Fee \$ _____ Reservation Date ____/____/____
 Check # _____ Deposit \$ _____ Reservation Time ____:____ A P to ____:____ A P

STEINER RANCH COMMUNITY CENTER RESERVATION FORM

Only a Member of the Steiner Ranch Master Association, Inc. (SRMA) or the Steiner Ranch Residential Owners Association (SRROA) may reserve a Community Center. Only Members in good standing with the Association Office may reserve the Steiner Ranch Community Centers. To make reservations, Members may contact the Association Office at (512) 266-7553.

The Community Centers available for reserved events are:

- (Community Centers at Towne Square and Bella Mar facilities)
- (Pavilions)
- (Overlook at Bella Mar)

Custom Areas (Combinations of Areas, Tennis Courts, Parks, etc.)

Attendance at Towne Square is limited to maximum capacities of eighty (80) seated persons or one hundred (100) standing persons for each of the above Areas. Attendance at Bella Mar is limited to maximum capacities of forty (40) seated persons for each of the above Areas. No event may continue past midnight.

Depending on event classification, reservations will be made with the following limitations:

Private/Social Event Reservations may be made up to one (1) year in advance, but must be made no later than one week prior to the reserved date.

Business/For Profit Event Reservations may be made up to six (6) weeks in advance, but must be made no later than one week prior to the reserved date.

Reservations are on a first-come, first-served basis and the areas and times may not be shared if a prior, conflicting reservation has been made. The Reservation Form and payment must BOTH be in the offices of SRMA to qualify as first-come, first-served. Payment must be submitted within **forty-eight (48) hours** of making a reservation. Reservations may not be assigned to another party without the prior written consent of the SRMA. An upcoming reservation schedule will be posted at the event area approximately each Friday. Reserving Members will be given a copy of this Reservation Form executed by the SRMA's authorized representative as confirmation of their reservation. Claimed reservations not posted and evidenced by a fully executed Reservation Form may not be honored. Reservations are available in six (6) hour blocks. This includes set-up and clean-up time. Members may not access a reserved space prior to their scheduled time, nor remain in the reserved space after their scheduled time.

A reservation may be refused at the sole discretion of the Board of Directors with no reason being given. A reservation for a Business or For Profit event may be cancelled at the sole discretion of the Board of Directors with no reason being given. SRMA will give notice of a refused or cancelled reservation. For details, please refer to the Community Center Facilities Use Agreement. A reserved event may be terminated during its execution if, in the judgment of the management, it poses a threat of harm or danger to property, other Members or their guests, or loss of quiet enjoyment by other Members of the Steiner Ranch community.

Payment in full must be made within forty-eight hours of scheduling a reservation and at the time the Reservation Form is submitted. In the event a Member's use of the reserved facilities exceeds the time reserved, the Member will be billed for the additional time used. Payments are non-refundable, except in the event that a conflicting, prior reservation was received in the SRMA offices or in the event that an event is cancelled seventy-two (72) hours before the date of commencement. **All cancelled reservations scheduled between Thanksgiving Eve day and New Year's Day will not receive refunds unless**

notification has been given one week prior to the reservation date. The Board of Directors reserves the right to review the refund policy on a case-by-case basis.

Member must execute and return a Community Center Facilities Use Agreement with deposit before the date of their reserved event. The following fees and deposits may be adjusted from time to time and are subject to change without notice to the Members:

| FACILITY RENTAL FEES: | Event Classification * 6 hours | TS | BM |
|------------------------------|---------------------------------------|-----------|-----------------|
| Community Room | Social or Personal | \$100.00 | \$75.00 |
| Community Room | Business or For Profit | \$200.00 | \$150.00 |
| Outdoor Areas | Social or Personal | \$50.00 | \$50.00 |
| Outdoor Areas | Business or For Profit | \$100.00 | \$100.00 |
| SECURITY DEPOSIT | ALL INDOOR EVENTS | | \$300.00 |

Additional hours may be purchased for twenty-five dollars (\$25.00) per hour for any event classification.

* Rental Fees are non-refundable in the event that any portion of the time reserved is not utilized.

Failure to remove signs, decorations and trash from the event area and failure to secure doors, windows and gates after an event will result in a twenty-five dollar (\$25.00) fine or forfeiture from the deposited amount for each infraction.

Payment made to: Steiner Ranch Master Association, Inc.

Event/Activities: _____ Area(s) _____

\$ _____ for use of the facility (facilities) Date _____ Time _____

\$ _____ damage deposit Number Attending: _____

\$ _____ \$100.00 optional clean-up Key(s) to be used*: _____

\$ _____ additional hours of use _____

\$ _____ TOTAL RECEIVED _____

unless noted otherwise.

*The facility tag(s) that we have on file for you will be activated

Member may select to have an optional clean-up done by SRMA for one hundred dollars (\$100.00). Member acknowledges that, at the sole discretion of the Executive Director or On-Site Manager, if clean-up costs exceed one hundred dollars (\$100.00), or if additional costs are incurred after Member's clean-up, the SRMA shall deduct from the Security Deposit such costs following Member's reserved use of the Community Center facilities. Additional sums will be deducted from the Security Deposit for replacement and/or repair of the Community Center property or equipment (including, but not limited to, furniture or kitchen appliances) where damage, loss or other charges (in excess of normal wear and tear) are incurred as a result of the Member's or Member's family, guests, employees, agents and invitees reserved use of the said facilities. A sum will be deducted from the security deposit if doors, windows and gates to the reserved areas are not secured following the Member's event. Costs exceeding the Security Deposit will be billed to the Member and the Member agrees to remit prompt payment.

Member Signature _____

Printed Name _____

Address: _____ Phone: () _____ - _____ Date: ___/___/___

STEINER RANCH COMMUNITY CENTER FACILITIES USE AGREEMENT

This Community Center Use Agreement ("Agreement") is made and entered into this ____ day of _____, 20__ by and between _____ [printed member name] ("Member") and STEINER RANCH MASTER ASSOCIATION. INC., a Texas not-for-profit corporation "SRMA").

A. SRMA has a Community Center and amenities available (The "Facilities") for reserved use by Members (a Member is a resident of Steiner Ranch belonging to SRMA or to Steiner Ranch Residential Owners Association [SRROA]);

B. Members may reserve the Community or any portion thereof subject to the terms and provisions of this Agreement.

Now therefore, in consideration of the mutual covenants and agreements set forth herein, Member and SRMA hereby agree as follows:

1. **Incorporation of Reservation and Recitals.** The parties agree the Recitals above are true and correct and are hereby incorporated herein by reference. Member has previously completed and SRMA has accepted Member's reservation form, a copy of which is attached hereto ("Reservation Form") and, by this reference, is hereby incorporated into this Agreement.

2. **Facilities and Use.**

A. Member's use of the Facilities shall be limited to the event/activities, date, time period, and portions of the Facilities shown on the Reservation Form. For purposes of this Agreement, Member's use shall be deemed to be use of the Facilities as described in the Reservation Form on the date and for the time reserved together with any additional time by Member and family, guests, invitees, agents, and employees of Member who use the Facilities during the time period reserved by Member, including set-up and clean-up time ("Member's Use").

B. Member acknowledges and agrees that Member's Use of their reserved portions of the Facilities shall be exclusive during their reserved date and time, but that there are portions of the Facilities which will necessarily be non-exclusive, insofar as SRMA has offices within the Community Center and employees and agents of SRMA and other parties, such as other Members, shall have access to parking and restrooms and non-reserved portions of the Facilities.

C. In the event Member's Use runs beyond the time period designated in the Reservation Form, SRMA shall bill Member at the applicable rate(s) detailed in the Reservation Form, and Member hereby agrees to immediately pay SRMA such additional rental fees for the extended use.

D. Member acknowledges and agrees that a reserved event may be terminated during its commencement if it runs beyond the time reserved in the Reservation Form causing a conflict for another reservation. Member acknowledges and agrees that a reserved event may be terminated during its commencement if, in the judgment of the SRMA management, Member's Use violates the Rules, it poses a threat of harm or danger to property or other Members, or loss of quiet enjoyment by other Members of the Steiner Ranch community.

E. Parking is restricted and limited to the designated parking areas in and around the Facilities. Member acknowledges that parking is not exclusive to Member's User but will also be available to others using portions of the Facilities and that parking in the designated areas is on a first-come, first-serve basis.

F. Member agrees to abide by and to enforce the "No Smoking" policy with respect to their family, guests, invitees, and employees. No smoking is permitted within the indoor facilities. **In the event Member wants to allow smoking at their event, Member must reserve an outside area designated by SRMA as a smoking area and provide receptacles, such as ashtrays and shall be responsible for their clean-up and removal. Member must provide their own waste container for smoking refuse and agrees to remove all smoking materials from the Facilities and acknowledges that smoking refuse may not be deposited into Facilities trashcans because of potential fire hazards.**

G. The Board of Directors of The Association reserves the right to impose additional restrictions on use as the situation warrants.

3. Reservations; Refunds

A. SRMA reserves the right to cancel Member's reservation, at the sole discretion of the Board of Directors, and no reason need be given, Member's reservation will be cancelled if Member is not current in payment of dues and special assessments to SRMA or to SRROA. In the event SRMA cancels Member's reservation, notice shall be given to Member by telephone call to Member at the number listed on Member's reservation form (leaving a message on an answering machine or with a party answering shall be deemed notice) up to seventy-two (72) hours before the reserved date and time, or sent in writing sent by U. S. first-class mail to Member's address listed on Member's reservation form, but in the event notice is by mailing, it shall be sent at least five (5) days before the reserved date and time.

B. Member may cancel his or her reservation by calling on-site management office during regular business hours at (512) 266-7553 or in person up to seventy-two (72) hours before the reserved date and time. **The one exception to this is that all cancelled reservations scheduled between Thanksgiving Eve day and New Year's Day must be made by calling on-site the management office during regular business hours at (512) 266-7553 or in person one week prior to the reservation date and time.**

C. Refunds shall be made when notice has been duly and timely given under Sections 3A and 3B, above. Refunds shall be paid to the Member, subject to clearance of Member's prior payment, and sent by U.S. first-class mail to the address on their Reservation Form within thirty (30) days of the date of notice. If a reserved event is cancelled less than seventy-two (72) hours, or one week between Thanksgiving Eve day and New Year's Day, before commencement under Section 3B, above, no refund shall be made.

D. In the event Member's Use is terminated during commencement (refer to Section 2D, above, no refund shall be made.

E. The Board of Directors reserves the right to review the refund policy on a case by case basis.

4. **Payment of Fees, Costs and Deposit.** SRMA hereby acknowledges receipt of payment in the amount of three hundred dollars (\$300.00) from Member to be applied to the security deposit, payment of rental fees and clean-up fees, as applicable, as described on Member's reservation form. Member agrees to pay additional rental fees in the event Member's use of the reserved facilities exceeds the time reserved. Member will be invoiced for additional time. Member agrees to make payment promptly. Member agrees to reimburse SRMA for any and all clean-up costs and damages including amounts exceeding the security deposit previously paid, which SRMA incurs as a result of Member's Use of the Community Center. Member further acknowledges and agrees that SRMA shall have the right to all remedies at law to recover from Member all outstanding unpaid invoices and charges incurred by SRMA in connection with Member's Use under this Agreement.

_____ I am a member of the Association, have no unpaid fees due to the Association, and will be in attendance at the Function at all times during the event.

_____ My initials indicate that I fully understand that ALL exterior and interior doors and windows must be completely locked and secured after my event termination or I will incur a twenty-five dollar (\$25.00) locking fee per occurrence to be deducted from original Deposit funds.

5. **“As Is Condition”; Own Risk.** SRMA makes no warranty or representation regarding the physical condition of the Facilities, the furniture, fixtures and other personal property within the Facilities or their safety, security or suitability for use. No oral representation by SRMA, SRROA or their staff shall constitute any kind of warranty whatsoever. Member acknowledges that Member’s Use is at their own risk and that neither SRMA nor SRROA shall be liable to Member or to Member’s family, guests, invitees, agents and employees or any third party for any damage to person or property proximately caused by any act, omission or neglect of Member or Member’s family, guests, invitees, agents and employees or any third party. Member acknowledges that there is no lifeguard on duty at the swim facilities. Member acknowledges and agrees that SRMA and SRROA are not responsible for damaged, lost or stolen personal property.

6. **Indemnity.** To the fullest extent permitted by law, Member hereby does and agrees to indemnify, protect, hold harmless and defend SRMA, SRROA and their respective officers, directors, employees and agents from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs and expenses, including court costs and attorneys’ fees of any nature, kind or description, whether arising out of a cancelled reservation, contract, tort, strict liability, misrepresentation, violation of applicable law and/or any cause whatsoever, including, without limitation, claims for injuries to or death of any person, or damages to or loss of any property of any person or entity directly or indirectly (collectively, “Liability”) arising out of, caused by, in connection with, or resulting from Member’s reservation and Member’s Use of the Facilities. Member expressly agrees that this indemnity and hold harmless provision shall apply where Liability arises in whole or in part from the negligence of SRMA or SRROA or their respective officers, directors, employees and agents. This provision shall survive the termination of this Agreement.

7. **Release.** Member hereby releases the SRMA and/or the SRROA and their respective officers, directors, employees and agents from liability for any claims with respect to the Facilities, including negligence. This provision shall survive the termination of this Agreement.

8. **Acknowledgement of Receipt of Rules, Clean-Up Checklist.** Member hereby acknowledges receipt of the attached Community Center Rules for Reserved Events (“Rules”) and Clean-Up Checklist and hereby agrees to abide by the Rules and to inform their family, guests, invitees, agents and employees of Member who use the Facilities of the Rules that their compliance with the Rules is also required. Member hereby agrees to clean the Facilities in accordance with the Clean-Up Checklist and to meet or exceed the state at which they were entered, within their reserved time period, including, but not limited to, removal and disposal of all event associated trash from the reserved space or any community common area.

Member Signature

Printed Name

SRMA Representative Signature

Printed Name

STEINER RANCH COMMUNITY FACILITY RULES

1. The Steiner Ranch Community Facilities are private facilities and are not open to the public. Use of the Facilities is at your own risk. There is no lifeguard on duty at the swimming facilities. SRMA and SRROA are not responsible for damage, loss or theft of personal property.
2. Only members of the SRROA or the SRMA may use the Steiner Ranch Community Facilities, unless advance approval is obtained from Steiner Ranch management.
3. Members may reserve the Steiner Ranch Community Facilities, or portions of the facilities, for themselves, their family, guests, invitees, agents, and employees for events.
4. No guests, invitees, agents or employees of Member may enter any Community Facilities for a reserved event unless the Member is present; the Member, or a resident of the member's household who is at least eighteen (18) years of age, must be present at all times during the event.
5. Most Community Facility areas are locked and require use of a Member's key to gain entry. Gates and bathrooms are to remain locked at all times. Bathrooms are provided for the convenience of Members and their guests and will require use of a Member's key for entry.
6. Member is responsible for the conduct of their guests, agents and employees.
7. No event (including clean-up time), may continue past 12:00 AM (midnight).
8. No smoking is permitted indoors in any of the facilities, **including all restrooms**. Smoking is permitted outdoors only in designated areas and smoking refuse shall be deposited only in receptacles designated for smoking, i.e., ashtrays. **Community Facility trashcans are not designated receptacles**. Smoking refuse may not be emptied into Community Facility trashcans due to potential fire hazards. Member is responsible for removal of all smoking refuse.
9. No open flames are permitted. Candles are permitted providing they are within a container covering or protecting the flame and the wax is collected within the container, such as a glass or pottery container (candlesticks, candelabra, wine bottles and the like are not acceptable). The only exception is candles on cakes, which will burn no more than a few minutes. Grilling is permitted outdoors in the areas designated by the Associations. No grilling is permitted under the Pavilion Areas, but may take place just outside of, and no less than fifteen (15) feet from the facility.
10. The noise level of music is limited to a level such that it cannot be heard, or bass vibrations felt, indoors in any residence in proximity to the Community Facility. Playing of music, live or recorded, shall cease fifteen (15) minutes prior to the end of the scheduled time of the reserved event to ensure that all guests and invitees depart before expiration of the Member's reserved time.

11. Use of helium balloons is prohibited under any covered amenities area. This includes, but is not limited to, fully enclosed rooms, pavilions, and partially enclosed/partially covered areas. NO BALLOONS ARE PERMITTED IN ANY AREA WHERE THERE ARE OVERHEAD FANS OR OBSTRUCTIONS, MAN-MADE OR OTHERWISE THAT WOULD PREVENT INFLATABLE OBJECTS FROM FLOATING FREE. Failure to comply will result in a fifty-dollar (\$50.00) fine or forfeiture from the deposited amount for this infraction.

12. No alcoholic beverages are permitted by law to be sold at any Community Facility. Members may furnish alcoholic beverages, but persons under the age of twenty-one (21) may not consume such beverages.
13. Parking is permitted only in designated areas. All vehicles and boats utilizing the Lake Club facility must display a permanently affixed Steiner Ranch sticker.
14. Signs for directions and Member's event may be posted at the entrances to Steiner Ranch the day of the event and must be removed as soon the event ends. Failure to do so will result in a twenty-five dollar (\$25.00) fine.
15. All trash generated from Member scheduled events must be removed from the event area. **Common area receptacles are not to be used for the purpose of disposing of event trash**. Trash must be taken home and deposited in appropriate receptacles. Failure to do so will result in a twenty-five dollar (\$25.00) fine

ADDITIONAL RULES FOR THE LAKE CLUB

1. No circumstances or event shall allow for swimming to be permitted at or adjacent to the Lake Club.
2. The ramp adjacent to the Lake Club is neither owned nor maintained by the SRMA or SRROA. Use of the ramp is at the risk of the user(s).

EVENT CLASSIFICATION DETERMINATION FORM

This form serves the purpose to assist Steiner Ranch Residents and Association Management in determining event classification. It is intended to be a policy guideline that is subject to change and interpretation by the Executive Director, Community Coordinator or the Board of Directors.

Please answer the following questions with a "Y" or "N":

SECTION A:

- 1.) Will I (or any of my guests) be collecting monies for products or services at the event?
- 2.) Will I (or any of my guests) be attempting to market a product or service for which monies would be collected at a later date?
- 3.) Have I charged a "ticket price" or "cover" to my guests?
- 4.) Is the primary purpose of my event to accomplish a specific business goal?

IF ANY OF THE ABOVE QUESTIONS ARE ANSWERED "Y", YOU **MUST** CLASSIFY YOUR EVENT AS "**BUSINESS OR FOR-PROFIT**". NO EXCEPTIONS.

Stop here!

THERE IS NO NEED TO COMPLETE SECTION "B".

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SECTION B:

- 1.) Is my event intended to better the Steiner Ranch community as a whole?
- 2.) Will absolutely every attendee be a Steiner Ranch resident?
- 3.) Are all Steiner Ranch residents invited to my event and will I create and submit and 8.5"x11" mailbox kiosk invitation to be posted at least 2 weeks prior to the event?
- 4.) Am I willing to schedule my event during off-peak hours and days (to be determined by management and the Board)?
- 5.) Does my event involve over 10 and fewer than 100 attendees?
- 6.) Do I need the room for a period of 2 hours or less?
- 7.) Will I be using the room no more frequently than once a month?
- 8.) Will I be requesting a reservation on a continuing basis for several consecutive months?

IF **ALL** OF THE ABOVE QUESTIONS ARE ANSWERED "Y", YOUR EVENT **MAY** BE ELIGIBLE FOR CLASSIFICATION AS A "COMMUNITY EVENT".*

*All functions deemed "Community Events" must submit a \$300 deposit payable to SRMA and have a Steiner Ranch resident sign the Community Center Reservation Form. The resident will also be responsible for compliance with the Steiner Ranch Community Center Facilities Use Agreement, including a signature and will complete the Community Center Clean-Up Checklist at the end of the reserved use of the facility. If the facility is not cleaned to acceptable standards, the full deposit will be forfeited and all participants will be barred from further rights to "Community Event" classifications.

STEINER RANCH COMMUNITY CENTER CLEAN-UP CHECKLIST

✳ To be eligible for all or a portion of your security deposit, the following duties must be performed to a level of prior-use standards or better. Decisions by the Community Manager or On-Site Manager regarding sufficiency of the clean-up and damages incurred shall be final.

✳ Pre-Event Walk Through Comments and Conditions Noted:

Member Initials _____

Management Representative Initials (if available) _____

Member Name _____

Date of Event ___/___/___ Time of Event ___:___ A P to ___:___ A P

CLEAN-UP MUST BE COMPLETED NO LATER THAN ___:___ A P IF AN OUTSIDE CONTRACTOR IS NOT SECURED.

COMPLETED

DETAIL

Before

After

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | All floors clean; swept and mopped (if needed); includes room(s) used, entryway, kitchen, porches, and restrooms, if used. |
| <input type="checkbox"/> | <input type="checkbox"/> | Area A (if applicable) thoroughly vacuumed clean of all debris. |
| <input type="checkbox"/> | <input type="checkbox"/> | All windows in double glass doors shined and clean [with no fingerprints]. |
| <input type="checkbox"/> | <input type="checkbox"/> | All tables and chairs wiped clean. |
| <input type="checkbox"/> | <input type="checkbox"/> | All decorations, banners, glitter, etc. removed from room; all tape, etc. removed from tables and other approved attached areas. |
| <input type="checkbox"/> | <input type="checkbox"/> | Restrooms clean. |
| <input type="checkbox"/> | <input type="checkbox"/> | Refrigerator/Freezer cleaned, emptied and wiped. |
| <input type="checkbox"/> | <input type="checkbox"/> | Stove and ovens (conventional and microwave) clean. |
| <input type="checkbox"/> | <input type="checkbox"/> | Sinks clean. |
| <input type="checkbox"/> | <input type="checkbox"/> | No food or serving items remaining in the kitchen. |
| <input type="checkbox"/> | <input type="checkbox"/> | All smoking receptacles and smoking refuse removed by Member in Member supplied container. |
| <input type="checkbox"/> | <input type="checkbox"/> | <u>All trash generated from event removed from event area. Any common area receptacles are not to be used for disposing of event trash. Trash must be taken home and deposited in appropriate covered receptacles.</u> |

Member Signature _____

Member Printed Name _____