

The Club at Wells Point

OWNERS ASSOCIATION, INC.
CLUBHOUSE, POOL AND GRILLING STATION RESERVATION AGREEMENT

The Amenity Center and Pool is owned & operated by The Club at Wells Point Owners Association, Inc. (CWP) and Prism Realty Management.

The Board of Directors or their designee reserves the right to approve/disapprove any reservation request.

CLUBHOUSE RESERVATION:

MAX OCCUPANCY: 80 People

Description:

The Clubhouse is a climate controlled multi-purpose space that can be used for small and large events. It is equipped with a full kitchen that includes a convection oven, 5-burner cook top, microwave oven, dishwasher, garbage disposal, farmhouse sink with sprayer and pot filler, large refrigerator and freezer, and a very large island. It also has a full living room area with couch, arm chairs, end tables, coffee table, a 65" 4K HD TV, Blu-Ray & DVD player, live TV (Sony PlayStation Vue) and on-demand streaming device (Amazon Fire TV). Also available are 64 folding chairs, eight 8-foot and eight 6-foot tables, six counter stools, two long benches and two bistro tables w/ four chairs.

Max Daily Usage: 17 hours (includes any necessary **set-up & clean-up time**)

Set-up may start as early as 7am, however, your event cannot start before 9am. Your event must be completed by 12am (midnight), which includes cleaning. It is advised that you end your event at 11pm in order to give yourself plenty of time to clean up.

Costs (include any needed **set-up and clean-up time):**

\$10.00 per hour usage fee (non-refundable)

\$25.00 per hour security/cleaning deposit (refundable)

\$125.00 Cleaning Service Fee (optional)

Alcohol Policy:

If you are 21 years of age, you may serve/allow alcoholic beverages to be consumed by guests age 21 years of age and above.

If alcoholic beverages will be present at your event **AND** you will have children 11 years of age or below **AND** the pool is open for the season, you must hire a certified lifeguard for the duration of your event, which must be verified by CWP and/or Prism Realty Management.

If alcoholic beverages will be present at your event **AND** your event will be 5 hours long or more **AND** you will have 30 or more guests at your event, you must hire an off-duty Pflugerville police officer for the last 3 hours of your event, which must be verified by CWP and/or Prism Realty Management. We will verify your crowd size.

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CWP or its agents reserve the right to inspect your event at any time during your event. Any violation of this policy will result in the forfeiture of your security deposit.

CLEAN-UP – Optional Cleaning Service will do the following highlighted sections:

- **All trash must be placed in one of the large green trash bins. If the bin is overflowing, please place in one of the other bins. If all bins are full, please dispose of your trash in your trash bin at home.**
- Take down all decorations. Lessee is financially responsible for any damages caused by affixing or placement of your decorations.
- Wipe down all surfaces, including cook-top, microwave, tables, chairs, and countertops.
- Please sweep and mop floors, as needed. There is a mop bucket in the mop sink in the storage room, along with a mop, broom, and all other necessary cleaning supplies.
- Please place all cookware and/or dishware back in the cabinet or drawer where you got it from.
- Please place any dirty dishes in the dishwasher and start the cleaning cycle before you leave.
- Please check all of the restroom areas and ensure they are in clean order before you leave.
- Please check the outside space around the building to pick up any trash/debris that may have been left behind by your guest.
- Please clean any areas, including but not limited to, furniture, windows, doors, and/or walls, as needed.

Recurring Use:

Recurring use is allowed and will be reviewed on a case by case basis. A fee and deposit may be required, and such amounts will be determined by the CWP Board or its designee. Non-Profit and/or community-invited events may be eligible for a fee and deposit waiver. Recurring events are only allowed Monday through Thursday, exceptions may apply.

POOL RESERVATION:

NO reservations will be scheduled for the same time or on the following days/weekends:

Memorial Day, Fourth of July, or Labor Day

BEFORE:

- Please read the pool rules located on the CWP website: www.theclubatwellspoint.org
- Two reservations per household allowed per year.
- **Limit of 35** people (kids and adults) per event.
- One adult (18 or over) is required for each three children under 18 who attend the event.
- Events are limited to two hours; however, you may use for longer if there are no other bookings after yours. All pool events must be completed by 10:00 p.m.

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- **If your event has 10 or more guests, ask them to bring lawn chairs so that pool chairs and loungers are available for residents.**
- A \$35 deposit is required to reserve the pool area. The deposit will be held until pass of inspection and compliance to the rules during the event. If it is determined that these rules were not followed, the deposit will not be refunded.

DURING:

- **DO NOT PROP OPEN THE GATE.** This is a serious safety issue. Assign someone the job of running the key to the gate or sitting near the gate until all guests and supplies have arrived.
- The Lessee whose signature is on this agreement must be present during the entire event.
- No glass of any kind.
- No smoking.
- No alcohol.
- Your event should not inconvenience residents of The Club who are at the pool. Please be as considerate as possible.
- Do not use the entire shaded area, allow shade for residents who may be at the pool during your event.
- Children are not allowed into the fitness center; please make sure this door is closed.

AFTER:

- **All trash must be placed in one of the large green trash bins. If the bin is overflowing, please place in one of the other bins. If all bins are full, please dispose of your trash in your trash bin at home.**
- Take down all decorations. Lessee is financially responsible for any damages caused by affixing or placement your decorations
- Please leave chairs and tables neatly arranged under the awning and rearrange furniture around the pool.
- Wash down your event area with the hose near the gate, making sure to wash food particles toward the grass.

GRILLING STATION:

Description:

The Grilling Station is equipped with a built-in 5-burner stainless-steel propane-tank-fueled grill with lights inside and a rotisserie unit, two side burners, built-in charcoal grill, hot & cold water sink with soap dispenser, paper towel holder, built-in ice chest, and slide-out trash can. It has several electrical outlets available for use. The station is under a large pergola and is covered with a bronze polycarbonate top to protect from rain and other falling debris.

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Information:

- The Grilling Station is available for reservation with deposit.
 - Propane Grill & Side Burners: \$50 deposit
 - Charcoal Grill: \$50 deposit
- If reserving both units, each deposit check or money order must be separate. Cash is not accepted. Please note on the deposit which unit you are reserving.
- Rental is limited to two hours; however, you may use it longer if there are no other bookings after yours. All reservations must be completed by 10:00pm.
- The Grilling Station must be thoroughly cleaned in order to avoid losing your deposit.
- Request will be considered on a first come, first serve basis. Whoever submits their completed reservation agreement first will have first choice of which grill they would like to reserve. An email, phone call or left messages does not constitute a completed reservation. A completed reservation includes a signed agreement and full deposit.
- **No one under the age of 16 is allowed to operate either of the two grills.**
- Your deposit(s) will be held until pass of inspection and compliance to the rules during the reservation. If it is determined that the rules listed here were not followed, the deposit(s) will not be refunded.

Propane Grill & Side Burners:

- You must provide your own propane tank for the propane grill and side burners. It only requires one tank to fuel both the grill and side burners.
- The tank door to connect your tank is locked and upon acceptance of a completed reservation agreement and deposit, the tank door will be unlocked for you.
- When connecting your tank, please ensure that your connection is tight and secure, however, **please do not over-tightening, in effort to avoid damaging the connector valve.**
- To ignite the burners, please press in the knob, hold for a couple seconds and slowly turn to the right, then release. Please repeat until burners are successfully ignited. **If you cannot get the burners to ignite, please do not continue to attempt ignition.** Please wait a few minutes to allow any released gas to dissipate and then try again. If you still cannot successfully ignite the burners, please contact HOA or Property Management for assistance.
- Please turn all knobs to the **OFF** position, close the cover on the grill and return the cover for the side burners when you are finished.
- Please ensure that all knobs are in the OFF position before you close your tank valve and remove the tank. When unscrewing your tank, please turn it slowly until it is completely unscrewed.
- Please ensure that the rotisserie and the interior lights are turned off.

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- Cleaning supplies are kept underneath the charcoal grill. Please return all cleaning supplies to the location from which you got them.
- **Reasons your will lose your deposit:**
 - **Failure to thoroughly clean the propane grill and side burners.**
 - **Any damage to the propane grill, side burners, or any of their accessories.**
 - **Any other reasons that cause additional costs to the association, as determined by the Association Board.**

Charcoal Grill:

- You must provide your own charcoal or heating source. Please only use grilling charcoal or grilling wood inside the charcoal grill.
- You must thoroughly clean the grill upon completion of use.
- Do NOT use water or any other liquid to extinguish the hot coals.
- Cleaning supplies are kept underneath the charcoal grill. Please return all supplies to the location from which you got them.
- Please remove any leftover coals and ash, and place them in the clay pot to the right of the grilling station. You may carefully move the ceramic pot in front of the grill to help keep the coals and ash in the pot. Please carefully move it back when finished. There are heat resistant gloves under the grill and a coal shovel in the pot or under the grill available for use. Please return them when finished.
- Please return all parts and accessories and close the lid when you are finished.
- If you reserved the charcoal grill and someone is using it when you arrive, please let them know respectfully, that you reserved the unit for the stated time period.
- **Reasons your will lose your deposit:**
 - **Failure to thoroughly clean the charcoal grill and parts.**
 - **Any damage to the charcoal grill and any of the accessories or parts.**
 - **Any other reasons that cause additional costs to the association, as determined by the Association Board.**

Sink:

- Please be sure to shut off any running water when you are finished.
- Clean and wipe out the sink of any debris or food.

Built-in Ice Chest:

- There is a drain stopper in the ice chest, please ensure it is placed in top tray before you leave to ensure that it does not block the ice or water from draining.
- Please return the cover and that it is fit snugly in place when you finish.

Towel Holder:

- **Paper** Please close the cover when you are finished.

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Slide-out Trash Can:

- Please do not place any liquids in this trash can.
- You may use this trash can for your food scraps and trimmings. It is an enclosed trash can, so please keep it closed when not in use.
- This is your trash; you are responsible to taking it out when you are done. Please take out the bag, tie it up, and place it in the large green bin.
- There are extra bags behind the trash can. Please put a new trash bag in the bin.

Countertop:

- Please wipe down the countertop when you are finished. The countertop is very porous and will stain very easily. If any spills occur, please use soap and warm water to scrub it out immediately. Please do not use any hard or abrasive cleaners or any metal type scrubbers or brushes to clean the counter-top.

DAMAGE

CWP staff and Lessee will inspect for damages and condition within 48 hours after the event. Damages to the Facility shall be paid for in full by Lessee. Lessee is responsible for any and all damages to the Facilities caused by the Lessee or anyone associated with the Lessee's use of the Facility. Any Lessee, whose damages exceed the security deposit, agrees to pay any differences. Any CWP Member, whose damages exceed the security deposit, agrees that amounts not paid will be added to their CWP account as a special assessment.

INSPECTION & LIABILITY

CWP reserves the right to inspect and control all private functions and will not assume liability for (1) any personal property or equipment of Lessee, Lessee's guests, or Contracted Vendors or (2) any injury to Lessee, Lessee's guests, or Contracted Vendors. Lessee hereby indemnifies, defends, and holds CWP harmless from any and all claims, actions, damages, liabilities, costs, and expenses arising out of any such event.

CWP makes no warranty or representation regarding the physical condition of the facilities, fixtures or personal property within the facilities or their safety, security or suitability for use. No oral representation by the CWP or their staff shall constitute any kind of warranty whatsoever. Lessee acknowledges that use is at their own risk and that CWP shall not be liable to any party for damage to person or property caused by any act, omission or neglect of lessee or their guests, agents, employees, contractors or any third party thereof.

INDEMNIFICATION

To the fullest extent permitted by law, Lessee hereby indemnifies, protects, holds harmless and defends CWP and their respective officers, directors, employees, and agents from and against all claims, demands, 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

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whatsoever, including, without limitation, claims for injuries to or death of any person, or damages to or loss of property of any person or entity directly or indirectly (collectively, "Liability") arising out of, caused by, in connection with, or resulting from Lessee's reservation and use of the facilities. Lessee expressly agrees that this indemnity and hold harmless provision shall apply where Liability arises in whole or in part from the negligence of CWP or their respective officers, directors, employees and agents. This provision shall survive the termination of this agreement.

VIOLATIONS

Violations of rules and regulations for use of The Club at Wells Point Amenity Center & Pool may place the Lessee on the ineligible list for future use. **If there is a violation of these policies, use of the Facility may be cancelled immediately and no refunds of said security deposit will be made to the Lessee.**

This Agreement is binding. No other agreements, verbal or otherwise shall be honored or deemed valid unless a formal amendment to this contract is made and signed by both parties. If this Agreement is signed in the name of a corporation, partnership association, club or society, the person signing represents and warrants to CWP that he/she has full authority to sign such a contract, and in the event he/she is not authorized, that he/she will be personally liable for the faithful performance of this Agreement.

ACKNOWLEDGEMENT

Lessee hereby acknowledges receipt of The Club at Wells Point Amenity Center & Pool Rules, Guidelines, and Procedures, and hereby agrees to abide by the Rules and to inform their family, guests, invitees, agents, contractors, and employees that their compliance with the Rules is also required.

LIABILITY OF OWNERS FOR DAMAGE TO COMMON AREA AND FACILITIES

The Club at Wells Point Owners Association is a covenant controlled subdivision and serves the homeowners of this community. The common areas and facilities of this association are for the homeowners, also known as members of the association. To the extent of the Owner's liability under applicable State law, each Owner shall be liable to the Association for any and all damages caused by the negligence or willful misconduct of such Owner or such Owner's family, **or by any tenant or other occupant of such Owner's Lot**, or any guest or invitee of such Owner to the Common Area, the maintenance of which has been assumed by the Association. The full cost of all repairs of any damage to the Common Area and Facilities for which an Owner is liable under Section 2.35 of the Association's DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (DCCR's) and applicable State law shall be an Assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectible in the same manner as provided in Article 5 of the DCCR's, including but not limited to foreclosure of such lien.

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As a result of such owner liability, any tenant or other occupant of such Owner's Lot, must acquire the signature of the registered owner before a reservation agreement is considered accepted and completed. The owner understands that they are liable in the event of any such damages, should the tenant fail to assume liability for such damages.

SUBMITTAL INSTRUCTIONS

Submit this signed agreement and your check(s) or money order(s) made payable to The Club at Wells Point and deliver to: Prism Realty Management, 201 S. Lakeline Blvd #504, Cedar Park, TX 78613. Forms are to be submitted ***at least one week before the event***. Deposits will be returned upon successful inspection of the reserved units/facilities. You may also email signed agreement to clubhouse@theclubatwellspoint.org and pay online. **For all online payments, there will be a \$5 transaction fee, due to the fees we are charged to process the transactions. The fee will be deducted from your deposit upon a passed inspection.**

Please select (check) which items you would like to reserve or elect:

- Clubhouse - \$10/hr Fee & \$25/hr Deposit - No. of hours: _____
No. of guests: _____ - 11&Under Children: Y/N Alcohol: Y/N
- Pool - \$35 Deposit
- Propane Grill & Side Burners - \$50 Deposit
- Charcoal Grill - \$50 Deposit
- Cleaning Service - \$125 Fee

Owner-Lessee Name: _____

(if applicable) Tenant-Lessee Name: _____

Street Address: _____

Owner Phone: _____ Tenant Phone: _____

Owner Email address: _____

Tenant Email address: _____

Reservation Date: _____ Total Deposit: _____ Total Fee: _____

Reservation Start Time: _____ Reservation End Time: _____

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In consideration of being permitted to use the Amenity Center and the Swimming Pool, Lessee agrees to indemnify and hold harmless each of Declarant, the Association, and Prism Realty Management, Inc. (collectively, the "Indemnified Parties," and individually, an "Indemnified Party") from all loss, liabilities, damages and costs (including attorney's fees and court costs) that any or all of the Indemnified Parties may suffer or incur as a result of Lessee use (or the use by Lessee family members, or guests) of the Amenity Center, the Swimming Pool, and/or the Grilling Station, or as a result of Lessee failure to comply with this Agreement. Lessee agrees to pay all costs of damage above the amount of the security deposit, including replacement cost and labor. In the event of a dispute, the Board of Directors will be the final authority to determine if the forfeited deposit and/or amount charged to the Lessee for damages is fair and reasonable.

CANCELLATION POLICY

In the event you need to cancel your reservation, if you have already paid your deposits and/or fees using the online payment method, then there will be a \$10 cancellation fee.

I have read and agree to the above rules and conditions:

Tenant/Lessee Signature: _____ Date: _____

Owner/Lessee Signature: _____ Date: _____

CWP & Property Manager USE ONLY : KEY: C-Clubhouse, P-Pool, PG-Propane Grill, CG-Charcoal Grill

Approved By Signature: _____ Approved By Name: _____

Date Approved: _____

Inspection Date: _____ Inspection Time: _____

Pass: _____ Fail: _____

Inspection Performed By: _____

Deposit Returned By: _____ Deposit Returned Date: _____