

VALENCIA CLUBHOUSE RENTAL AGREEMENT

WWW.VHOASATX.COM

(210) 787-6057

SECTION I – PREMISES & EVENT INFO

A. **General Information:** The premise of the Valencia Home Owners Association Clubhouse is located at 13103 El Sendero St, San Antonio, TX 78233. For rental purposes, these premises may be used at the discretion of the Board of Directors of the Valencia Home Owners Association (VHOA), a 501(c) 7 non-profit organization.

B. **Event & Renter Info:**

Date of Event:	
Renter's Name:	
Mailing Address:	
City, State & Zip Code:	
Phone:	
E-Mail Address:	
Event Time:	
Event Description (must vacate by 12:00 AM):	
How did you hear about our Clubhouse?:	

SECTION II – ELIGIBILITY, RULES AND SPECIFIC POLICIES

A. **Eligibility:** All members or associate members in good standing with VHOA may rent the facilities as long as they agree to abide by the Rules and Policies contained in this agreement. The member or associate member shall be the responsible party and shall not delegate or transfer that responsibility.

B. **Rules:** Renter agrees to and accepts the following:

1. Renter has inspected the facilities and is aware of its current condition and suitability for his/her event.
2. This agreement is for permitted use during the date and time stated above.
3. Renter accepts full responsibility of the premises and will hold VHOA harmless from any loss, damages, injuries, or claims of liability.
4. Renter agrees to abide by VHOA's policies, which are listed below, and assumes full responsibility for the conduct of his/her guests, family, invitees and any consequences from their contractors, vendors and employees.

C. Specific Policies: The renter and the VHOA board agree to the following: (Indicate agreement and understanding of each item by initializing in space provided.)

#	Renter	Board Rep	Policy
1			Alcoholic Beverages: May be served at your own risk. (Our insurance policy does not cover incidents involving Alcohol). (1) Kegs must remain on Patio; (2) Alcoholic beverages shall not be served to anyone under the age of 21; (3) No alcoholic beverage will be sold on the premises.
2			No unlawful activity will be conducted on the premises and all city & county codes will be adhered to.
3			Renter or designated named adult agrees to remain on premises during the entire event.
4			No profit-making activity will be conducted on the premises.
5			Barbecuing is not permitted under any covered area.
6			Fireplaces are inoperable and have been disabled.
7			Renter agrees to utilize decorating methods that will not damage the walls, ceiling or floors of the clubhouse or other areas of the premises and agrees to the following restrictions: No silly string, glitter or confetti of any kind. If you remove any of the existing pictures or decorations, please put them back. Do not use stickpins, thumbtacks, screws or nails on the walls or wood surfaces. You may use tape to hang your decorations, banners, etc., from the wood surfaces (as long as the tape is not the kind that will damage the paint or finish on the walls); the tape must be removed after your event. Do not drag tables and chairs on floor as this could cause permanent scratches and scuff marks. A \$300 fee may be assessed to restore floor.
8			In consideration of neighbors, noise must be kept at an acceptable level. Function must be over by midnight and all party members out of building by 1:00 A.M. to allow time for cleanup.
9			NO SMOKING INSIDE THE CLUBHOUSE. Smoking is permitted on the back covered patio and garden areas only. Do not leave cigarette butts on the ground. Use plastic sand-filled containers provided throughout the back patio and garden area.
10			Make sure all 3 AC/Heating units are in the "OFF" position when you leave. You will be charged \$50.00 for each unit left "ON." Keep thermostats set at a reasonable temperature.
11			\$100.00 will be charged for loss of each clubhouse key given to you or failing to put all tables, chairs, furniture and fixtures back as you found them.
12			Inflatable bouncers may be used at your own risk. WHOA is NOT liable for injuries to users or damages to inflatable bouncers of any type.
13			Glass beer bottles are NOT permitted on premises.
14			VHOA and its representatives reserve the right to terminate this agreement and your event if law enforcement is called to the premise for any reason during your event.

SECTION III – FEES, DEPOSITS, PAYMENT, REFUNDS & CANCELLATION

A. Fees & Deposits:

RESERVATION FEE (NON-REFUNDABLE)	\$100.00
DAMAGE DEPOSIT (REFUNDABLE BASED ON CONDITION OF FACILITY AFTER RENTAL TIME)	\$300.00
CLUBHOUSE RENTAL FEE (REFUNDABLE BASED ON REFUND AND CANCELLATION #3 AND #4)	\$750.00
TOTAL	\$1,150.00

The above fees are set by the Board of Directors of the Valencia Home Owners Association and are effective as of **JULY 25, 2022**. In the future, all fees can be changed at the board's discretion.

B. Refunds & Cancellations:

1. Membership fee: VHOA is a 501(c) 7 non-profit organization; as such you must be a member of VHOA in order to rent the clubhouse. Your first rental of the current calendar year includes the mandatory annual membership fee; your membership has various benefits thru December 31st of the current calendar year.
2. A Reservation Retainer fee of \$100.00 is required in order to lock in your event date and is **NON-REFUNDABLE**.
3. Clubhouse rental fee is **NON-REFUNDABLE** for cancellations made less than **60** days prior to your event.
4. You will receive a **FULL REFUND** (less the non-refundable \$100.00 Reservation Retainer) for cancellations made more than **60** days prior to your event.
5. The damage deposit will be returned by mail within 10 days to the renter by check, provided no loss or damage to the premises are incurred and the renter has not been found in violation of any rules or policies. In the event of loss or damage to the premises in excess of the deposit amount, the renter will be financially responsible for the remaining balance of expenses incurred to restore the premise to its prior condition.

C. Payments:

1. VHOA accepts printed checks, money orders, cashiers checks or cash. **No temporary checks.**
2. **All remaining rental fees must be paid in full 30 days prior to rental date. For events scheduled in less than 30 days, payment in full is required.**

Total Amount Due	\$ 1,150.00
Less Amount Paid Today (minimum \$100 reservation retainer)	\$
BALANCE DUE 30 DAYS BEFORE YOUR EVENT	\$

SECTION IV – ACCEPTANCE & AGREEMENT

This document, when signed by the renter and a representative of the VHOA Board, will be the “**Rental Agreement**.” No changes will be allowed unless agreed to in writing and signed by an officer of the VHOA Board. The “**Rental Agreement**” will serve as your receipt for monies paid.

*I, as the renter, have read the entire “**Rental Agreement**” and understand that failure to abide by the “**Rental Agreement**” could subject my rental to termination, forfeiture of monies paid and possible legal action at the discretion of the VHOA board of directors.*

Executed this _____ day of _____, 20__

Mail Payments to VHOA Treasurer P.O. Box 34418 San Antonio, TX 78233

_____ **Renter’s Signature**

_____ **Renter’s Printed Name**

_____ **Date of Event**

Accepted By: _____
On behalf of the Valencia Home Owners Association