

TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION, INC.

14 County Road 480 * Palacios, Texas 77465

Tel. No. (361)-972-3998 Fax No. (361)-972-0309

E-mail www.tricounty@outlook.com * Web Site tricountypoa.org * Facebook Tri-County Point POA

Facility Rental Agreement (11/2018)

POA Use Only	Deposit received	Rental Rec'd	Closed Bar Fee Rec'd	Deposit Refunded
Date				
Amount				
Check #				

FACILITY RENTAL AGREEMENT

DATE SUBMITTED: ___/___/___ Rental Date(s): ___/___/___ From: _____ AM/PM to _____ PM

Est. Attendance: _____ Individual/Group Name: _____

Event Type: _____

Person in Charge: _____ Contact Phone: _____

Address: _____ Home Phone: _____

City: _____ Zip: _____ Email: _____

If you are a POA member: Section _____ Lot number _____

Will you be collecting fees? Yes / No If yes, for what purpose? _____

Will there be alcoholic beverages available at your event? _____ Yes _____ No

Event Coordinator is _____ phone _____

(All coordination of the use of the center for your event will be handled by this person)

TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION, INC.

14 County Road 480 * Palacios, Texas 77465

Tel. No. (361)-972-3998 Fax No. (361)-972-0309

E-mail www.tricounty@outlook.com * Web Site tricountypoa.org * Facebook Tri-County Point POA

Please place your initials beside each item indicating you have read and agree with the following terms and conditions:

-] The rental fee includes the use of the facility the day of the event. At the POA coordinator's sole discretion, the facility may be made available prior to the event for set-up, the day of the event decorations and other items need to be removed.
-] CLEAN-UP: The renter is responsible for leaving the rooms as clean as found. A pre-rental walk through with the POA Coordinator before the event and a post-rental inspection may be completed.
The renter is responsible for (1) wiping off the counters, tables and chairs and putting the chairs on top of the tables (2) sweeping up trash, and (3) emptying all trash cans.
Failure to leave the facility as clean as you found it will cause you to lose your deposit.
-] NO TRASH RECEPTICAL ONSITE -All trash and food must be taken with you at the end of the event. DO NOT PUT YOUR TRASH IN ANY CONTAINER OR DUMPSTER IN THE POA. TAKE IT HOME WITH YOU!
-] No smoking in the facility at any time.
-] The rental includes the use of the kitchen and refrigeration if request is made to the POA Event Coordinator, all food brought in shall be placed on the designated areas. No minors allowed in kitchen.
-] Any decorations other than standard decorations, must be approved by the POA event coordinator prior to decorating for the event. No nails, confetti, writing or other materials that make holes in the walls or ceiling may be used.
-] No rice to be thrown on property, if something is going to be thrown after a wedding please only use birdseed outside the facility.
-] NO candles and other flammable devices allowed.
-] Fire exits or return air vents CAN NOT be blocked at any time during event.
-] Any persons considered unruly by POA must leave the building and entire POA property immediately, failure to comply could lead to immediate termination of the rental and closure of the facility.
-] No guns are allowed on the POA premises
-] Remove all signage at the end of the event.

The misuse of the facility or non-conformance of rules and regulations justifies forfeiture of the deposit and denial of any future use. The POA is not responsible for any lost or stolen items or items left by the rental party.

TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION, INC.

14 County Road 480 * Palacios, Texas 77465

Tel. No. (361)-972-3998 Fax No. (361)-972-0309

E-mail www.tricounty@outlook.com * Web Site tricountypoa.org * Facebook Tri-County Point POA

RULES AND REGULATIONS FOR USE OF COMMUNITY CENTER FACILITIES

Hours of Availability: Sunday - Thursday 9:00 AM - 11:00 PM / Friday & Saturday 9:00 AM - Midnight

NOTE: POA reserves the right to refuse lease to any organization or individual based on its sole discretion.

Reservations are not taken more than twelve (12) months in advance or less than two (2) weeks prior to the event. Reservations requested within two weeks are handled on a case by case basis.

There is a one day minimum of all rentals. Groups who use the facility on a regular basis (e.g. weekly or monthly) will have fees negotiated with the POA board.

The person completing the rental contract must be at least 21 years of age and must be present during the event. The applicant must provide adequate supervision for all guests in attendance.

A completed Facility Rental Agreement form must be completed. A security deposit will be required at the time of execution of the Facility Rental Agreement to confirm your reservation date, time and location.

Full payment is required at least 7 days prior the event, if it is not paid timely, the event will be cancelled and security deposit forfeited. The security deposit less any deductions deemed appropriate solely by the POA will be issued and mailed to the organization/individual within 7 business days.

Cancellation of a reservation must be given in writing (or e-mailed) by the renter at least 30 days in advance of the reservation use date and the renter will receive a full deposit refund, if cancelled in less than 30 days, the security deposit will be forfeited.

The total number of people using the rented space shall not exceed the 100. Adequate supervision and/or chaperones must be provided by the applicant.

If the use of the building exceeds the time period in the agreement, a surcharge will be assessed per each 30 minute overage of up to \$100 per hour, but it is at the discretion of the POA event coordinator at the event.

The noise level in the facility and surrounding area shall be in compliance with POA code. Noise shall be monitored. Failure to comply immediately ends the rental. *(Basically, sound from audio equipment operated at a volume so as to be audible greater than 50 feet from the Recreation Facility will be considered too loud.)*

[] WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

I certify that I am the authorized representative of the organization/individuals named herein. I agree on behalf of myself and the organization to supervise all activity on the premises and to fully comply with and enforce the POA rules and regulations during the time allocated for use by the organization/individual and guests. This agreement may be immediately terminated if the organization/individual and/or guests fails to comply with and/or enforce POA rules and regulations.

In consideration for the acceptance of this application, the organization/individual and guests named herein hereby waives, releases and agrees to hold harmless the POA, its officers, officials, employees, agents and volunteers including class instructors from any and all claims for injuries, damages, losses or suits, including all legal costs and attorney's fees, arising out of or in connection with the participation in this agreement and the rental of this POA facility by the organization/individual and guests named herein.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BEFORE SIGNING IT.

Signature

Date

Print your name