

# IRON HORSE CANYON HOA, INC.

## FACILITY RENTAL LEASE AGREEMENT

### *CABANA ONLY – 13250 IRON HORSE WAY*

Property: IRON HORSE CANYON Date: \_\_\_\_\_ By: \_\_\_\_\_

#### Part 1: RESERVATION CRITERIA

Please read before Proceeding: The Owner of Record must be in good standing with assessments and violations, in accordance with state law, to use/reserve/lease the Association’s amenity facility. Notice to Tenants: Because each Owner of Record is responsible for their Tenant(s), the Association requires the Owner’s authorization in writing or via email allowing their Tenant(s) to use/reserve/lease the Association’s facility. The Resident must show Photo ID and proof of residency reflecting their name and address at the Association.

Two (2) weeks advance notice is required. Facility is reserved on a first-come, first-serve basis. No reservation is final until all criteria are met and the Association has received this executed form, and applicable security deposit and use fee made payable to the Association via two separate **MONEY ORDERS OR CASHIER’S CHECKS (CASH IS NOT ACCEPTED)**. Facility cannot be rented during Association-sponsored events or Board/annual/Special Meetings held at the Facility; nor can the Facility be used for commercial/sales-related type functions. The Association and Management Company reserve the right to cancel any reserved/scheduled owner/resident function at any time for any reason.

#### Part 2: RESERVATION INFORMATION

• Rentable Facility:	Cabana ONLY. Rental is for Cabana ONLY and does NOT include reservation of the Pool. The pool may be used on a non-exclusive basis during the function.
• Rentable Period:	Cabana rental hours are 8 AM – 10 PM Tuesday thru Sunday. <b>Facility is closed Mondays for maintenance.</b> One reservation per day allowed at the Facility (Per Owner). Party must be contained within the Cabana area.
Facility Deposit:	<b>\$100.00 (The only form of payment is MONEY ORDER or CASHIER’S CHECK).</b>
• Use fee	<ul style="list-style-type: none"> <li>• On-Season Reservation (during pool season): \$50.00 for 4 hours.</li> <li>• Off-Season Reservation (when Facility closed): \$300.00 for 4 hours (Includes Use &amp; Furniture Set-Out Fees).</li> <li>• Any Rentals exceeding 4 hours will be charged the rate of \$25.00 per hour.</li> <li>• <b>The only form of payment accepted is MONEY ORDER OR CAHSIER’S CHECK (no cash accepted).</b></li> </ul>
• Guest Limit:	50
• Lifeguards:	There is no lifeguard on duty; this is a swim-at-your-own-risk facility. Adhere to all posted rules.
• Access:	Residents must use their own access card.
• Stipulations:	<b>Lessee must post their own sign that the cabana is reserved for private function and a copy of the signed reservation form must be on hand during the event. The reserving party is responsible for removing decorations and trash accumulated from their party from the recreation facility. No vehicles are allowed on any unpaved area of the recreation center. Access to other areas of the recreation facility, to include but not limited to, the restrooms and parking lot, may not be restricted, blocked off or reserved at any time, prohibiting other homeowners from accessing the common areas. Failure to adhere to the agreement conditions may result in the forfeiture of the facility deposit.</b>

#### Part 3: LESSEE INFORMATION & ACKNOWLEDGEMENT/INDEMNIFICATION

**PRINT LEGIBLY**

OWNER  TENANT (Provide owner’s name for verification purposes): \_\_\_\_\_

Reservation type:  On-Season  Off-Season

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Address: \_\_\_\_\_

City State Zip \_\_\_\_\_

Email: \_\_\_\_\_

Contact Tel.: \_\_\_\_\_

Desired Use Date: \_\_\_\_\_

Time: \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

Party Type: \_\_\_\_\_ Guests Quantity: \_\_\_\_\_

#### Part 4: LESSEE'S ACKNOWLEDGMENT & INDEMNIFICATION AGREEMENT

**Lessee's Acknowledgment of Stipulation and Responsibility, and Indemnification Agreement:** This agreement is made between IRON HORSE CANYON Homeowners Association, Inc. (hereinafter referred to as "the Association") and the owner/tenant resident (hereinafter referred to as "lessee") named herein. For and in consideration of the permission of the Association for the Lessee to use the association's property (the Facility), Lessee acknowledges and agrees to read, understand and fully comply with the entire rental stipulations and criteria stated herein as well as the rules and regulations governing use of the facility, and Lessee acknowledges that Lessee's family members and guests must also comply. Lessee agrees to assume full responsibility for the actions of self and all family members/guests.

Additionally, Lessee acknowledges, accepts and agrees to comply with all of the following:

1. This reservation is for a party in the Facility and does not include use of any other facilities unless otherwise noted herein. Lessee must be present during the entire function and the clean-up period.
2. The guest limit of 50 will not be exceeded.
3. Your reservation of the cabana includes NON-EXCLUSIVE use of the pool; therefore, other residents are NOT limited or restricted from using the pool during your cabana reservation period.
4. Lessee may hire their own lifeguards and/or security for their event. The board reserves the right to require the Lessee to hire lifeguards and /or security, at Lessee's expense, for Lessee's event.
5. A copy of the signed reservation form must be on hand during the event. A sign must be posted at the Cabana that there is reservation at the CABANA ONLY. Signs MAY NOT be posted elsewhere in the Iron Horse Canyon community.
6. Lessee must ensure that all guests park in the appropriate area. NO VEHICLES ARE ALLOWED ON ANY UN-PAVED AREA OF THE RECREATION CENTER. Any vehicle seen off of the paved areas will result in automatic forfeiture of the facility deposit and will be subject to tow at the owner's sole expense.
7. Access to other areas of the recreation facility, to include but not limited to, the restrooms and parking lot, may not be restricted, blocked off or reserved at any time, prohibiting other homeowners from accessing the common areas. Lessee must ensure interior/exterior doors at/into/within the Facility (if applicable) are properly secured after use and locked if applicable and any alarm codes set (if applicable) upon termination and cleanup after the function.
8. Lessee must remove all of their decorations and trash from the Facility area(s) and receptacles immediately following the function, resulting from their party in the Cabana area. Lessee must clean and restore the Facility and appurtenant areas (including furniture, fixtures, or appliances as applicable) to their proper condition and setup.
9. Failure to adhere to the agreement conditions may result in the forfeiture of the facility deposit. Lessee acknowledges that the Facility Deposit will only be refunded after the Facility has been inspected by the Association/FirstService Residential and it has been determined that there are no damages, missing items or rules infractions and that the Facility has been properly cleaned and restored to an acceptable condition, including return of the Association's facility key, if applicable. Should Lessee's facility deposit be forfeited, Lessee agrees to immediately pay for and/or reimburse the Association for any cleaning/repair/replacement costs and/or rules infraction fees that exceed the amount of Lessee's facility deposit.



\_\_\_\_\_  
Lessee's Signature & Acknowledgement & Acceptance of Responsibility

\_\_\_\_\_  
Date

# IRON HORSE CANYON – FACILITY RESERVATION CHECKLIST

**PART 1: RESERVATION QUALIFYING CHECKLIST**      **FirstService Residential Rep:** \_\_\_\_\_      **Date:** \_\_\_\_\_

1	Owner of Record on Account is: _____ Account Status Verified? _____
2	If Lessee is Tenant, Association has received Owner’s written authorization via letter or email: _____
3	Form of ID and Proof of residency provider: <input type="checkbox"/> Driver’s License <input type="checkbox"/> Other: _____
4	Desired Reservation Date and Time available per HOA Reservation Calendar, and data logged in HOA’s Reservation Calendar? _____
5	Guest Quantity within HOA parameters? <b>(Limit is 50)</b>
6	Security Deposit & Fee Calculation via <b>Two Personal Checks, Money Orders or Cashier’s Checks</b> (No cash accepted):

	▶ Facility Security Deposit	\$ 100.00	\$100.00
	<input type="checkbox"/> <b>On-Season</b> Use Fee (4 Hour Limit)	\$ 50.00	\$
	<input type="checkbox"/> <b>Off-Season</b> Use Fee & Furniture Set-out Fees (4 Hour Limit)	\$ 300.00	\$
	Beyond 4-Hour Limit Hourly Fee: _____ hours x \$25.00 per hour =		\$
	<b>Total Security Deposit and Fees:</b>		\$
	<b>PERSONAL CHECK, MONEY ORDER OR CASHIER’S CHECK #’S:</b>	_____	_____

7	Give applicable rules/forms to Lessee: <b>(Swimming Pool Rules &amp; Regulations)</b>
8	Ensure the form of payment references <b>Use Fee (s) and Security Deposit.</b>
9	Does Owner/Tenant Lessee need facility key? <input type="checkbox"/> N/A (Residents use their own access card.)

**PART 2: AFTER-RESERVATION-SCHEDULED CHECKLIST**      **FIRSTSERVICE REP:** \_\_\_\_\_      **DATE:** \_\_\_\_\_

1	<b>ADMIN:</b> Inspector and applicable parties noticed on ___/___/___ (via <input type="checkbox"/> email <input type="checkbox"/> call) of this reservation. Inspector Notes: Email Cindy Lowe ( <a href="mailto:cindy.lowe@fsresidential.com">cindy.lowe@fsresidential.com</a> ) contact number 210-829-5207 ext 154 or Veronica Juarez ( <a href="mailto:veronica.juarez2@fsresidential.com">veronica.juarez2@fsresidential.com</a> ). Contact number 210-82-5207 ext 169.
2	<b>ADMIN:</b> Facility Inspected on ___/___/___ <input type="checkbox"/> Deposit to be Returned  <input type="checkbox"/> Deposit to be forfeited due to cleaning or damages. <input type="checkbox"/> Attach itemization of cleaning/damages & charges.  <input type="checkbox"/> Owner/Tenant Lessee owes additional charges beyond forfeited cleaning/damages deposit totaling \$ _____ <input type="checkbox"/> Attach itemization of cleaning/damages & charges.