

## **Amenities Center Reservation Form**

Property Owner:		L	ot #:	
Property Address:				
Email Address:		Phone Number:	( )	
Event Date:				
Event type (please check one): _	Wedding/Reception Business Function		•	•
Property Owner Signature(s):				
<u>-</u>	et are completed and return agement at 1114 Lost Creel	ed with <b>BOTH</b> che k Blvd., Austin TX t.com.	cks (rental fee and 78746 or e-mail	nd refundable to m – 2pm or
pavilion. Option 2: Four (4) Hou 12pm, 1pm - 5pm or 6p located on the pavilion. Option 3: Four (4) Hou between 8am – 12pm, 1 your guests during the will still have access an	nr Reservation: Pond Pavi om – 10pm. It includes ex	lion for four (4) h clusive use of tabl oor Kitchen at the n. Please note tha r kitchen. Other i	our block- betwes and chairs; a Pool for a four at the pool is not members of the	reen 8am — s well as grille -hour block; t restricted to community
Please note, ALL fees and docume with two checks: one for the renta King Oaks Property Owners Asse the pond pavilion or outdoor kitc	al fee, the other for the de ociation with a memo noto	posit. Checks she	ould be payable	to:
<ul> <li>Full Day Renta</li> <li>Four Hour Ren</li> <li>Outdoor Kitch</li> </ul>		\$400.00 fee \$150.00 fee \$200.00 fee	\$300 dep \$300 dep \$200 der	posit**

- \* Total amount may be paid with two checks made payable to POA of King Oaks
- \*\* You must take a photo before and after rental to verify condition is the same as when you arrived to receive a refund of your deposit in full.

<b>Documentation:</b>	Release of Liability and Assumption of Risk
	Member Information Sheet

This reservation gives you exclusive use of only the indicated facilities during your scheduled event. It does not give you exclusive use of the <u>Pool, Pool/Patio Deck</u>, and <u>Pavilion greenbelt and restrooms</u>. We hope you have an enjoyable event. Please email us at <u>Info@southstarpropertymgmt.com</u> with any comments.

## King Oaks Amenities Center Policies

- You will be given a keypunch code to open the pool gate and pavilion restrooms.
- The property should be inspected and all items reported 48 hours before your events.
- Property owner must be current on annual POA dues to use the facilities.
- Property owner must be present during entire event. FAILURE TO DO SO WILL RESULT IN A
  FORFEIT OF YOUR DEPOSIT AND YOUR ABILITY TO RENT THE FACILITY IN THE
  FUTURE.
- You are responsible for the behavior of your party.
- Please follow all posted rules at the Community Pool Complex and the rules as stated in the Notice of Waiver and Liability.
- We do NOT have a lifeguard on duty. NO child should be left unattended.
- Pavilion rental capacity is a maximum of 100 people.
- No rentals will be scheduled on Holidays or Holiday weekends.
- Please be courteous, hospitable and respectful of all others.
- Music/band or public addresses must conclude by 10:00 p.m. on week nights and 11:00 p.m. on weekend nights. The volume of your music is subject to complaints from neighbors under applicable County statutes. Please be respectful of nearby homes with the music volume.
- Fireworks are not allowed.

## Clean-up Requirements for Refund of Deposit:

- Facility must be cleaned to the same, or better, condition as presented prior to your event, including the parking lot. This must be done by the end of your reservation time in preparation for a possible event following you on the same day. If this task cannot be completed the same day, please reserve the following day as well (daily fee required). Failure to do so will forfeit refund of your deposit. Please note that a "before" and "after" inspection of the facility being reserved will be conducted by an agent of Southstar Property Management prior to the refund of t your deposit. The "after" inspection may take up to 48 hours to complete. You will be notified in advance if a reduction or forfeiture of your deposit check if required.
- To ensure you receive 100% of your deposit:
  - O Please empty and take out trash at the conclusion of your event and replace trash liners. The code for the dumpster is 7175.
  - O Vacuum and/or sweep if necessary all debris in the areas used for your event.
  - O Pick up cigarette butts, rice, confetti, etc. if applicable.
  - O Bring to the attention of the Southstar Property Management Agent, any prior damage to furnishings, etc. before your event.

I have read the above policies and u	nderstand that failure to comply may result in the forfeit of my deposit.
Property Owner Signature:	Date:

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

This Release of Liability and Assumption of Risk Agreement is hereby entered into as of the date

shown below by	and between the following parties:	
PARTY:		
	Phone	
OWNER:	King Oaks Property Owners Association, Inc. c/o Southstar Property Management, LLC	
	1114 Lost Creek Blvd., Suite 270	
	Austin TX 78746	
gathering or socia	at King Oaks for an event, gathering or social meed I meeting is not sanctioned and is not in any way associated with the ag Oaks, Inc., Southstar Property Management, Southstar Communities, I associated entities.	Property Owners
	EAS, Party and its guests will utilizelity associated with the event, gathering or social meeting.	and assume

NOW THEREFORE, in consideration of this Release of Liability and Assumption of Risk Agreement (the "Agreement") as well as the mutual promises and conditions set forth herein the Parties agree as follows:

- 1. Owner hereby grants to Party and its guests permission to enter and utilize the Amenity Center at King Oaks for the purpose of hosting an event, gathering or social meeting and no other reason.
- 2. LIABILITY RELEASE. Party, its heirs, guests, representatives and assigns, agree to hold harmless, release and discharge Southstar Property Management, Southstar Communities, LLC and its parent company, affiliates, owners, agents, employees, officers, directors, representatives, and others acting on their behalf and the Property Owners Association of King Oaks, Inc. and its affiliates, owners, agents, employees, officers, directors, representatives, and others acting on their behalf (collectively known as "Releasers"), of and from all claims, demands, causes of action, costs, injuries, personal injuries including death, all costs and expenses including attorney fees, and legal liability, whether the same be known or unknown, anticipated or unanticipated, arising from the use of the Amenity Center at King Oaks, including any actions due to any Release's own negligence. This release shall not cover Releaser's willful and wanton misconduct.
- 3. **ASSUMPTION OF RISK**. Owner shall assume all responsibility for all risks involved in or arising from the use of the Amenity Center at King Oaks. This includes the assumption of latent and patent defects in the building. Any and all injuries, damages or damage to the building shall be the full responsibility of the Party and its guests.

**MISCELLANEOUS**. This Agreement is binding upon the parties, their heirs, assigns and representatives, and it will be governed by and interpreted in accordance with the laws of the State of Texas. If any part of this Agreement is in conflict with any applicable law, then that single part is null and void, and the rest of this Agreement will be unaffected.

MUTUAL REPRESENTATIONS AND WARRANTIES. Each entity represents and warrants to the other entity that: (a) such entity has the full corporate right, power and authority to enter into this Agreement; (b) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is a party or by which it is otherwise bound; (c) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (d) such Party acknowledges that the other Party makes no representations, warranties or agreements related to the subject matter hereof which are not expressly provided for in this Agreement.

**FINAL AGREEMENT.** This Agreement contains the full agreement between the parties and this Agreement supersedes and takes the place of all previous and contemporaneous agreements between the parties, whether such agreements are written or oral, regarding the subject matter of this Agreement. This Agreement cannot be amended, cancelled, assigned or modified except by the written agreement of parties.

When the context requi	ires, singular nouns and pro	nouns include the plural.
EXECUTED on the	day of	, 20
PARTY:		
Signature		
Printed		