

# Oak Creek Rental Agreement

Date \_\_\_\_\_

Rental Agreement for use of Oak Creek Homeowners Association, Inc. Clubhouse

The undersigned requests permission to rent and use the Oak Creek Homeowners Association, Inc. Clubhouse. The undersigned is (check one) \_\_\_\_\_ an owner or \_\_\_\_\_ a tenant of real property in Oak Creek.

The undersigned wishes to use the Clubhouse from \_\_\_\_\_ o'clock \_\_\_\_\_.M. to \_\_\_\_\_ o'clock \_\_\_\_\_.M. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Rules.** The undersigned agrees to abide by the Oak Creek Homeowners Association rules and policies for the Clubhouse, attached as Exhibit A. It is understood that a Member of the Board of Directors of the Oak Creek Homeowners Association, Inc., or a person designated by the Board, may inspect the Clubhouse including furniture, window coverings, equipment and the area surrounding the Clubhouse, before and after use by the undersigned. Any items not in good condition will be repaired or replaced as necessary. The undersigned agrees to pay for any repairs or replacement, and if it is not promptly paid, the Oak Creek Homeowners Association, Inc. shall have a lien against the unit owned by owner for payment of same, which lien may be collected in same manner as monthly assessments.

**Texas host/liquor laws.** The undersigned understands that under Texas law, a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and also harm to total strangers involved in automobile accidents, etc. caused by that intoxicated individual.

**Hold Harmless and Indemnification.** The undersigned hereby releases and shall hold harmless and indemnify the Oak Creek Homeowners Association property owners and the employees, contractors, agents, affiliates, and related entities thereof for all claims, attorneys fees, and other costs or liabilities incurred by or asserted against any of the foregoing as a result of use of the Oak Creek Clubhouse by owner or owner's tenants or guests.

**Condition of Clubhouse before and after.** The undersigned agrees to inspect the Clubhouse prior to acceptance and to show the condition in the "Check-In Condition" attached as Exhibit C to this agreement. Oak Creek Homeowners Association, Inc

**Pool Card #** \_\_\_\_\_ (must provide to access amenity center)

**Number of invitees:** \_\_\_\_\_ (including potential guests of invitees)

(both the owner and tenant must sign if application is by a tenant of the property owner)

Printed owner name: \_\_\_\_\_

Signature of owner: \_\_\_\_\_ Date: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Printed name of tenant: \_\_\_\_\_ (if applicable)

Signature of tenant: \_\_\_\_\_ Date: \_\_\_\_\_ (if applicable)

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_ (if applicable)

Printed name of CMA Officer: \_\_\_\_\_

Signature of CMA Officer: \_\_\_\_\_ Date: \_\_\_\_\_

## Attachments:

Exhibit A - Clubhouse Rules

Exhibit B - Pool Rules

Exhibit C – Check Shee

## Exhibit A - Rules for the use of the Oak Creek Clubhouse by Owners or Tenants

1. **Fee.** An Oak Creek owner renting the Oak Creek Clubhouse (the "Clubhouse") will sign a rental agreement and release prior to renting the Clubhouse. If a tenant in Oak Creek leases the Clubhouse, the owner and the tenant must both sign the required rental agreement and release. The rental fee is payable in advance.
2. **Alcoholic beverages.** Alcoholic beverages may not be served to minors or intoxicated persons at the Common Area. Under Texas law, a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and also harm to total strangers involved in automobile accidents, etc. caused by that intoxicated individual.
3. **Smoking.** No smoking is permitted within the clubhouse at any time.
4. **Assessments current.** The Clubhouse is not available for rental to any owner if the Oak Creek owner assessments and other sums due the Association by the owner are not current.
5. **Owner as host.** Only (1) owners, (2) immediate family members of owners, or (3) tenants may reserve the Clubhouse. The Oak Creek owner or tenant must be present at all times at the function for which the Clubhouse is rented and must be the primary host of the event. Owners or tenants may not reserve the area on behalf of a third party.
6. **Pool.** The pool area may not be rented. It is for the use and enjoyment of all owners and guests and has its own hours of operation and will be available for the use of other tenants and owners during the reserved time period.
7. **Music.** Music, and/or any other noise, must be kept at a level that it cannot be heard in the surrounding homes in the area. The renter of the clubhouse will be responsible for seeing that there are no loud noises from the guests either coming to or leaving the function at the clubhouse.
8. **Clean up of Clubhouse.** The Oak Creek homeowner who rents the clubhouse will be responsible for cleaning the clubhouse and any other area used, including all equipment and furniture, immediately after the function ends.
9. **Damage.** The Oak Creek homeowner will be responsible for the repair or replacement of any damage done to the Clubhouse, or its furniture, equipment, or window coverings.
10. **Key return.** The key for the clubhouse will be returned to the person from whom it was checked out by the next morning after a function at the clubhouse. Failure to return the key within 24 hours after the end of the function may result in a \$25.00 key assessment.
11. **Assumption of risk.** The Oak Creek owner will assume full responsibility for any and all accidents or claims that may arise as a result of any accident or for any other reason in connection with the function or lease of the Clubhouse by the owner and said owner shall agree to the hold harmless and indemnity provisions contained in the Rental Agreement to which these rules are attached.
12. **Heat/AC.** Heat and/or air conditioning and lights are to be turned off by the Oak Creek owner or tenant when the function is over.
13. **Lock doors.** The Oak Creek owner or tenant will lock the doors when the function is over.
14. **City codes.** All applicable city and fire codes apply.
15. **Occupancy limit.** No more guests than the fire code permits are allowed at any function.
16. **No lifeguard at pool.** Use of the pool is at owner and guest risk.

**NO LIFEGUARDS ARE PROVIDED BY OAK CREEK.**
17. **Violation.** Violations of these rules will be determined by the Board in their sole discretion. Violations will subject the owner to any corrective or enforcement action authorized by the Association's governing documents or by law, and penalties may include without limitation the loss of use rights for the Clubhouse for one year.
18. **Rental fee.** A rental fee must be paid in advance by the renter. The rental fee is \$30.00 for 4 hours (minimum of 4 hours rental plus \$5.00 an hour after 4 hours) plus a \$75.00 deposit.

**Please submit two (2) Separate check – one for the rental fee and one for deposit fee.**
19. **Late usage.** In addition to the rental fee, a \$25.00 fee may be assessed to the renting homeowner if the clubhouse is not vacated by the end of the time block.
20. **Cleaning fee.** In addition to the rental fee, a \$25.00 fee may be assessed to the renting homeowner if the clubhouse is not left in a clean condition.
21. **Hours.** All functions must end by 10:00 p.m. on weeknights and by 12:00 a.m. on Friday or Saturday nights.

## **Exhibit B - Oak Creek Homeowner's Association Pool Rules**

### **No lifeguard on duty. Swim at your own risk!**

1. Pool hours: 6:00 a.m. to 10:00 p.m. Sun. – Thurs., and 6:00 a.m. to midnight Fri. and Sat. Lap swimming 5:00 a.m. to midnight every day.
2. Children under 12 years of age must be attended by an adult 18 years of age or older.
3. Swimmers must be members, or guests of members, of the Oak Creek Homeowner's Association.
4. No bicycles, roller blades, scooters, or skateboards in the pool area.
5. No diving. No running in the pool area.
6. No glass containers in the pool area.
7. No cutoffs or street clothes in the pool.
8. No food or drinks allowed in the pool.
9. No pets allowed in the pool area.
10. Volume on radios must be kept to a reasonable level.
11. Swim diapers must be worn by children as necessary.
12. Litter should be placed in designated containers.
13. Lap lanes are reserved for lap swimmers at all times.
14. No public intoxication within the common area.
15. Repeated violations may result in revocation of pool privileges.

If a pool problem arises, contact Certified Management Association, LLC at (512) 339-6962.

In case of emergency CALL 911 or use the Emergency Phone located within the pool area.

The pool address is:

OCHOA Community Clubhouse & Pool  
1205 Oaklands Dr.  
Round Rock, Texas 78681

**Be courteous – this is your pool**

Exhibit C - Oak Creek Check Sheet

Check-in condition

Upon arrival if clubhouse is not clean or has noticeable damages please note below. Please take a photo of the area and email promptly to [frontdesk@cmaaustin.com](mailto:frontdesk@cmaaustin.com).

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Clubhouse Cleanup Checklist

To be eligible for refund of your cleaning/security deposit all of the following must be completed:

Clubhouse:

1. Stack all chairs and place to original location.
2. Wipe down ALL tables, chairs, and counters.
3. Clean/sweep clubhouse floor of any trash or spills.
4. Pickup/Remove ALL trash and dispose at HOME.
5. Place all items back in original location
6. Remove ALL decorations including tape or adhesives used.

Pool and Playground:

1. Reset tables and chairs to original location.
2. Wipe down ALL picnic tables, pool tables, and chairs.
3. Clean/sweep pool deck of any trash or spills.
4. Clean BBQ grills is used.
5. Pickup/Remove ALL trash and dispose at HOME.
6. Remove ALL decorations including tape or adhesives used.

Owner/Tenant (either one) Oak Creek Homeowners Association, Inc.

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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For office use below:

Printed name of CMA Officer: \_\_\_\_\_

Signature of CMA Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Date \_\_\_\_\_ \$ \_\_\_\_\_ rental fee received

Date \_\_\_\_\_ \$ \_\_\_\_\_ rental Deposit received

Deposit Returned Date \_\_\_\_\_ \$ \_\_\_\_\_ rental Deposit Returned

Printed name of CMA Officer: \_\_\_\_\_

Signature of CMA Officer: \_\_\_\_\_ Date: \_\_\_\_\_