



PECAN SQUARE HOA HOMEOWNER RENTAL CONTRACT – JACKSON  
HALL RENTAL ROOM

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

Address: \_\_\_\_\_ City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Please describe purpose of your event: \_\_\_\_\_

**\$275 for three hours (minimum) Any additional hour is an additional \$50**

**Initials:** \_\_\_\_\_

Jackson Hall is available for rental only on dates that do not conflict with HOA events. Rental includes the use of the rental space, kitchen and restrooms.

**Please note, rental does NOT include the main Jackson Hall Game Room and access to pools or pool areas.**

**Initials:** \_\_\_\_\_

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Date of Event: \_\_\_\_\_ Timing: \_\_\_\_\_

**Attendance not to exceed 50 people**

Food & Beverage present? \_\_\_\_\_ Yes \_\_\_\_\_ No

Caterer? \_\_\_\_\_ Yes \_\_\_\_\_ No

Alcohol? \_\_\_\_\_ Yes \_\_\_\_\_ No \*(Please refer to rental policies)



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## PAYMENT INFORMATION

PAYMENTS MUST BE MADE IN PERSON AT THE TIME OF RESERVATION. PLEASE MAKE CHECKS PAYABLE TO **Pecan Square HOA**. CREDIT CARDS ARE ACCEPTED VIA CLICKPAY. CASH IS NOT ACCEPTED!

Security Deposit:      \$ 250                      Check: \_\_\_\_\_ Date of Payment: \_\_\_\_\_  
(refundable)

Rental Fee:              \$ \_\_\_\_\_                      Check: \_\_\_\_\_ Date of Payment: \_\_\_\_\_

**Deposit check will be shredded unless requested to be returned.**

Initials: \_\_\_\_\_

Homeowner Signature: \_\_\_\_\_

HOA Representative Signature: \_\_\_\_\_

Pecan Square HOA officially reserves facilities on a first-come first-serve basis upon receipt of rental fee, signed agreement, and deposits. Members of Pecan Square HOA who are delinquent on their assessments will not be permitted to rent facilities until the account is current. This includes late fees owed.

**Reservation requests must be made on the Pecan Square Life App and is subject to approval by HOA office. You will receive an appointment via email to finalize your reservation. HOA office hours are Monday-Friday 9-5pm.**



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## RENTAL POLICIES

### Eligibility

Reservations are available on a first come, first served basis upon receipt of rental fee, executed contract, and, or deposits. Reservations will be accepted at least 7 days in advance and no more than 60 days in advance of event date.

No reservations will be accepted that conflict with times of HOA community events. The Association reserves the right to refuse a rental and, or future rentals in the event facilities are left in poor condition or if there is evidence of policy or rule violations.

### Duration of Event

Rental is for a minimum of 3 hours.

**Note: The 3 hour rental time includes set up and clean up.**

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Unless approved by management, all events will end no later than 10pm. Clean up of the facility and all attendees must exit the building no later than 10pm. Allow for time to clean up and vacate by rental end time. This adheres for both time frames.

**Not adhering to end time stated in contract will result in the loss of your deposit.**

Initials: \_\_\_\_\_

### Guest Conduct

The Renter is responsible for ensuring all guests adhere to the policies of the HOA. The Renter is also responsible for all damages, including damages caused by attendees. Financial responsibility for any and all damages, as determined by the Board of Directors and, or FirstService Residential, will be the sole responsibility of the Renter. Renter shall reimburse the association for any excess costs immediately upon notice of the amount due. Balances that remain unpaid will be charged to the homeowner's account and will result in loss of amenity privileges.

### Deposits - Fees

A refundable damage deposit (\$250) is required at the time the reservation is secured and must be made payable by check in the name of Pecan Square HOA. If damages exceed the deposit amount, the resident is responsible for whatever that overage is as well.

Rental fee and deposit will be due at the time the reservation has been confirmed.

### Cancellations

If you cancel in less than 7 days preceding your event, you forfeit your deposit fee.

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## Food & Beverage

Rentals include the ability to bring in food and beverage products (please refer to Release & Indemnification below). In the event alcoholic beverages are being served, uniformed police officers will be required.

In addition, a TABC certified bartender is strongly recommended. **The Association assumes no responsibility for any service to minors or incidents resulting from alcohol service during rental.**

## Decorations: Set-Up & Clean-Up

No decorations or temporary fixtures may be affixed to the building, walls or any architectural feature with nails, tacks, staples, or any application that will cause damage. Tape is not permitted on any walls or fixtures. Furniture may not be moved. Please note additional guidelines:

- **All decorations must meet fire department standards.**
- **All elaborate decorating plans must be approved by the General Manager prior to the finalization of event details.**
- **All candles must be dripleless and enclosed in glass.**
- **All deliveries of decorations, wedding cakes, theme party props, and band equipment must be coordinated directly between the renter and the vendor. The renter or representative must be present to sign for all deliveries and must be approved.**
- **All decorations must be removed at the end of the event, including balloons, rented furniture, equipment, etc. and you must have all facilities vacated no later than the end-time on your rental agreement. Failure to do so will result in forfeit of deposit.**

Initials: \_\_\_\_\_

## General Event Policies

The Renter agrees to adhere to the following General Event Policies:

- Set up/take down time is included in your event rental time.
- To protect the facility from damage the following items will not be allowed: silly string, water balloons, face painting, fog machines, cool-aid or any drink of red or purple color.
- Trash in and around the rental room of Jackson Hall must be picked up and trash receptacles must be emptied following event. Fees will be assessed if room was not returned in the manner received.

- **ALL trash must be taken with you, leaving trash behind will forfeit your deposit.**

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- Pecan Square HOA sponsored events are exempt from rental fees and take precedence over private rentals.
- Use of any Pecan Square facilities for personal financial gain or business generation is prohibited with the exception of Pecan Square HOA activities, workshops or classes (such as boot camp, swim lessons, etc.).



# PECAN SQUARE<sup>SM</sup>

- Events where services are rendered that require state licensing are prohibited. This includes but is not limited to: medical services, body art and piercing, personal grooming whether human or animal, childcare, etc.
- Use of chemicals such as turpentine, spray paint, bleach, acetone, paint thinner, or other caustic materials are prohibited.
- Jackson Hall maximum occupancy 50.
- Pecan Square HOA will not be held liable for any injuries sustained during or as a result of private events inside or outside of all Pecan Square amenities or any other common property.
- The Pecan Square HOA resident that booked the party must be present for the entire event.
- The Association does not allow Jackson Hall rental room to be rented in conjunction with the use of the pool facilities.
- All HOA rules pertaining to use of facilities are required to be adhered to by renters and invited guests.
- Sexually oriented events or sexually oriented entertainment at events is prohibited.
- Smoking, vaping and use of any other tobacco products are strictly prohibited on Association property.
- Each rental will have an FSR Ambassador to ensure that the room is properly maintained during the rental. You may use this Ambassador to help you set up and clean up.

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# PECAN SQUARE<sup>SM</sup>

- Noise and music must be maintained at a level which does not disturb neighboring homeowners or the general public. In the event of complaints, from officials or the general public, violation penalties may be assessed.
- Pets are not permitted inside Jackson Hall, with the exception of those aiding the disabled.
- All parents of children attending an event are required to stay and supervise their children the entire duration of the event.
- No wet bathing suits or bare feet are permitted in the Jackson Hall rental room at any time.
- No grills of any kind are permitted inside the building.
- There are 24-hour security cameras located in and around Jackson Hall, which record and retain footage for management reference.
- The Association is not responsible for personal property left on premises.
- DO NOT obstruct the view of the security cameras inside Jackson Hall.
- DO NOT move any inside furniture or game tables to the outside patios.
- **DO NOT prop any Jackson Hall doors open, this overworks the HVAC units. Propping the doors open will forfeit your deposit.**

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Pecan Square HOA reserves the right to determine what is considered to be an appropriate function to be held at its facilities, including the right of refusal. The Association may, in its sole discretion, change, modify or alter its facility guidelines and policies in the future. Rental fees may increase over time based on demand.

In the event of an emergency during your event, please contact 911 and the FirstService Customer Care Center at 877-378-2388.

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I take full responsibility for the care and cleaning of the rented facility and its contents for the date and time noted in this contract. I understand I am financially responsible for the replacement of any Pecan Square HOA property that is damaged or lost during the time of my event. I understand and agree that the Pecan Square HOA is not liable for any injuries that occur either inside or outside the rented facility during my event. I understand and agree to follow the above guidelines.

Should this or any property be missing or damaged, you will be charged per item. The following will also result in loss of deposit plus additional costs to replace any property:

- Unclean kitchen (sink free and clear of debris, counters, tables wiped down)
- Moved furniture
- Adhesives used on walls, windows or ceilings, window treatments, furniture, etc.
- Missing or damaged kitchen appliances, trash left in trash cans, on floor or furniture
- Any other damage to Association Property as noted by Management
- Trash left on premises.

Homeowner Signature: \_\_\_\_\_



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## Required Signature

I have read all of the rental policy information and by signing below, I agree to comply with the provisions of this rental agreement. I understand that my security deposit may be forfeited, or I may be billed for any additional expense should any of the requirements be ignored or abused, or if any damages are a result of the actions of my rental.

Renter(s) acknowledges that his or her use of the facility is purely for the pleasure of his or her guests. The Pomona Board of Directors sanctioned community events shall be permitted for the benefit of the community. Renter further acknowledges that neither FirstService Residential (Manager), nor the Pecan Square HOA. (Association), has assumed any responsibility for, nor shall the Manager or the Association have any liability for, the actions or inactions of the renters and his or her guests and invitees or for any injury, damage or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any person while using the facility.

Renter(s) on behalf of himself, his heirs, successors and assigns, agrees to indemnify, defend and hold harmless the Manager and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney fees arising from the user of the facilities, including the buildings and sidewalks adjoining same, by the Renter(s), his or her guests, and invitees, or as result of any activity including consumption of alcohol or other intoxicating substances, engaged in by such person while using the facility.

In the event any action or proceeding is brought against the Manager or the Association, their respective officers, directors, shareholders, agents, members, successors, or assigns by reason of any such claim, renter(s) covenants and agrees to pay all costs of defense of such action or proceeding by council satisfactory to the manager and the Association.

Homeowner Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Pecan Square HOA Signature: \_\_\_\_\_

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