Location_____ **Name**_____

Check #_____ **Fee $**_____ **Reservation Date**_____/_____/_____

Check # _____ **Deposit $**_____ **Reservation Time**____:____**A P to**_____:____**A P**

STEINER RANCH FACILITIES RESERVATION FORM

Only a Member in good standing of the Steiner Ranch Master Association, Inc. ("SRMA") or the Steiner Ranch Residential Owners Association ("SRROA") may reserve a Community Center. To make a reservation, please call our office at 512-266-7553.

The **amenity centers** available for reserved events are: Towne Square Community Center and Bella Mar Community Center.
The **common areas** available for reserved events are: the Lake Club, the Parks, Fields (+ Towne Square Lights), and Pool Pavilions (Towne Square, Bella Mar), as further described below. These locations are collectedly referred to as "Facilities" herein. For John Simpson reservations please visit steinerhoa.com.

CAPACITY AND TIME:

Each venue has a maximum capacity of 100 people, unless otherwise noted below.

Towne Square is limited to eighty (80) seated persons or one hundred (100) standing persons. Bella Mar is limited to forty (40) seated persons.

No event may continue past midnight indoors or 11pm outdoors.

EVENT CLASSIFICATION:

Depending on event classification, reservations will be made with the following limitations:

- Private/Social Event Reservations may be made up to one (1) year in advance but must be made no later than one day prior to the reserved date.
- Business/For Profit Event Reservations may be made up to six (6) weeks in advance but must be made no later than one week prior to the reserved date.

Please refer to the attached Event Classification Determination Form for further details.

PRIORITY AND CONFIRMATION:

Reservations are on a first-come, first-served basis. The Facilities and times may not be shared if a prior, conflicting reservation has been made. A reservation made online will be held for 48 hours only. The completed Reservation Form and payment must BOTH be received for a reservation to be confirmed and have priority status. In addition to the Reservation Form, a Member must execute a Facilities Use Agreement at the time a reservation is made.

A reservation may not be assigned by a Member to another party without the prior written consent of the SRMA.

A Member will be given a copy of the Reservation Form executed by the SRMA's authorized representative as confirmation of a reservation.

Reservations are available per hour, with a 3 hour minimum required, which shall include set-up and clean-up time. A Member may not access a reserved Facility prior to the reservation time, nor remain in the reserved Facility after the reservation time.

A reservation may be refused at the sole discretion of the Board of Directors of SMRA ("Board"). A reservation for a "Business" or "For Profit" event may be cancelled at the sole discretion of the Board. SRMA will give notice to the reserving Member of a refused or cancelled reservation. For further details, please refer to the Facilities Use Agreement. A reserved event may be terminated during the event if, in the judgment of the SRMA management, the event poses a threat of harm or danger to property, other Members or their guests, or loss of quiet enjoyment by other Members of the Steiner Ranch community.

PAYMENT AND CANCELLATION:

Payment in full must be made at the time a Reservation Form is submitted. If a Member's use of the Facilities exceeds the time reserved, the Member will be billed for the additional time used. Payments are non-refundable, unless a conflicting, prior reservation was received in the SRMA offices, or an event is timely cancelled in writing by the Member. Reservations for use from January 2 through the Tuesday before Thanksgiving require seventy-two (72) hours' notice of cancellation to receive a refund. Reservations for use from the Wednesday before Thanksgiving through New Year's Day require seven (7) days notice of cancellation to receive a refund. The Board reserves the right to review the refund policy on a case-by-case basis.

Payment shall be made to Steiner Ranch Master Association, Inc.

FEES AND DEPOSITS:

The following fees and deposits may be adjusted from time to time and are subject to change without notice to the Members. For all Business/For Profit events, contact the HOA office. Social event rates are listed below:

Facilities	**Usage Fee (per hour)**	**Deposit**
Towne Square CC	$70.00	$300.00
Towne Square PAV	$50.00	$150.00
Towne Square CC+PAV	$120.00	$300.00
Bella Mar CC	$50.00	$300.00
Bella Mar PAV	$50.00	$150.00
Bella Mar CC+PAV	$100.00	$300.00
Lake Club	$50.00	$150.00
Parks	$50.00	No Deposit
Fields	$50.00	No Deposit
Towne Square Field + Lights	$50.00	No Deposit

A Member may elect to have clean-up done by SRMA for an additional fee of $100.00. This is optional. Each Member acknowledges that, at the sole discretion of the Executive Director or On-Site Manager, if SRMA's clean-up costs exceed $100.00, or if additional costs are incurred after Member's own clean-up, SRMA may deduct such costs from the deposit following Member's use of the Facilities.

Usage Fees are non-refundable in the event that any portion of the time reserved is not utilized. Failure to remove signs, decorations, and trash from the event area and failure to secure doors, windows and gates after an event will result in a $25.00 fine or forfeiture the deposit or a portion thereof, at the discretion of SRMA management.

Additional sums may be deducted from the deposit for replacement and/or repair of the Facilities or equipment (including, but not limited to, furniture or kitchen appliances) if damage, loss or other charges (in excess of normal wear and tear) are incurred as a result of the Member's or Member's family, guests, employees, agents, and invitees' use of the said Facilities. A sum will be deducted from the deposit if doors, windows and gates to the Facilities are

not secured following the Member's event. Costs exceeding the deposit will be billed to the Member and the Member agrees to remit prompt payment.

FACILITIES DEFINITIONS:

- **Towne Square CC:** Exclusive use of the indoor Community Center including the kitchen, tables, and chairs, with shared use of the indoor restrooms with office staff. Maximum capacity of 80 seated, 100 standing. A Community Center and Pavilion area may be reserved for the same event upon resident request.
- **Bella Mar CC*:*** Exclusive use of the indoor Community Center including the kitchen, tables, chairs and indoor restroom. Maximum capacity of 40.
- **Pool Pavilions (PAV)*:*** Exclusive use of the covered area including all tables and chairs during the reserved hours, with shared use of the restrooms and pool with any other resident who wishes to use the facility at the same time as the event. Towne Square Pavilion includes the uncovered gated patio.
- **Lake Club*:*** Exclusive use of the covered pavilion area with all available picnic tables during the reserved hours, with shared use of the restrooms, playscape, basketball court, docks, grassy area and BBQ grills with any other resident who wishes to use the Lake Club at the same time as the event.
- **Parks:** Exclusive use of 2 picnic tables at the park during the reserved hours, with shared use of the playground equipment with any other resident who wishes to use the park at the same time as the event.
- **Towne Square Field Lights*:*** Exclusive use of the Towne Square Field.

Event/Activities:_____ Area(s)_____

Date_____ Time_____

$____.__usage fee
$____.__deposit
$____.__tables and chairs
$____.__$100.00 optional clean-up fee
$____.__additional hours of use @ $_____per hour

Number Attending:_____
Key(s) to be used*:_____
Facility tag(s) on file for Member will be activated unless noted.

$____.__TOTAL RECEIVED

_____ _____
Member Signature Printed Name

Address:_____ Phone: _____

Date:____/____/____ Email Address: _____

STEINER RANCH COMMUNITY CENTER FACILITIES USE AGREEMENT

This Community Center Facilities Use Agreement ("Agreement") is made and entered into this_____day of_____, 20___by and between_____[*printed member name*]

("Member") and STEINER RANCH MASTER ASSOCIATION, INC., a Texas non-profit corporation ("SRMA").

A. SRMA has a Community Center and amenities ("Facilities" or "Facility" herein) available for reserved use by Members (a Member is a resident of Steiner Ranch belonging to SRMA or Steiner Ranch Residential Owners Association ("SRROA")).

B. A Member may reserve a portion of the Facilities subject to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Member, SRMA hereby agree as follows:

1. **Incorporation of Reservation and Recitals**. The parties agree the Recitals above are true and correct and are hereby incorporated herein by reference. Member has previously completed and SRMA has accepted Member's reservation form, a copy of which is attached hereto ("Reservation Form") and, by this reference, is hereby incorporated into this Agreement.

2. **Facilities and Use**.

A. Member's use of the Facilities shall be limited to the event/activities, date, time period, and portions of the Facilities shown on the Reservation Form. For purposes of this Agreement, Member's use shall be deemed to be use of the Facilities as described in the Reservation Form on the date and for the time reserved, together with any additional time by Member and family, guests, invitees, agents, and employees of Member who use the Facilities during the time period reserved by Member, including set-up and clean-up time ("Member's Use").

B. Member acknowledges and agrees that Member's Use of the reserved portions of the Facilities shall be exclusive during the reserved date and time; however, there are portions of the Facilities that are necessarily non-exclusive. By way of example and not limitation, SRMA offices are within the Community Center, and employees and agents of SRMA and other parties, shall have access to parking and restrooms and non-reserved portions of the Facilities during a Member's Use.

C. In the event Member's Use runs beyond the time period designated in the Reservation Form, SRMA shall bill Member at the applicable rate(s) detailed in the Reservation Form, and Member hereby agrees to promptly pay SRMA all additional fees for the extended use.

D. Member acknowledges and agrees that a reserved event may be terminated by SRMA management if the event continues beyond the time reserved in the Reservation Form. Member acknowledges and agrees that a reserved event may be terminated during its commencement if, in the judgment of the SRMA management, the use violates the Facilities Rules, it poses a threat of harm or danger to property or other Members, or loss of quiet enjoyment by other Members of the Steiner Ranch community.

E. Parking is restricted and limited to the designated parking areas in and around the Facilities. Member acknowledges that parking is not exclusive to Member's Use but will also be available to others using portions of the Facilities, and parking in the designated areas is on a first-come, first- serve basis. Parking on grass is not permitted.

F. Smoking is not permitted within the indoor facilities. Member agrees to abide by and to

enforce the "No Smoking" policy with respect to Member's family, guests, invitees, and employees. **In the event a Member wants to allow smoking at an event, Member must reserve an outside area designated by SRMA as a smoking area. Member must further provide receptacles, including ashtrays, and shall be responsible for their clean-up and removal. Member must provide a waste container for smoking refuse and agrees to remove all smoking materials from the Facilities. Member further acknowledges that smoking refuse may not be deposited into Facilities trash cans because of potential fire hazards**. No smoking is permitted within 30 feet of an amenity center.

G. The Board of Directors of SRMA reserves the right to impose additional restrictions on use as the situation warrants, as determined in the sole discretion of the Board of Directors.

3. Reservations; Refunds.

A. SRMA reserves the right to cancel Member's reservation, at the sole discretion of the Boardof Directors, and no reason need be given. Member's reservation will be cancelled if Member is not current in payment of dues and special assessments to SRMA or to SRROA. In the event SRMA cancels Member's reservation, notice shall be given to Member by telephone call to Member at the number listed on Member's reservation form (leaving amessage on an answering machine or with a party answering shall be deemed notice) up to seventy-two (72) hours before the reserved date and time. Alternately, written notice may be sent by U. S. first-class mail to Member's address listed on Member's reservation form, provided that mailed notice shall be sent at least five (5) days before the reserved date and time.

B. A Member may cancel a reservation by calling on-site management office during regular business hours at (512) 266-7553 or in person up to seventy-two (72) hours before the reserved date and time. **The one exception to this is that all reservations for use from the Wednesday before Thanksgiving through New Year's Day must be made by calling on-site the management office during regular business hours at (512) 266-7553 or in person at least seven (7) days' prior to the reservation date and time**.

C. Refunds shall be made when notice has been duly and timely given under Sections 3A and 3B, above. Refunds shall be paid to the Member, subject to clearance of Member's prior payment, and sent by U.S. first-class mail to the address on the Reservation Form within thirty (30) days of the date of notice. If a reserved event is not cancelled in accordance with Section 3B, no refund shall be made.

D. If a Member's Use is terminated during the event (refer to Section 2D, above), no refund shall be made.

E. The Board of Directors reserves the right to review the refund policy on a case by case basis.

4. **Payment.** SRMA hereby acknowledges receipt of payment of the fees described on Member's Reservation Form. Member agrees to pay additional Usage Fees in the event Member's Use of the reserved Facilities exceeds the time reserved. Member will be invoiced for additional time. Member agrees to make payment promptly. Member agrees to reimburse SRMA for any and all clean-up costs and damages including amounts exceeding the deposit paid, which SRMA incurs as a result of Member's Use of the Facilities. Member further acknowledges and agrees that SRMA shall have the right to all remedies at law to recover from Member all outstanding unpaid invoices and charges incurred by SRMA in connection with Member's Use under this Agreement.

5. **"As Is Condition"; Own Risk**. SRMA makes no warranty or representation regarding the physical condition of the Facilities, the furniture, fixtures, and other personal property within the Facilities or their safety, security or suitability for use. No oral representation by SRMA, SRROA, or their staff shall constitute any warranty whatsoever. Member acknowledges that Member's Use is at Member's own risk and that neither SRMA nor SRROA shall be liable to Member or to Member's family, guests, invitees, agents and employees or any third party for any damage to person or property proximately caused by any act, omission or neglect of Member or

Member's family, guests, invitees, agents and employees or any third party. Member acknowledges that there is no lifeguard on duty at the swim facilities. Member acknowledges and agrees that SRMA and SRROA are not responsible for damaged, lost, or stolen personal property.

6. **Indemnity**. TO THE FULLEST EXTENT PERMITTED BY LAW, MEMBER AGREES THAT SRMA, SRROA, AND THEIR RESPECTIVE CURRENT AND FORMER DIRECTORS, OFFICERS, COMMITTEE MEMBERS, VOLUNTEERS, EMPLOYEES, AGENTS, ATTORNEYS, PROPERTY MANAGER(S), PROPERTY MANAGEMENT COMPANY(S), SUCCESSORS, AND ASSIGNS ("INDEMNITEES") WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR LOSS OF LIFE OCCASIONED BY OR IN CONNECTION WITH THE USE OF THE FACILITIES OR OTHER ASSOCIATION PROPERTY BY THE MEMBER, HIS OR HER FAMILY, GUESTS, INVITEES, AGENTS, OR EMPLOYEES. MEMBER HEREBY ASSUMES FULL RESPONSIBILITY FOR THE ACTS AND CONDUCT OF HIS OR HER FAMILY, GUESTS, INVITEES, AGENTS, OR EMPLOYEES. MEMBER HEREBY INDEMNIFIES, HOLDS HARMLESS AND AGREES TO DEFEND INDEMNITEES FROM AND AGAINST ALL CLAIMS, DEMANDS, DAMAGES, INJURIES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, LIABILITIES, DEBTS, COSTS AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEYS' FEES OF ANY NATURE, KIND, OR DESCRIPTION, (COLLECTIVELY, "LIABILITIES") WHICH MAY ARISE OUT OF OR BE CAUSED BY OR IN ANY WAY CONNECTED WITH MEMBER'S USE OR RESERVATION OF THE FACILITIES. MEMBER EXPRESSLY AGREES THAT THIS INDEMNITY AND HOLD HARMLESS PROVISION SHALL APPLY WHERE LIABILITIES ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF INDEMNITEES. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7. **Release**. Member hereby releases the Indemnitees from liability for any claims with respect to the Facilities, including the negligence of SRMA and/or SRROA. This provision shall survive the termination of this Agreement.

8. **Receipt of Rules and Clean-Up Checklist**. Member hereby acknowledges receipt of the attached Community Center Rules ("Rules") and Clean-Up Checklist, and hereby agrees to abide by the Rules and to inform his or her family, guests, invitees, agents, and employees who use the Facilities of the Rules and that their compliance with the Rules is required. Member hereby agrees to clean the Facilities in accordance with the Clean- Up Checklist and to meet or exceed the condition at which the Facilities were entered within Member's reserved time period, including, but not limited to, removal and disposal of all event-associated trash from the Facilities or any nearby common area.

9. **Requirement to Lock Windows and Doors**. Member hereby acknowledges that ALL exterior and interior doors and windows must be completely locked and secured after my event termination or Member will incur a $100.00 locking fee per window or door, to be deducted from the deposit.

10. **Acknowledgement**. I am a member in good standing of SRMA or SRROA, I have no unpaid fees due to the SRMA or SRROA, and I will be in attendance at the event for which the Facility is used at all times during the event.

Member Signature	Printed Name	Date
SRMA Representative Signature	Printed Name	Date
SRROA Representative Signature	Printed Name	Date

STEINER RANCH COMMUNITY CENTER RULES

1. The Steiner Ranch Community Center is a private facility and is not open to the public. Use of the Facilities is at your own risk. There is no lifeguard on duty at the swimming facilities. SRMA and SRROA are not responsible for damage, loss, or theft of personal property.

2. Only Members of the SRROA or the SRMA may use the Steiner Ranch Community Center, unless advance approval is obtained from Steiner Ranch management.

3. Members may reserve the Steiner Ranch Community Center, or portions of the Facilities, for themselves, their family, guests, invitees, agents, and employees for events, except for contracted clean-up with SRMA.

4. No guests, invitees, agents or employees of Member may enter any Facilities for a reserved event unless the Member is present; the Member, or a resident of the Member's household who is as least eighteen (18) years of age, must be present at all times during the event.

5. Most Facilities are locked and require use of a Member's key to gain entry. Gates and bathrooms are to remain locked at all times. Bathrooms are provided for the convenience of Members and their guests and will require use of a Member's key for entry.

6. Each Member is responsible for the conduct of their guests, agents, and employees.

7. No event (including clean-up time), may continue past 12:00 AM (midnight).

8. No smoking is permitted indoors in any of the Facilities, including restrooms. Smoking is permitted outdoors only in designated areas, and smoking refuse shall be deposited only in receptacles designated for smoking, i.e., ashtrays. Facility trashcans are not designated receptacles. Smoking refuse may not be emptied into Facility trash cans due to potential fire hazards. Member is responsible for removal of all smoking refuse. No smoking is permitted within 30 feet of an amenity center.

9. No open flames are permitted. Candles are permitted, provided they are within a container covering or protecting the flame and the wax is collected within the container, such as a glass or pottery container (candlesticks, candelabra, wine bottles, and the like are not acceptable). The only exception is candles on cakes, which will burn only briefly. Grilling is permitted outdoors in the areas designated by SRMA or SRROA. No grilling is permitted under the Pavilion Areas, but may take place just outside of, and no less than fifteen (15) feet from, the Facility.

10. The noise level of music is limited to a level such that it cannot be heard, or bass vibrations felt, indoors in any residence in proximity to the Facility. Playing of music, live or recorded, shall cease fifteen (15) minutes prior to the end of the scheduled time of the reserved event to ensure that all guests and invitees depart before expiration of the Member's reserved time.

11. Use of helium balloons is prohibited under any covered Facilities area. This includes, but is not limited to, fully enclosed rooms, pavilions, and partially enclosed/partially covered areas. NO BALLOONS ARE PERMITTED IN ANY AREA WHERE THERE ARE OVERHEAD FANS OR OBSTRUCTIONS, MAN-MADE OR OTHERWISE, THAT WOULD PREVENT INFLATABLE OBJECTS FROM FLOATING FREE. Failure to comply will result in a $50.00 fine or forfeiture from the deposited amount for this infraction.

12. No alcoholic beverages are permitted by law to be sold at any of the Facilities. Members may furnish alcoholic beverages, but persons under the age of twenty-one (21) may not consume such beverages.

13. Parking is permitted only in designated areas. All vehicles and boats utilizing the Lake Club facility must

display a permanently affixed Steiner Ranch sticker.

14. Signs for directions and Member's event may be posted at the entrances to Steiner Ranch the day of the event and must be removed as soon the event ends. Failure to do so will result in a $25.00 fine.

15. All trash generated from Member-scheduled events must be removed from the Facilities. Only event trash may be disposed of in Association dumpsters at the completion of an event. Trash must be deposited in appropriate receptacles. Failure to do so will result in a $25.00 fine.

ADDITIONAL RULES FOR THE LAKE CLUB

1. No circumstances or event shall allow for swimming to be permitted at or adjacent to the Lake Club.

2. The ramp adjacent to the Lake Club is neither owned nor maintained by the SRMA or SRROA. Use of the ramp is at the risk of the user(s).

The undersigned hereby acknowledges and agrees to comply with the foregoing Steiner Ranch Community Center Rules.

_____	_____	_____
Member Signature	Printed Name	Date

EVENT CLASSIFICATION DETERMINATION FORM

This form is used to assist Steiner Ranch Members and Association Management in determining event classification. It is intended to be a policy guideline that is subject to change and interpretation by the Executive Director, Community Coordinator, or the Board of Directors of SMRA.

Please answer the following questions with "YES" or "NO":

SECTION A:

1.)_____Will I (or any of my guests) be collecting monies for products or services at the event?

2.)_____Will I (or any of my guests) be attempting to market a product or service for which monies would be collected at a later date?

3.)_____Have I charged a "ticket price" or "cover" to my guests?

4.)_____Is the primary purpose of my event to accomplish a specific business goal?

IF ANY OF THE ABOVE QUESTIONS ARE ANSWERED "YES", YOU **MUST** CLASSIFY YOUR EVENT AS "**BUSINESS OR FOR-PROFIT.**" NO EXCEPTIONS.

THERE IS NO NEED TO COMPLETE SECTION "B" IF YOU ANSWERED "YES" TO ANY QUESTION IN SECTION A.

++

SECTION B:

1.)_____Is my event intended to better the Steiner Ranch community as a whole?

2.)_____Will absolutely every attendee be a Steiner Ranch resident?

3.)_____Are all Steiner Ranch residents invited to my event and will I create and submit and 8.5"xl 1" mailbox kiosk invitation to be posted at least 2 weeks prior to the event?

4.)_____Am I willing to schedule my event during off-peak hours and days (to be determined by management and the Board)?

5.)_____Does my event involve over 10 and fewer than 100 attendees?

6.)_____Do I need the room for a period of2 hours or less?

7.)_____Will I be using the room no more frequently than once a month?

8.)_____Will I be requesting a reservation on a continuing basis for several consecutive months?

IF **ALL** OF THE SECTION B QUESTIONS ARE ANSWERED "YES", YOUR EVENT **MAY** BE ELIGIBLE FOR CLASSIFICATION AS A "COMMUNITY EVENT."*

***All functions deemed "Community Events" require a $300 deposit payable to SRMA and the signature of a Steiner Ranch Member on the Community Facilities Reservation Form. The Member must also execute and be responsible for compliance with the Steiner Ranch Community Facilities Use Agreement. The Member must also complete the Steiner Ranch Community Facilities Clean-Up Checklist at the end of the reserved use of the Facility. If the Facility is not cleaned to acceptable standards, the full deposit will be forfeited and all participants will be barred from further "Community Event'' classifications.**

STEINER RANCH COMMUNITY FACILITIES CLEAN-UP CHECKLIST

*This form is to be completed and dropped in the lock box at Towne Square within 24 hours completion of the event.

*To be eligible for all or a portion of your security deposit, the following duties must be performed to a level of prior-use standards or better. Decisions by the Community Manager or On-Site Manager regarding sufficiency of the clean-up and damages incurred shall be final.

*Pre-Event Walk Through Comments and Conditions Noted:

_____

_____

_____

_____ _____

Member Initials Management Representative Initials

Member Name_____

Date of Event____/____/____Time of Event_____:_____A/ P to_____:_____A /P

CLEAN-UP MUST BE COMPLETED NO LATER THAN_____:_____A/ P IF AN OUTSIDE CONTRACTOR IS NOT SECURED.

COMPLETED

Before	After	Detail
☐	☐	All floors clean; swept and mopped (if needed); includes room(s) used, entryway, kitchen, porches, and restrooms, if used.
☐	☐	Carpeted areas (if applicable) thoroughly vacuumed clean of all debris. All windows in double glass doors shined and clean (with no fingerprints).
☐	☐	All tables and chairs wiped clean.
☐	☐	All decorations, banners, glitter, etc. completely removed; all tape, etc. removed from tables and other approved attached areas.
☐	☐	Restrooms clean.
☐	☐	Refrigerator/freezer cleaned, emptied, and wiped. Stove and ovens (conventional and microwave) clean.
☐	☐	Sinks clean.
☐	☐	No food or serving items remaining in the kitchen.
☐	☐	All smoking receptacles and smoking refuse removed by Member in Member-supplied container.
☐	☐	All trash generated from event removed from event area. Association dumpsters may be used to dispose of event trash. No trash shall be left outside of the receptacle.

_____ _____

Member Signature Member Printed Name

_____

Date