



WINNER'S CIRCLE PARK SHELTER RENTAL AGREEMENT

This agreement is made and entered into by and between the Triple Crown Homeowners' Association and the Triple Crown Property Owner named below for the rental and use of the Winner's Circle Park Shelter. The rental and use of the Shelter shall be for the type of function indicated below and shall be in accordance with the provisions of this agreement, the Shelter Rules and Regulations, and the Declaration of Covenants, Conditions, Restrictions, Easements and Liens of the Triple Crown HOA, all as may be amended from time to time, and which are incorporated herein by reference.

Property Owner: _____ Address: _____

Resident/Tenant Name (if applicable): _____

Phone(s): _____ Email address: _____

Date of Function: _____

Time (select one): 11:00 a.m. to 3:00 p.m. 4:00 p.m. to 8:00 p.m. Other _____ to _____
(rental times are subject to change depending on the season – no rentals are permitted past dusk)

Number of Guests: _____ Type of Function: _____

NOTE: Liquor is not to be sold on the premises at any time.

A **\$100.00** security deposit and **\$50.00** rental fee must accompany this application (separate checks made payable to Triple Crown HOA). The security deposit will be refunded after the function if the Shelter is left in an acceptable condition, no damage or loss has occurred, and there have been no infractions of the rules. The owner reserving the Shelter is responsible for the payment of repairs or replacement costs for all property damaged or lost as a result of or occasioned by the Owner's use of the property.

The Owner making the reservation must be in attendance for the entire duration of the function and is responsible for the conduct of all guests (unless they are giving permission to their tenant to rent the Shelter). The owner is also responsible for cleaning after use. Cleaning is to be in accordance with the Cleaning Checklist. Charges not included in the cleaning checklist will be added if applicable.

All guest's cars must be parked properly in the parking lot area only and the area cleaned of any party related debris after the function.

Access to the Shelter will begin no more than 1 hour before the rental time (for set up) and cleaning must be completed within 30 minutes after rental period. These times may be adjusted if there are multiple rentals the same day.

NOTE: Any violation of the Shelter Rules and Regulations or disturbances created as a result of the function will require the owner to get approval by the Board of Directors for future reservations.

I understand and agree to abide by the terms of this Agreement and the Winner's Circle Park Shelter Rental Rules and Policies I understand that I am responsible for any loss or damage of property which may occur as a result of this function. I acknowledge that I have read this Agreement, the Shelter Rental Rules and Policies, and the Declaration of Covenants, Conditions, Restrictions, Easements and Liens for the Triple Crown HOA which are referred to herein.

This Agreement entered into on (date) _____

Signature of Property Owner _____

Signature of Resident/Tenant _____

Approved by the Recreation Facilities Coordinator _____ on behalf of the Triple Crown HOA



WINNER'S CIRCLE PARK SHELTER RENTAL RULES AND POLICIES

The Winner's Circle Shelter is available to Property Owners of the Triple Crown Homeowner's Association for private social functions. To reserve the Shelter, contact your Recreation Facilities Coordinator well in advance of your function to ensure your reservation. A rental fee and security deposit will be required (see below). Residents will be responsible for any damage occurring to any furniture or fixtures during their use as well as leaving the Shelter in good condition per the cleaning checklist.

Availability: The Shelter is available for use by all property owners for private functions who are in good standing with the TCHOA.

Denied Use: A property owner may be denied the use of the Shelter for the following reasons:

- Their account is not current.
- History of damage to the Shelter.
- Business Use. This includes any function where money is exchanged for wares or services.

The Board of Directors must approve any denials of use by property owners.

Reservations: Reservations are made by calling the Recreation Facilities Coordinator no more than 90 days and not less than 7 days in advance of the date of the function. All dates are reserved on a first come, first serve basis. Triple Crown will have a 21-day cancellation policy. In the event a homeowner would like to cancel a reservation, a written notice must be sent to the Recreation Facilities Coordinator at least 21 days prior to the event in order to receive a full refund. Failure to submit a written request for cancellation at least 21 days prior to scheduled event will result in forfeiting the rental fee. The only exception will be if a death or illness occurs in the family.

Fees: Two checks, one for \$100.00 (security deposit) and one for **\$50.00** (rental fee) must be received within 24 hours of placing the reservation or the reservation will be cancelled. The \$100.00 security deposit will be refunded after the event if the Shelter and surrounding grounds are left in acceptable condition, no damage has occurred, and there have been no infractions of the rules. The Board of Directors shall have jurisdiction over all questions in this matter. Appeals may be made to the Board of Directors (in writing). Checks should be made payable to the Triple Crown HOA.

Hours Available: The Shelter is available for private functions for a 4-hour period. Rental times are 11:00 a.m. to 3:00 p.m. or 4:00 p.m. to 8:00 p.m. Access to the Shelter will begin no more than 1 hour prior to the rental time for set up and cleaning must be completed within 30 minutes after the rental period. These times may be adjusted if there are multiple rentals in the same day.

Inclement Weather: The HOA will not refund rental fees due to weather conditions.

Supervision: The property owner(s) reserving the Shelter must be in attendance for the duration of the function (unless they are giving permission to their tenant to rent the Shelter). He/she is responsible for the conduct of all guests.

Restrooms: It is imperative that the restroom doors remain closed at all times. They are on a locking timer and will automatically lock at dusk each day.

Alcoholic Beverages: Under no circumstances shall alcoholic beverages be sold at any function. If alcoholic beverages are served, the community members reserving the Shelter are responsible for preventing the serving of



alcohol to minors. The property owner shall hold the Triple Crown HOA harmless from any and all liability or damage resulting from the actions of an intoxicated guest.

Parking: All vehicles must be properly parked in the lots provided. Any vehicle improperly parked will be towed at the owner's expense. It shall be the responsibility of the property owner reserving the Shelter to inform his/her guest's where to park.

Other Amenities: The rental of the Shelter is for the Shelter and picnic tables under the roof only. This does not include reserving any other amenity such as the restrooms, playground, basketball courts, sand volleyball court, dog park, etc.

Cleaning: The property owner reserving the Shelter is responsible for bagging all waste, removing all food, cleaning surrounding common grounds and returning furnishings to their places. No items should be left outside overnight. Failure to clean the Shelter satisfactorily will result in forfeiture of the security deposit.

Cleaning & Usage Checklist: A "Cleaning & Usage Checklist" is included with the Rental Agreement. It is the responsibility of the property owner reserving the Shelter and Recreation Facilities Coordinator to immediately tour the Shelter before/after the event (including restrooms) and note any soiled or damaged items. Assessments for damage or loss will be based on the visual inspection and review of the property owner and reporting damage to the Coordinator prior to the function. The property owner reserving the Shelter is responsible for the payment of repair or replacement costs for any and all damages or losses as a result of the property owner using the Shelter.

Board of Directors: The TCHOA Board of Directors may sponsor community events at times and dates not available for private functions and at no fee.

Signature of Property Owner _____

Signature of Resident/Tenant _____