

RENTAL AGREEMENT

Sparkman Club Estates Community Club
3366 Duchess Trail, Dallas, TX 75229

*****Disclaimer: it is the renter's responsibility to **read the contract in detail** for expectations to abide by before, during and after rental. Signing the contract is acknowledgement that you, the renter, have read it and will abide by it. The Board appreciates your cooperation, this contract is set in place to establish rental boundaries, proper maintenance and continued accessibility for current and future members. *****

CLUB RENTAL POLICIES AND CONDITIONS

1. Rental of the Club is intended only to provide the building facilities (the "Club") for a member's personal or private use. Adjacent grounds, except the pool and pool area (as defined below), can be used during the rental time period for an additional rental fee as set forth below. During a rental time, the building will be exclusively used by the renter, however the adjacent grounds may not be exclusive depending on other member's use (meaning that other members may be using the adjacent grounds simultaneously).
2. Only members in good standing as defined by Sparkman Club by-laws are eligible to contract to rent the Club. Others living in the member's home may not rent the club (this includes children).
3. The member contracting for rental for personal or private use is fully responsible for seeing that the party or function to be held is in good taste and meets the moral standards of the community.
4. All request for rentals are subject to the approval of the Board of Directors. Request for rentals shall be submitted in advance of the Board meeting preceding the event. Requests for rental dates between Board meetings may or may not be approved depending on the availability of the Board members to vote by voice or email and depending on the complexity of the rental.
5. Upon approval by the Board, rental and deposit fees shall be paid in advance of the event, but no later than 14 days after the execution of this contract- failure to pay the rental and deposit fees timely may result in a forfeiture of the rental date. The rental fee is not be refundable unless this contract is terminated by the Board. Notwithstanding the foregoing, the rental fee and deposits will be returned to the member contracting for rental if such member cancels the rental in writing or by email that is received **14 days prior to the rental** by the House Chairperson or designee. The full deposit fee shall be refunded upon successful completion of the requirements of cleaning and leaving the facilities in an undamaged condition as specified in this contract herein.
6. A member cannot contract to rent the Club for public meetings or money-making affairs. The Board of Directors may approve rental for non-profit organizations for fundraising events. This must be approved in advance of the event.
7. Rental of the Club cannot interfere with scheduled or planned club activities.

8. A member cannot contract to rent the Club in place of a non-member. Sparkman residents who are not members cannot rent the club under any circumstances. If the member contracting for rental is renting the Club under false pretenses the member contracting for rental shall have all member privileges suspended indefinitely and shall forfeit the entire deposit amount.

9. Rental of the club building excludes the pool and the pool area. The member contracting for rental assumes full responsibility for this condition. If ANY PERSON at the rental event uses the pool and/or the pool area, the contracting member shall forfeit the entire deposit amount. Designated areas for outdoor seating is available for an additional fee, refer to Types of Rental-Outdoor in contract.

10. If the Club is found to be used for any function other than listed in this contract, the member contracting for rental shall have all member privileges suspended indefinitely. The member contracting for rental shall forfeit the entire deposit amount.

11. The member contracting for rental shall be financially responsible for all damages to the Club, fixtures and furniture occurring from such use. Repairs and any extra or unusual costs shall be the responsibility of the member contracting for rental.

12. The member contracting for rental shall be responsible for leaving the Club as clean as it was before it was rented, placing any items back in their proper places, and removing trash according to the attached "Check List for Leaving the Club in Original Condition" found on page 6. Inspection of the Club shall be made by the House Chairperson or designee after each rental. A minimum of \$50.00 shall be withheld from the cleaning deposit for any item not completed on the check list. Should member contracting for rental choose to forgo the optional cleaning fee, the "Check List for Leaving the Club in Original Condition plus Cleaning" must be followed as found on page 7. Renters paying for the cleaning service are still subject to loss of security deposit fees if excessive cleaning issues or damages arise as a result of your hosted event.

13. Rental of the Club includes the use of tables, chairs, kitchen items, and all fixed equipment which shall be cleaned, turned off, left undamaged and returned to the proper location as required.

14. The member contracting for rental shall **return the key** to the House Chairperson or designee **no later than 12 p.m. the following day** after the contracted rental period unless told another time by the House Chairperson. Failure to do so may subject such member to an additional fee of \$10 every half hour the key is late in being returned.

15. The club building is a non-smoking facility. Smoking is permitted outside in the front only. Cigarettes thrown in the landscaping or on the front porch and drive area will result in a \$50.00 fee.

16. For youth parties ages 12 to 18, the adult-youth ratio shall be one adult chaperone for every ten youth. Names of adult chaperones shall be listed on this contract. No alcohol shall be served to anyone under age twenty-one. Member contracting for rental shall not permit any activities which are unlawful or which violate any federal, state or local law or regulation.

17. For children's parties under age 12, the adult-child ratio shall be two adult chaperones for every ten children. Names of adult chaperones shall be listed on this contract.

18. Decorations shall not be installed in such a way as to damage any fixture or finish (including the walls). Tape is not allowed.
19. The rental period shall not exceed 16 hours including set-up time. Any individual requesting to have access to the clubhouse prior to the rental date or the day after the rental date will have to pay for each additional day.
20. The member contracting for rental accepts the existing conditions of the club building and attached facilities as being safe and free of danger. Extreme caution and supervision shall be exercised by adult chaperones for those using the playground equipment.
21. **The member contracting for rental assumes full responsibility for the character, acts and conduct of all persons admitted to the premises by a member or his guests.** The member contracting for rental of the Club will hold harmless and indemnify and defend Sparkman Club and any individually named officer, Board member or Sparkman Club member from any and all claims, liabilities, damages, losses, suits, causes of action, costs and expenses including reasonable attorney fees and costs (collectively "Claims") arising out of or relating to the rental of the Club, and includes, without limitation, Claims arising from an injury sustained by any person during the use for which the member contracted, whether said injuries arise out of alcohol consumption on or off the Sparkman Club premises or otherwise.
22. Live music or amplified music may not be played after midnight and the doors are not to be propped open at any time.

Types of Rentals and Fees

Rental for Member's Personal Use: The Club may be rented directly to members for family events given in honor of a family member such as birthdays, anniversaries, celebration of life, graduations, Bat and Bar Mitzvahs, wedding receptions, and any other family-oriented celebrations.

Also, the Club may be rented directly to members for non-family events where the member is hosting an event for an individual such as a friend's 40th birthday, baby shower for a girlfriend, and any other non-family-oriented celebration. The member contracting for rental must be present at rental event.

The rental fee for a member's personal use shall be **\$175.00 per weekday night (Sunday-Thursday) or \$275 for a weekend (Friday/Saturday) for a limit of 100 persons. For each additional 50 people or part thereof over 100, the additional rental fee shall be \$50.00 with a maximum of 300 persons.**

You are responsible for following the Rental Guide and using the Rental Checklist as a guide. As an example, the trash still must be emptied and taken out to the dumpster as that is not part of the hired cleaning payment.

To continue complying with proper full cleaning, there is a **\$150 cleaning fee**.

Example: One check for \$325 (\$175 rental + \$150 cleaning fee). **A deposit check of \$350**, which is fully refundable to cover damage, is to be included as a separate check.

Rental Sponsored by Member for Outside Groups: The Club may be rented directly to an outside group only if the Sparkman member is a legitimate member of the outside group such as business, fraternal organization, school or alumni group, association, or any other similar group (where the family or

an individual is not the reason for rental). Only the Sparkman member sponsoring the group shall have access to the key. Sparkman Rental Agreement 2021 4

Board approval of renting to a member-sponsored outside group may be contingent upon the requirement of hiring security personnel. The security personnel shall be hired by the Board and the member-sponsored outside group shall reimburse the Board in advance of the rental event.

The rental fee for a member-sponsored outside group is as follows: (a) for rentals on Monday through Thursday (excluding holidays), **\$275.00 for a limit of 100 persons and \$375.00 for over 100 persons with a maximum of 300 persons**; and (b) for rentals on Friday, Saturday, Sunday or a holiday, **\$475.00 for a limit of 100 persons and \$575.00 for over 100 persons with a maximum of 300 persons**. The deposit fees in either case shall be as follows: **\$150.00 cleaning fee and \$350.00 damage deposit**. You are responsible for following the Rental Guide and using the Rental Checklist as a guide. As an example, the trash still must be emptied and taken out to the dumpster as that is not part of the hired cleaning payment.

Outside Pool Area (additional rental fee of \$100.00)

The pool area may be rented for an additional fee of \$100.00. This does not include use of any of the pools. This is only available when the pools are closed during the off season (this area is not available during the pool season). This area must be marked off with barriers preventing attendees to stand around the edges of pools. This area extends from the green awning near the BBQ pits and extends to the ice machine area. If any person at the rental event uses any of the pools, or is even found outside the barriers, the contracting member will forfeit the entire deposit amount and must attend the next board meeting to discuss further sanctions.