

**Viridian Residential Association
Facility Reservation Form:
Regent Pavilion/Cabanas**



Resident Information: Reservation Date: _____

Name: _____ Address: _____

Day Phone: _____ Email Address: _____

Cell Phone: _____

Contact person (if other than above): _____ Phone: _____

Event Information: Party Type: Birthday Shower Wedding Other: _____

Number of guests: _____

Will alcohol be served? Yes / No

Residents serving alcohol must hire security directly. It is the resident's responsibility to email Ron Cosentino: chief@usprotectiveservices.us or call him: 214-710-9596. Cost is \$30/hour with a 3-hour minimum. Direct payment to the security company is due no later than two weeks in advance. Events going over the time reserved will be charged immediate payment in hourly increments.

Will food be served? Yes / No

Caterer contact info: _____

Rental Hours:

Monday-Thursday: 8:00 a.m. to 10:00 p.m.

Friday: 8:00 a.m. to 11:30 p.m.

Saturday: 11:30 a.m. to 11:30 p.m.

Event time start: _____ *(Including set-up)* Event time finish (11:30 p.m. latest): _____ *(Including cleanup)*

Check areas/items to be reserved.

Deposit must be paid by check and turned in with rental form in order to reserve date; rental fees are due no later than 14 days prior to event and may be paid by cash or check.

RENTAL	RENTAL FEE	DATE PAID
Regent Pavilion Does NOT include pool use.	<input type="checkbox"/> \$90/hour, two-hour min. Maximum occupancy: 65 Patio area available, but not exclusive.	
Deposit	<input type="checkbox"/> \$250. Please make out a separate check for the deposit only.	

Westerly Cabana	<input type="checkbox"/> \$75/hour, two-hour min. Includes 15 pool passes.	
Northerly Cabana (Covered Cabana)	<input type="checkbox"/> \$75/hour, two-hour min. Includes 15 pool passes.	
Easterly Cabana	<input type="checkbox"/> \$75/hour, two-hour min. Includes 15 pool passes.	
Tables and chairs available for use in Regent Pavilion (NO tablecloths are provided):		
6' rectangular tables (8)	Number needed:	
4'x4' square tables (5)	Number needed:	
Tall cocktail tables (8)	Number needed:	
Chairs (125)	Number needed:	

Resident/renter signature Date

VRA facility representative Date

**Viridian Residential Association
Facility Use Agreement Form:
Regent Pavilion/Cabanas**



1. Agreement

This Agreement sets forth the terms and conditions for the agreement made on _____ day of _____, 2019 between Viridian Residential Association and _____, resident/renter within Viridian concerning the rental/use of Regent Pavilion or pool cabanas.

2. Resident/renter is responsible for the following:

- a. Be present at all times and be responsible for and in control of the guests for the duration of the rental period; assure all Regent Pavilion or cabana (pool) rules are adhered to, as well as applicable laws, restrictions, ordinances, rules and regulations set forth by the city of Arlington.
- b. Set up and break down tables and chairs. No table cloths are provided. Anything you set up must be returned to the storage area in the same manner as it was found. **Please note: The furniture, which has been set up in the Regent as a hospitality area, IS NOT to be moved or rearranged for any reason.** Doing so may result in loss of security deposit and/or replacement fee.
- c. The porch and patio area may be used, but are not exclusive to the rental. Entrance to the pool cannot be blocked.
- d. Any damage to property, fixtures, floors, windows, doors, furniture or related equipment.
- e. NO confetti, glitter, bird seed or rice may be used at any time inside the Regent Pavilion, in the porch/patio or pool area. All decorations not on premises prior to event must be removed.
- f. ALL food, bottles and trash must be bagged and taken to dumpster in loading dock.
- g. NO glass containers of any sort are permitted in cabana/pool areas.
- h. Floors must be swept, lights turned off, doors locked AND key returned to lock box.
- i. If you need food to be kept cold, you must bring your own cooler. We do not have a refrigerator for resident storage and use.

3. In the event of any inconsistency in representations, this agreement shall control. This is a binding agreement, please read carefully. If there is anything you do not understand, please consult your attorney before signing. If any clause or provision of this lease is invalid, remaining portions of the Agreement remain in effect.

4. Residents/renters shall obey all applicable laws, restrictions, ordinances, rules and regulations with respect to the Viridian Residential Association and the city of Arlington.

5. All promises made are contained in this agreement. This agreement can only be changed if such changes are in writing and signed by both the resident and Association.

6. The Regent Pavilion may not be rented for commercial purposes. Resident/renter may not assign or sublet the Regent Pavilion or cabanas.

7. Smoking is prohibited in the Regent Pavilion, porch, patio, pool and surrounding areas (including parking lot).

Viridian Residential Association

Facility Rules and Regulations

Regent Pavilion/Cabanas



DISCLAIMER This list is not an exhaustive list of Rental Rules and Regulations. The Viridian Residential Association (VRA) reserves the right to amend these policies and procedures, as they deem necessary.

1. **Right of Refusal:** The VRA reserves the right to refuse rental service and/or the use of certain caterers, vendors, designers, rental companies, disc jockeys, bands and any other party supplying goods or services.
2. **Rental Area:** The specific area will be indicated on the rental agreement and does not allow for use of other areas within the VRA facilities, Lakeview Event & Conference Center or community. The resident/renter is responsible for ensuring that guests remain in the area reserved. Outside pool and recreational areas will remain open to all Viridian residents and their guests during the scheduled event.
3. **Terms of Use:** Regent Pavilion, porch, patio and cabanas are subject to terms of Facility Rental/Use Agreement, these Rules and Regulations, Viridian Facility Use Guidelines and all federal, state and local laws and ordinances.
4. **Capacity:** Total participants must not exceed the posted room capacity. No more than the listed number of people may be in attendance for any rental function or deposit will be forfeited.
5. **Set-Up and Cleanup:** **Time needed for set-up and cleaning after the event will need to be included in the time requested for the rental.** The resident/renter is solely responsible for set-up and cleaning of the area at the conclusion of the event.
6. **Deposit /Rental Fees:** A completed rental form must be submitted to secure a reservation. To reserve the date, the security deposit of \$250 (Regent Pavilion) is due with the rental form. Rental fees are due NO LATER than 14 days before the event. The security deposit will be applied to any charges assessed due to the resident/renter's failure to properly clean the premises, theft or damage of any Viridian property/facilities, as well as behavior contrary to the rules as stated in this agreement. Seasonal decorations are not to be moved or rearranged during the rental of the facility. Failure to comply with this regulation will result in a \$500 fine. If the deposit is insufficient to cover these costs, the resident/renter will be liable for payment of any additional amounts owed, which will be charged to the resident/renter's account. Any amounts remaining unpaid could result in loss of amenity privileges. Subject to terms of the Facility Rental/Use Agreement and the Rules and Regulations, the remainder of the security deposit will be returned to the Renting Party once facilities have been inspected by management. Requests for refund of deposits are submitted the next business day after the rental is complete.
7. **Duration of Event:** All reservations must begin and end at the time indicated on the Facility Rental/Use Agreement. The resident/renter must arrange for all deliveries and pickups to be made the day of the event during the time of rental. All material, products and decorations provided by you, your caterers, beverage service, rental suppliers, musicians, etc. must be removed at end of rental. VRA is not responsible for any items left behind by residents/renters or caterers.
8. **Supplies:** The resident/renter must furnish all necessary supplies for the event (including tablecloths), as well as the cleaning of the facility after the event. VRA will provide a broom and dustpan.
9. **Decorations:** Decorations are NOT to be attached to any of the walls, painted surfaces or windows of the Regent Pavilion. Candles and open flames are NOT permitted. The only exception is the use of Sterno-type

heating cans by caterers and birthday candles. Failure to follow these guidelines will result in forfeit of deposit. Use of bird seed, rice, glitter, confetti, silly string or fireworks is NOT permitted.

10. **No Commercial Use:** Sales of products is PROHIBITED in the VRA facility or on community grounds for the profit of any individual or commercial enterprise, money may not be exchanged for goods received or for fundraising purposes, except by invitation and/or approval of the Viridian Residential Association.
11. **Alcohol:** Selling of alcoholic beverages is PROHIBITED. Residents may bring their own beer or wine (in the Regent Pavilion only). Serving any other liquor requires hiring a professional bartender. **Residents serving alcohol (including beer and wine) must hire security directly. It is the resident's responsibility to email Ron Cosentino: chief@usprotectiveservices.us or call him: 469-372-2070.** Cost is \$30/hour with a 3-hour minimum. Direct payment to the security company is due no later than two weeks in advance. Events going over the time reserved will be charged immediate payment in hourly increments.

Resident/renter acknowledges that the Viridian Homeowner Association does not hold or maintain a liquor license, and this permission to serve alcoholic beverages does not constitute a liquor license. The resident/renter will be solely responsible for compliance with the liquor license laws of the State of Texas. No alcoholic beverages will be served to any person who is under 21 years old. All alcohol will remain within the confines of the rental area. If any person attending the event, whether invited or uninvited, is abusing or misusing alcohol on the VRA premises, the resident/renter will take action to have such activities stopped, and if necessary, notify police to seek assistance. The resident/renter agrees to arrange alternative transportation for any attendee who is unable to safely and responsibly drive away from the event, due to intoxication. If any person appears to be over-intoxicated, the resident/renter will take responsibility to contact proper authority or seek assistance to enforce Texas State laws regarding driving will intoxicated. The resident/renter agrees that they are solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at the resident/renter's event.

NO ALCOHOL may be served or provided in any cabana (or pool) area.

12. **Guest Conduct:** The resident/renter is responsible for ensuring all guests adhere to the policies of the Viridian Homeowner Association and is responsible for all damages, including damages caused by attendees. Financial responsibility for any and all damages, as determined by VRA, will be the sole responsibility of the resident/renter as stated in section six (6): Deposit/Rental Fee.
13. **Liability Waiver:** The Viridian Homeowner Association will not be liable for any injury to persons or property except as specifically set forth in the Facility Rental/Use Agreement. This limitation on liability includes, without limitation, the following: (a) accidents resulting in injury from setting-up the room or from use of any equipment that is operated; (b) illness resulting from food preparation; (c) lost, stolen or damaged property; or (d) mechanical problems associated with electrical, or heating/cooling. The Viridian Homeowner Association will make every effort to maintain all equipment in operational condition.
14. **Glassware:** Glassware of any type is PROHIBITED inside the gated pool area.
15. **Tobacco Products:** Use of tobacco, e-cigarettes, cigars and/or marijuana is PROHIBITED in the VRA facilities, parks and parking lots.
16. **Supervising:** Children under the age of 18 are permitted only under the supervision of a parent or guardian. At any event in which a majority of the attendees are under 18 years old, the resident/renter will assure that there is at least one adult chaperone present at all times for every 10 persons under 18 years old.
17. **Cleaning:** All areas are required to be returned in the condition they are received. All trash must be placed in tied garbage bags and placed in the dumpster (inside loading dock area behind the large brown gates). Sweep the floors.

**Viridian Residential Association
Release and Agreement NOT to Sue:
Regent Pavilion/Cabanos**



THIS IS A RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE. PLEASE READ CAREFULLY BEFORE SIGNING THIS AGREEMENT. In consideration of participation in the event or activity described in this agreement form, the undersigned acknowledges that access to and use of the Regent Pavilion/cabanos and participation in the event or activity is done at the undersigned's own risk. The event or activity may involve risk of physical injury to any individual undertaking such event or activities, including serious bodily injury or death. Additional risks include, but are not limited to, acts of God, forces of nature, negligent acts or omissions of others or of the Viridian Homeowner Association, Inc., CCMC and their respective members, directors, officers, agents and employees. Acknowledging the risks, whether described above or not, whether currently known or unknown, the undersigned RELEASES, DISCHARGES AND AGREES NOT TO SUE OR MAKE ANY CLAIM AGAINST, VIRIDIAN HOMEOWNER ASSOCIATION, INC., CCMC, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES AND THEIR RESPECTIVE MEMBERS ARISING OUT OF OR FROM ANY AND ALL FORESEEN AND UNFORESEEN INJURIES, DEATHS, LOSSES, ACTIONS, CLAIMS, JUDGMENTS OR DAMAGES OF ANY KIND AND NATURE THAT MAY ARISE OUT OF THE UNDERSIGNED'S PARTICIPATION (INCLUDING AS A SPECTATOR) IN THE DESCRIBED EVENT OR ACTIVITIES, OR ON PROPERTIES OWNED, OPERATED, LEASED, LICENSED, MAINTAINED OR CONTROLLED BY THE VIRIDIAN HOMEOWNERS ASSOCIATION, INC., INCLUDING SPECIFICALLY ANY INJURIES, DEATHS, LOSSES, ACTIONS, CLAIMS, JUDGMENTS, OR DAMAGES ARISING OUT OF THE NEGLIGENCE OF THE VIRIDIAN HOMEOWNER ASSOCIATION, INC., CCMC AND THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES.

The resident/renter agrees that the Viridian Homeowner Association, Inc., CCMC and their respective members, directors, officers, agents and employees are not liable for injuries to persons or property occurring within or around the Lake Club during the rental period. The resident/renter agrees to indemnify and hold harmless the Viridian Homeowner Association, Inc., CCMC and their respective members, directors, officers, agents and employees from and against any and all damages, losses, liabilities, claims, costs, and expenses, including reasonable attorneys' fees in defending against the same, arising in any way out of the resident/renter's use of the Regent Pavilion/cabanos, facilities or equipment.

I will be in attendance throughout the entire length of the event, and understand that if I leave the event, this contract will become null and void, the event will end, and the deposit will be forfeited and will not be returned to me.

I also understand that any damage to the property, the facilities, building or the furnishings will be my responsibility and additional charges will be assessed. I accept full responsibility for the conduct of my guests. Initials _____

I have read and fully understand the terms of this agreement, the policies set forth in the attached Viridian Residential Rules & Regulations form and by signing this document, I agree to adhere to all terms of this Facility Use Agreement and the Policies, Procedures and Rules.

Initials _____

Signature

Date

Print Name

STAFF USE ONLY (please initial any information you fill in):

- Deposit Paid: _____ (Amount) _____ (Date) _____ (Check Number)
- Rental Amount Paid: _____ (Amount) _____ (Date)
- Bartender Contract submitted: _____
- Audio/Visual Connection: _____ (Yes/No)

Staff Signature

Date

- Deposit Returned/Shredded: _____ (Amount) _____ (Date)