

PSHOA Clubhouse Rental Agreement

The Pointe South HOA Pool House (clubhouse) is available for rental by Homeowners in good standing of the PSHOA. "Good standing" is defined as having all dues current and no unresolved PSHOA issues. Further, an HOA member is an actual homeowner.

Reservations will be taken on a first-come, first-served basis. The reservation occurs upon receipt of this signed contract and the deposit check made payable to PSHOA. For reservations to be made, they must be received at least 5 business days in advance or postmarked at least 7 business days in advance. There will be no verbal holds. Questions about reservations can be made by contacting the HOA Board at pshoa.zachary@gmail.com.

Purpose of Reservation: _____

Date of Use: _____ Time In: _____ Time Out: _____

Homeowner's phone & email for reservation confirmation and instructions:

Phone: _____ Email: _____

Current Homeowner ("Renting Party/Renter") agrees to the following rules, terms and conditions:

1. The building is available for private functions/parties with a rental deposit of \$50.00 payable by personal check to Pointe South HOA which homeowner is to provide with this signed agreement. Any damages will be deducted from the deposit based on repair and/or replacement costs. Additional charges may be incurred depending on the extent of the damage. No tape or thumbtacks may be used for decorating. Tables and chairs may be used on the premises. No furnishings or equipment may be removed from the clubhouse – either for personal or HOA use. Any repair costs, fines or charges in excess of the \$50.00 deposit shall be posted to the Renting Party's account.
 - a. Said checks will be held unprocessed for up to 15 days after your event provided there is no damage caused during the event or clean-up left unattended. If damage or failure to clean-up is noticed after the event, the deposit check will be immediately processed. Homeowners may reclaim their unprocessed checks by arranging pickup by emailing pshoa.zachary@gmail.com. Unprocessed checks will be automatically shredded if left unclaimed 30 days after the scheduled reservation.
2. Facility rental DOES NOT include use of the swimming pool for your event guests beyond the 2 per household allowed during normal operation. Please note that during the open swimming pool season, ALL PSHOA members in good standing will have access to the clubhouse and swimming pool even during reserved events held during pool hours.
3. The homeowner is responsible for cleaning and leaving the interior of the Clubhouse and the grounds surrounding the clubhouse in an orderly and clean condition. This includes, without limitations, emptying of all indoor trash receptacles, sweeping and mopping floors, cleaning kitchen countertops and tables/chairs. Failure to follow the cleaning requirements will result in forfeit of your \$50 deposit and possible additional charges. No deposit will be returned until the clubhouse is cleaned as required and the premises are inspected by an HOA Board Member.
4. Only Pointe South homeowners may reserve the clubhouse and MUST BE PRESENT for the ENTIRE TIME of the rental. The Homeowner will be held responsible for the conduct of their guests.
5. Homeowners can reserve the clubhouse a maximum of once a month, based on demand. If a second use is requested, it cannot be reserved until after the first event has occurred.
6. Clubhouse hours are from 7:00 am to 9:00 pm daily. The Clubhouse is obligated to be operated under all City codes and ordinances. No overnight use is permitted. The clubhouse is for private use only. No business or commercial related events are allowed. Events that are open to the general public are not allowed.
7. NO SMOKING or vaping is allowed in the Clubhouse, restrooms, pool area or anywhere on the premises. No cigarettes shall be thrown onto the grounds of the Clubhouse or premises.

8. The homeowner is responsible to provide cleaning supplies and trash bags for use during their reservation. Basic cleaning supplies are available for quick clean-ups during an event, and a toilet brush for cleaning toilets; the renting party is responsible to furnish all other cleaning supplies.
9. All trash and debris must be removed from the clubhouse and placed into the outdoor cans. Any trash in excess must be removed from the premises.
10. Restrooms will be open and available to those in the Clubhouse as well as for the residents at the Pool during the summer.
11. The swimming pool and deck/patio area are for PSHOA members and cannot be reserved as part of the Clubhouse function. At no time shall a function at the Clubhouse encroach upon these areas.
12. NO PETS are allowed in the Clubhouse or on the Clubhouse grounds, including the pool area. Registered service animals are excepted.
13. Building doors are not to be propped open at any time, and access codes are never to be shared with anyone outside of your household. Doing so will result in loss of privilege for the remainder of the year.
14. Undue noise is not allowed. There is a local noise ordinance in Zachary, and surrounding residents may call the police if you are disturbing the peace.
15. No glass beverage containers are allowed on the premises.
16. The PSHOA reserves the right to enter the Clubhouse and terminate any function should the conduct of any person using the Clubhouse endanger the health, safety or welfare of any person, constitute a threat to the Clubhouse or other property, or reasonably interfere with the peace and enjoyment of the residents of Pointe South Subdivision.
17. The homeowner, all guests and invitees agree to indemnify and hold harmless the PSHOA (Pointe South Property Home Owners' Association, Inc.), its Board of Directors and its employees and/or agents for any and all losses, claims, damages, lawsuits, etc. which occur or arise out of the use of the Clubhouse or pool facility. Renting Party is responsible to abide by all City ordinances.
18. The homeowner understands and agrees to abide by all local, state and federal laws and ordinances that pertain to residents, guests and invitees while using the Clubhouse. The Renting Party understands that any violation shall be grounds for immediate termination of the right to use the Clubhouse. Any such termination shall not waive or change the renter's obligation hereunder.
19. The Homeowners Association Board reserves the right to refuse to rent the clubhouse for any purpose it deems to be detrimental to or not in the best interest of its members. It further reserves the right to refuse to rent the facilities on any dates and at any time it deems inappropriate or inconvenient.
20. It is agreed that all deposits, legal fees, actual costs incurred, and expenses incurred by the Association as a result of the use of the Clubhouse under this Agreement shall be considered an assessment and constitute a lien against the property of the renting homeowner, and shall be fully collectible.
21. The Renting Party agrees that any violation of PSHOA Rules shall be grounds for immediate termination of the right to use the Clubhouse.

Homeowner's Printed Name: _____

Address: _____

Signature: _____ Date: _____