

## Pavilion Reservation

Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Twin Creeks Community Association, Inc.  
Office# (972) 390-1194

Party Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

### Homeowner's Information

Homeowner must accompany guests during party.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Information: Cell# \_\_\_\_\_

Alt# \_\_\_\_\_

### Reserving Pavilion

**Amenity Center TC1**

[ ☐ ]

**Main Pavilion (401 Twin Creeks Dr.)**

**Amenity Center TC2**

[ ☐ ]

**Comanche (902 Comanche Dr. - Next to Boon Elementary)**

### Party Information Theme

(Type): \_\_\_\_\_

Party Date: \_\_\_\_\_

2 Hours Max: \_\_\_\_\_ *Arrive 30 minutes early to inspect facility.*

How Many Guests: \_\_\_\_\_ *Minimum 10; Maximum 30.*

### 3rd Party Entertainment

Vendor insurance certificate(s) required.

Name of Company: \_\_\_\_\_

Name of Company: \_\_\_\_\_

### Required Information

Must be received two weeks prior to party.

Hold Harmless Agreement: [ ☐ ] Signed Agreement

Deposit Check for \$250: [ ☐ ] Check#\_\_\_\_\_ Payable to Twin Creeks Community Association, Inc.

Access Card No.: [ ☐ ] \_\_\_\_\_

Vendor Insurance Certificates: [ ☐ ] # of Certificates\_\_\_\_\_

### \*After the Party

An inspection of the pavilion may be conducted after your event. If no issues arise, Management will shred the deposit check within 30 days.

\_\_\_\_\_  
*Homeowner's Signature*

# RESERVATION AND HOLD HARMLESS AGREEMENT

Twin Creeks/Raintree Estates agrees to permit \_\_\_\_\_  
("User") to reserve an area of the Pavilion in Twin Creeks located at:

**401 Twin Creeks Drive** [ ] or **902 Comanche Drive** [ ]

Between the hours of \_\_\_\_\_ to \_\_\_\_\_ on \_\_\_\_\_ (date).  
Reservation is based upon # \_\_\_\_\_ guest(s). NOTE: **The number of guests may not exceed 30.**

A deposit in the amount of Two Hundred and Fifty and No/100 Dollars (\$250.00) is due and payable upon submission of this Agreement. I understand and agree that this deposit will be used to pay for cleaning costs and any and all damages resulting to the Pavilion, its contents or any other portion of the Twin Creeks/Raintree Estates I property, from my actions or any actions of persons present at, attending or in any other way related to my function. I understand that any charges made against my deposit will be explained. If costs of repairs or cleaning exceed the amount of my deposit, I agree to pay the Association the full costs of all repairs and/or cleaning within ten (10) days of receipt of a written explanation of the damages and a bill from the Association for such repairs. If I am a member of the Association, I agree that all costs, fees and expenses incurred by the Association as a result of the use of the Pavilion constitute a lien against my home and shall be fully collectible as such as provided for in the Association's governing documents. Subject to any deductions provided for herein, the deposit will be refunded in whole or in part in person Monday through Friday, 8:00 a.m. – 5:00 p.m.

I am at least twenty-one (21) years of age and will be in attendance at my function. I hereby agree and represent that the Pavilion will be used for lawful purposes only and that if any conduct at the function I am sponsoring violates federal, state or local laws or ordinances, or unreasonably interferes with the other residents' use and enjoyment of the Twin Creeks/Raintree Estates I facilities, my rights to use the Pavilion under this Agreement shall terminate and the Association shall have the right to take possession of the Pavilion and instruct my guests and vendors to leave the property.

I agree to abide by all rules governing the use of the Pavilion as set forth on the attached Reservation Procedures/Checklist. I agree to clean the Pavilion after use.

In return, User assumes all responsibilities, risks, liabilities and hazards incidental to the use of the Pavilion during the hours / dates specified above. Without regard to any acts or omissions by Owner or its agents, whether negligent, intentional or otherwise, User releases and forever discharges Owner, its officers, directors, employees, agents and members, and agrees to defend, indemnify and hold the same harmless, from and against any and all losses, expenses, liens, claims, demands, suits, judgments, expenses (including attorneys' fees) and causes of action of every kind and character (including those of the agents, employees, licensees, guests and invitees of User) arising from any occurrence on the Pavilion or from any act performed by, or omission on the part of User, its agents, employees, invitees, guest, or licensees, arising out of or in connection with User's use of the Pavilion, or arising from User's failure to perform its obligations under this Agreement, even though caused or alleged to be caused by the joint, comparative, or concurrent negligence or fault of Owner or its agents, and even though any such claim, cause of action, or suit is based upon or alleged to be based upon the strict liability of Owner or its agents.

**This indemnity provision is intended to indemnify Owner and its agents against the consequences of their own negligence or fault as provided above when Owner or its agents are jointly, comparatively, or concurrently negligent with User. This indemnity provision shall survive termination or expiration of this Agreement.**

I understand that my reservation of the Pavilion on the aforementioned date will not be confirmed nor will this Agreement be binding until such time as this Agreement has been executed by me and by the Association and the necessary deposit paid.

I have carefully read this Agreement and understand its terms and agree to be bound thereby.

**AGREED TO AND ACCEPTED:**

**PRINT NAME:** \_\_\_\_\_ (owner)

**SIGNATURE:** \_\_\_\_\_ (owner)

**TWIN CREEKS COMMUNITY ASSOCIATION, INC.**

**By:** *Chelsea Chambo*  
**Managing Agent**

**\*\* Please submit your deposit check (\$250.00) upon receipt of this agreement.**

**Make check payable to:** **Twin Creeks Community Association, Inc.**

**Mail check to:** **Twin Creeks Community Association, Inc.**  
**300 Twin Creeks Drive**  
**Allen, TX 75013**

## **TWIN CREEKS PAVILION I or II**

### **RESERVATION PROCEDURES/CHECKLIST**

1. The pavilion may be reserved for parties (birthdays, etc.), but not exclusively.
2. A maximum 2 hours is allowed for each party. The host and/or hostess are allowed to arrive 30 minutes early to setup and stay no more than 30 minutes after the party to clean up.
3. Reservations are required for parties greater than ten (10) people, total number not to exceed thirty (30) people.
4. A two-hundred and fifty dollar (\$250) deposit and a signed "Hold Harmless Agreement" (attached) is required in the event of property damage, clean up or injury. The deposit check and signed "Hold Harmless Agreement" are to be brought to the office of the Association two (2) weeks prior to the reservation date. The check will be returned if no damages are incurred. You may pick up your check Monday through Friday, 8:00 a.m. – 5:00 p.m.
5. Pool facility **guests must be accompanied by property owner**. No extra entry fees for guest will be required at this time.
6. Association must be notified at time of reservation of scheduled third party entertainment (clowns, magicians, jump houses, etc.) Third party entertainment vendors are required to have liability insurance coverage **listing Twin Creeks Community Association as the certificate holder**. General Liability of \$1,000,000 per occurrence, General Aggregate of \$1,000,000 per occurrence, Medical expense per person of \$500,000, Personal & Adv injury of \$500,000 and Damage to Rented premises of \$50,000 per occurrence, prior to rendering services for the Client, per each event.
7. It is recommended that you arrive 30 minutes early to ensure the area and the number of tables and chairs will be available for your use. Not all tables and chairs will be available for parties.
8. It is recommended that you bring supplies to clean the tabletops, etc. in the event the cleanliness of the area does not meet your satisfaction. The pavilion area is cleaned three to four times per week in the spring and summer months, twice a week in the fall and once a week in the winter.
9. Please do not tie balloons, streamers, signs, etc. to the ceiling fans. When removing decorations, please remove all tape, thumb tacks, etc. from the surface area.
10. **You are responsible for clean up and removal of all trash. Trash must be bagged and taken with you.**
11. Barbecuing is allowed at the residents' own risk. The Association does not provide BBQ grills.
12. No alcohol is permitted in the pavilion area.

If you have any questions or wish to make a reservation, please call the Association Manager at (972) 390-1194.

**NOTE: Please bring your own trash bags for party clean up. Please take your filled trash bags with you when you leave the pavilion.**

# **ATTENTION RESIDENTS!!!**

## **CLEAN UP AFTER THE PARTY!**

### **YOU ARE RESPONSIBLE FOR CLEANING UP THE PAVILION AFTER YOUR PARTY!**

- 1) Bring your own trash bags, cleaning products, paper towels, dustpan and broom.**
- 2) Make sure the tables and floor are cleaned thoroughly (remove all craft product residue, food and drink spills, tape, etc.)**
- 3) Take all your trash with you when you leave the Pavilion!**
- 4) \$150.00 will be deducted from your deposit if party trash is not bagged and taken out of pavilion!**



If you have any questions, please call Management at the Information Center at (972) 390-1194.

*Thank you,  
Twin Creeks' Onsite Management Staff  
CMA / Management*