



Pavilion Rental Form

The fee to reserve the Springbrook HOA Pavilion is \$25, with an additional \$75 dollar refundable deposit required.

To complete your reservation, fill out and sign this form and return it to the Property Management Company along with one check for \$25 and one check for \$75.

A Springbrook HOA representative will inspect the park after your event, determine if the full \$75 will be refunded. A refund will be issued (return your check) within 30 days of your party/reservation.

Requested Info	
Primary Host Name	
Address	
Phone Number	
Email Address	
Requested Reservation Date	
Event Beginning Time	
Event Ending Time	
Event Type	
Number of Guests Expected	

Terms, Conditions, and Provisions of Agreement, and Release of Liability:

- 1) The "host" is hereby defined as a member of Springbrook HOA, the person making this reservation, and the responsible party in this agreement. In the event of multiple hosts, the "Primary Host" will assume any responsibility listed in this agreement.
- 2) The Pavilion is available for reservation by Springbrook HOA members between the hours of 9:00 AM and 8pm. Reservations must be made at least 1 week in advance. Reservations will not be accepted more than three months in advance. Reservations will not be accepted from hosts who are not current with their HOA dues.
- 3) All hosts signing this agreement must be present at the event always including setup and cleanup.
- 4) Reservations only include the pavilion, adjacent grills, and picnic tables within the pavilion. The rest of the park will remain open to other Springbrook HOA members.
- 5) After each use of the pavilion, hosts are required to leave the space in the same condition as before the event. This includes but is not limited to disposing of all garbage and cleaning tables and grills. Garbage must be physically removed from the HOA Park to be considered disposed. This includes removing the bags from the trash cans in the pavilion area.
- 6) The host is responsible for all alcohol consumption of all guests and for compliance with alcoholic beverage laws and regulations. The host expressly assumes all social host liability which may arise out of or relate to the use or occupancy of the pavilion.
- 7) The host is responsible for the conduct of all guests. The host expressly assumes liability for all damage to the pavilion, its fixtures and furniture, or to the related common areas, which arises out of or relates to the use or occupancy of the pavilion.
- 8) The host expressly agrees to release, indemnify and hold harmless Springbrook HOA and PAMco, and their respective officers, directors, agents, employees, independent contractors,

and volunteers (the “Released Parties”) from any and all harm, damages, claims, fines, suits, demands, actions, or other liability, including without limitation personal injury, death, or property loss of any person, and including costs and expenses of any kind or nature whatsoever including without limitation attorneys fees, which arises out of, relates to or results from the use or occupancy of the pavilion and related common areas.

9) The host shall comply with all stated and customary terms, State and Federal laws, City ordinances, posted safety signs, rules, and verbal instructions as conditions for utilizing the Pavilion. If the host observes any hazardous activity during their event, they must bring it to the attention of Springbrook HOA or an appropriate official immediately.

10) The host understands that there are inherent risks associated with the use of the pavilion, parties, and/or use of the area, and knowingly and freely assumes all such risk, both known and unknown, including those that may arise out of the negligence of other participants. The host and the participant(s), and their respective heirs, assigns, administrators, personal representatives, and next of kin, hereby release and hold harmless, Springbrook HOA, their affiliates, officers, members, agents, employees, and sponsoring agencies from and against all claims, injuries, liabilities or damages arising out of or related to our use of the pavilion.

11) If the Springbrook Board of Directors and the Professional Management Company agree to rent the park pavilion to a non-resident of Springbrook HOA, the non-resident will still need to follow all the terms and provisions of this agreement. Residents of Springbrook HOA will retain their right to enter and use the park in the manner of their choosing during your event. However, you will can produce a copy of this rental agreement to prove your official rental of the pavilion.

12) It is your responsibility to manage any disputes that may occur if multiple groups vie for use of the sports areas in the park during your event. Official rental of the park pavilion conveys first rights to use the sports areas for your group, however it is not legally binding. If any disputes happen during your event, please address them civilly and attempt to come to a compromise. If you have officially rented the park pavilion from Springbrook HOA, and the other group(s) that show up to use the sports areas are not members of Springbrook HOA, this agreement then trumps any claims that group may have to park usage.

Your signature below indicates that you have read, understand, and agree to the Terms and Provisions of this agreement, as well as the Release of Liability.

Host Printed Name (list the Primary Host first)	Host Signature	Date

Submit Form using ONE of the methods below:

Email form to: shadana@pamcotx.com and office@pamcotx.com

Fax form to: 512-918-8121

Mail form to: SpringBrook Owners Association, PO Box 200145 Austin, Texas 78720

Submit Payment using ONE of the methods below:

Mail Check to: SpringBrook Owners Association, PO Box 200145 Austin, Texas 78720

Pay with Cash or other Non-Standard Situations: Use this webform and the Property Management Company will contact you to discuss options.