



Facility Reservation Form

Property Owner: _____ Lot #: _____

Property Address: _____

Email Address: _____ Phone Number: () _____

Event Date: _____ Hours: _____ No. of Guests: _____

Event type (please check one): Wedding/Reception Shower Birthday Party
 Business Function Other; please specify _____

Thank you for choosing the King Oaks facilities for your event! Your reservation will be confirmed once all documents in this reservation packet are completed and returned with **BOTH** checks (rental fee and refundable deposit) to Berkshire Hathaway HomeServices Caliber Realty, 700 University Drive East, Suite 108, College Station, TX 77840.

You have reserved:

- _____ Option 1: Pond Pavilion Full Day Reservation: Pond Pavilion for six (6) hour block- between 8am – 2pm or an eight (8) hour block between 2pm -10pm. It includes exclusive use of the picnic tables and benches, located there, as well as charcoal grille located adjacent to the pavilion.
- _____ Option 2: Pond Pavilion Four (4) Hour Reservation: Pond Pavilion for four (4) hour block- between 8am –12pm, 1pm - 5pm or 6pm – 10pm. It includes exclusive use of picnic tables and benches, as well as charcoal grille located adjacent to the pavilion.
- _____ Option 3: Pool Pavilion Four (4) Hour Reservation: The Pool Pavilion and covered seating at the Pool for a four -hour block; between 8am – 12pm, 1pm – 5pm, or 6pm – 10pm. Please note that the pool will remain open for other residents and is not restricted to only your guests during the reservation of the Pool Pavilion area. Other members of the community will still have access and pool privileges during your event. The picnic tables and benches located in the covered kitchen area are included with your reservation.

Please note, ALL fees and documentation MUST be provided at time of reservation. Fees should be paid with two checks: one for the rental fee, the other for the deposit. Checks should be payable to: King Oaks Property Owners Association (King Oaks POA) with a memo note: facility rental fee, facility deposit for the Pond Pavilion or Pool Pavilion.

- Full Day Rental-Pond Pavilion: _____ \$400.00 rental fee _____ \$300 deposit**
- Four Hour Rental-Pond Pavilion _____ \$150.00 rental fee _____ \$300 deposit**
- Four Hour Rental – Pool Pavilion _____ \$200.00 rental fee _____ \$200 deposit**

* Total amount should be paid with two checks made payable to King Oaks POA.
** You must take a photo before and after rental to verify condition is the same as when you arrived to receive a refund of your deposit in full.

Documentation: _____ **Release of Liability and Assumption of Risk**
 _____ **Member Information Sheet**

This reservation gives you exclusive use of only the indicated facilities during your scheduled event. It does not give you exclusive use of the Pool, Pool/Patio Deck, and Pavilion greenbelt and restrooms.

These are rustic, outdoor spaces and periodic, professional cleaning is provided only for the restrooms. The restrooms are regularly stocked with supplies by the cleaning crew but please let us know if you are having a large event so can provide additional supplies. The lawn maintenance is provided on a bi-weekly basis during the growing season. Please contact us if you wish to know the usual lawn maintenance date as it relates to your event.

We hope you have an enjoyable event. Please email us at hoa@bhscaliber.com with any comments or questions.

I have read and understand the terms, conditions and policies of this facility rental request.

Property Owner Signature(s):

**King Oaks
Facilities Policies**

- You will be given a keypunch code to open the Pool Pavilion gate and Pond Pavilion restrooms.
- **The property should be inspected and all items reported 48 hours before your events.**
- Property owner must be current on annual POA assessments to use the facilities.
- Property owner must be present during entire event. **FAILURE TO DO SO WILL RESULT IN A FORFEIT OF YOUR DEPOSIT AND YOUR ABILITY TO RENT THE FACILITY IN THE FUTURE.**
- You are responsible for the behavior of your guests / party.
- Please follow all posted rules at the Pool Pavilion and the rules as stated in the Notice of Waiver and Liability.
- We DO NOT have a lifeguard on duty. NO child should be left unattended.
- Pond Pavilion rental capacity is a maximum of 150 people.
- No rentals will be scheduled on Holidays or Holiday weekends unless approved by the King Oaks POA Board of Directors.
- Please be courteous, hospitable and respectful of all others.
- Music/band or public addresses must conclude by 10:00 p.m. on week nights and weekend nights. The volume of your music is subject to complaints from neighbors under applicable County statutes. Please be respectful of nearby homes with the music volume.
- Fireworks are not allowed.

Clean-up Requirements for Refund of Deposit:

- Facility must be cleaned to the same, or better, condition as presented prior to your event, including the parking lot. **This must be done by the end of your reservation time in preparation for a possible event following you on the same day.** If this task cannot be completed, during your time reservation please reserve the following time slot or next day as well (appropriate fee required). Failure to do so will forfeit refund of your deposit. Please note that a “before” and “after” inspection of the facility being reserved will be conducted by an agent of Berkshire Hathaway (Property Management) prior to the refund of your deposit. The “after” inspection may take up to 48 hours to complete. You will be notified in advance if a reduction or forfeiture of your deposit check is required.
- To ensure you receive 100% of your deposit:
 - o Please empty and take out trash at the conclusion of your event and replace trash liners. Trash carts should be placed at the end of the sidewalk on the parking lot at each pavilion.
 - o Vacuum and/or sweep and pick up, if necessary, all debris in the areas used for your event.
 - o Pick up cigarette butts, rice, confetti, etc. if applicable.
 - o Bring to the attention of the Berkshire Hathaway (Property Management) Agent, any prior damage to fixtures, furnishings, etc. before your event.

I have read the above policies and understand that failure to comply may result in the forfeit of my deposit.

Property Owner Signature: _____ **Date:** _____

King Oaks
RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

This Release of Liability and Assumption of Risk Agreement is hereby entered into as of the date shown below by and between the following Parties:

PARTY: Name: _____
 Address: _____
 Email: _____
 Phone: _____

OWNER: King Oaks Property Owners Association, Inc.
 c/o Berkshire Hathaway HomeServices Caliber Realty
 700 University Drive East Suite 108
 College Station, Texas 77840

WHEREAS, the Owner has agreed to allow Party, listed above, to utilize the _____
_____ at King Oaks for an event, gathering or social meeting. Such event,
gathering or social meeting is not sanctioned and is not in any way associated with the Property Owners
Association of King Oaks, Inc., Berkshire Hathaway, or any associated entities.

WHEREAS, Party and its guests will utilize _____ and assume all risk
and liability associated with the event, gathering or social meeting.

NOW THEREFORE, in consideration of this Release of Liability and Assumption of Risk Agreement (the
"Agreement") as well as the mutual promises and conditions set forth herein the Parties agree as follows:

- 1.** Owner hereby grants to Party and its guests permission to enter and utilize the rented facilities at King Oaks for the purpose of hosting an event, gathering or social meeting and no other reason.
- 2. LIABILITY RELEASE.** Party, its heirs, guests, representatives and assigns, agree to hold harmless, release and discharge Berkshire Hathaway HomeServices Caliber Realty, its parent company, affiliates, owners, agents, employees, officers, directors, representatives, and others acting on their behalf and the Property Owners Association of King Oaks, Inc. and its affiliates, owners, agents, employees, officers, directors, representatives, and others acting on their behalf (collectively known as "Releasers"), of and from all claims, demands, causes of action, costs, injuries, personal injuries including death, all costs and expenses including attorney fees, and legal liability, whether the same be known or unknown, anticipated or unanticipated, arising from the use of the facilities at King Oaks, including any actions due to any Release's own negligence. This release shall not cover Releaser's willful and wanton misconduct.
- 3. ASSUMPTION OF RISK.** Party shall assume all responsibility for all risks involved in or arising from the use of the facilities at King Oaks. This includes the assumption of latent and patent defects in the building. Any and all injuries, damages or damage to the building shall be the full responsibility of the Party and its guests.

MISCELLANEOUS. This Agreement is binding upon the Parties, their heirs, assigns and representatives, and it will be governed by and interpreted in accordance with the laws of the State of Texas. If any part of this Agreement is in conflict with any applicable law, then that single part is null and void, and the rest of this Agreement will be unaffected.

MUTUAL REPRESENTATIONS AND WARRANTIES. Each entity represents and warrants to the other entity that: (a) such entity has the full corporate right, power and authority to enter into this Agreement; (b) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is a party or by which it is otherwise bound; (c) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (d) such Party acknowledges that the other Party makes no representations, warranties or agreements related to the subject matter hereof which are not expressly provided for in this Agreement.

FINAL AGREEMENT. This Agreement contains the full agreement between the parties and this Agreement supersedes and takes the place of all previous and contemporaneous agreements between the parties, whether such agreements are written or oral, regarding the subject matter of this Agreement. This Agreement cannot be amended, cancelled, assigned or modified except by the written agreement of parties.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED on the _____ day of _____, 20____.

PARTY:

Signature _____

Printed _____

Signature _____

Printed _____