



WINDSONG
RANCH

PRIVATE EVENT

Facility Rental

INFORMATION & CONTRACT DETAILS



FACILITY RENTAL CONTRACT

Certain facilities of Windsong Ranch Community Association, Inc. ("WRCA") can be reserved/rented by residents at a cost determined by the Board of Directors. Private use of Association facilities without prior notice and approval is prohibited. Rentals/reservations must comply with the Facility Rental Policy, and this Facility Rental Contract (the "Contract") and deposit must be submitted and approved by the Lifestyle Director prior to the event occurring.

Please review each of the following rules pertaining to rentals of the facility. Initial after each page to acknowledge your understanding and agreement.

Definitions: "Resident" or "Residents" shall mean and refer to owners, tenants and residents of the Windsong Ranch community. "Facilities" shall mean and refer to the Bridge and the Lagoon. "Rented Facility" shall refer to that portion of the Facilities reserved by Resident pursuant to this Contract.

Association & Board of Directors Use: Official meetings, activities, and events of the Association, Board of Directors, and Declarant take precedence over all other requests to use the Facilities; however, the Association will accommodate requests as best as possible.

Eligibility: Only Residents of WRCA may reserve the Facilities. The Resident listed on the Contract must be present at all times. The reservation of the Facilities may be restricted at the discretion of the Board of Directors for delinquent assessments, violation of WRCA rules, or deliberate abuse of recreational facilities. At the time of this Contract, and the time of the reserved event, the Resident must be in good standing with WRCA, and current on all assessments, and other amounts owed. WRCA reserves the right to refuse, halt and/or cancel, at any time and without refund of any costs, deposits or fees, for any event that is found to be in violation of this requirement.

Availability: Rental reservations are on a first come, first serve basis. Rentals of THE BRIDGE may be requested no earlier than 3 months and no later than 14 days prior to the event date. Rentals of THE LAGOON may be requested no earlier than 6 months and no later than 14 days prior to the event date. All applicable rental fees must be paid in full no later than 3 days prior to the event. WRCA has sole discretion to limit number of rentals in any given time period.

Rental Time: Rental time includes the hours before, during, and after the Resident's planned event, all as specified in the contract (the "Term"). The Term begins from the point when Resident enters the building to begin set up until the time the final individual departs after clean-up. If an event exceeds the Term agreed to in the contract, any hour or portion thereof is considered additional time, and will be charged accordingly, with such amounts deducted from the Resident's deposit.

Facility Use: The Resident is contracting for the use of certain areas specified in this Contract, for the Term specified in the Contract. This does not include adjoining spaces unless otherwise stated in the Contract. The remainder of the Facilities remains open for the use and enjoyment of other residents of the Windsong Ranch community and their guests.

No Commercial Use: Use of the Facilities are for private, personal events only. The Facilities may not be used to conduct for-profit business of any individual or commercial enterprise and money may not be exchanged for goods received without prior approval of WRCA.

On-Site Staff: Resident understands that WRCA staff are not guaranteed to be on site during the Term and will not be available to assist in storing of event supplies prior to or after event, receiving deliveries, setting up and/or breaking down, assisting with decorating or technology, or cleaning up after the event. All vendors who are hired by the Resident must be met by the Resident on site during the Term.

Furnishings: The rental of the Facility includes use of tables and chairs as specified in the “*What’s Included*” section of this Contract. The Resident is responsible for moving tables/ chairs to their desired locations for the event during the Term, and for returning them to the original location at the end of the Term. No furniture will be removed from the premises or stored in a different location.

Decorating: Resident may decorate Facility at their expense. Decorations may not be attached to the doors, windows, ceilings or light fixtures. If attaching to walls, ONLY sticky tack, 3M Command Strips, or similar product that will not damage walls and ceilings are allowed. **ABSOLUTELY NO** nails, staples, tape, duct tape, tacks or other damaging items may be used. Open flames, including but not limited to open flame candles, tiki torches, and pyrotechnics, are prohibited. Candles enclosed in a glass votive that is higher than the wick and birthday candles are permitted.

Furniture may not be removed from under the pavilion at the Lagoon. When moving tables and chairs, Resident agrees to pick up the furniture and not drag it across the floor. Beach chairs and umbrellas may not be moved without prior approval from WRCA. If renting additional furniture to be brought into the Facility, WRCA must be provided a list of these items from the rental company in advance of the event.

WRCA reserves the right to limit or prohibit decorations or props that could cause damage. Resident agrees that any damage caused by prohibited items will result in a deduction of cost from the Resident’s security deposit.

Insurance: All vendors who perform work onsite, including deliveries, must provide proof of insurance. Please verify your vendor has insurance coverages listed below and provide the certificate to WRCA not less than seven (7) days prior to the start of the Term. Single day event insurance is acceptable and can be requested from your vendor for the specific date.

Commercial General Liability (CGL)

- \$1,000,000 Occurrence
- \$1,000,000 Personal Injury
- \$1,000,000 Products/Operation
- \$1,000,000 General Aggregate

Please note WRCA must be listed as **Additional Insured**. Provide your vendor the following details for the COI: *Windsong Ranch Community Association, Inc., 1001 Windsong Pkwy. Prosper, TX 78578*

Permits: Resident is responsible for submitting and paying for any Special Event Permits required by the Town of Prosper. [View Prosper Special Event Permit](https://www.prosper.tx.gov/wp-content/uploads/SpecialEventPacket-rev.-0321.pdf) (a copy is available by request from Lifestyle Director) <https://www.prosper.tx.gov/wp-content/uploads/SpecialEventPacket-rev.-0321.pdf>

Deliveries: If additional entertainment, décor, equipment, etc. are to be delivered to the site, the Resident must arrange for delivery of these items during the Term ONLY. Resident must supervise delivery and their subsequent pick-up. Deliveries/pickups must take place during the Term. WRCA accepts no responsibility for delivery/pickup and does not have space to store items prior to or following the Term. WRCA is not responsible for any damage or loss of additional furnishings while on premises.

Food and Beverage: Residents may choose to provide food for their own event or select a licensed caterer or food truck to do so. If Resident chooses to utilize a caterer, it is the Resident’s responsibility to inform them that WRCA provides no additional supplies or equipment and does not have an area for storage. Electric cooking/heating equipment and Sternos are acceptable. No butane/propane may be used. It is the responsibility of the Resident to ensure that all fire codes and like laws or ordinances are complied with during their private event and Resident acknowledges and agrees that WRCA bears no liability regarding same.

Alcoholic Beverages: Alcohol may be served during a Resident’s private event. Alcohol may not be sold at any time. Resident will be solely responsible for compliance with all alcoholic beverage laws of the State of Texas & TABC. WRCA assumes no responsibility for the consumption of alcohol at Resident’s event. Resident acknowledges that WRCA does not hold or maintain any permit or license with respect to alcoholic beverages.

Resident is solely responsible for ensuring that (i) no alcoholic beverages will be served to those under the age of 21 or intoxicated persons; and (ii) no alcoholic beverages will be consumed outside of the Facility. If any persons under the age

of 21, whether invited or not, brings alcoholic beverages into the Facility, Resident will take action to have the beverages removed from the Facility

Resident agrees to arrange alternative transportation for any attendee who is unable to safely and responsibly depart from the event due to intoxication. Resident agrees that Resident is solely responsible for any claim or liability that arises as a result of alcoholic beverages at the Resident's event. No glass containers are allowed in pool and/or Lagoon areas.

Music/Entertainment: Resident may arrange for entertainment at the Resident's sole cost and expense; however, the Resident is responsible for ensuring their vendor has sufficient power for the equipment utilized. Please refer to the Facility Specs Guidelines document prior to booking or speak with Lifestyle Director to verify what the entertainment vendor's needs are. Please note, the Town of Prosper Noise Ordinance restricts disturbing noise after 7pm, or prior to 7am. [View Noise Ordinance here](#). Resident agrees that Resident is solely responsible for any claim or liability that arises as a result of any alleged noise disturbance involving Resident's event during the Term.

Clean-up: Resident is required to return the Facility back to the original condition in which it was received immediately following the conclusion of the Term. Before leaving the premises, Resident shall remove all garbage, litter, left-over food, decorations or other materials brought into the Facility. All garbage shall be deposited inside the commercial dumpster located on the East end of the parking lot. Clean-up must be completed within the Term. ***Failure to do so will result in loss of deposit.***

Utilities: Resident acknowledges that WRCA cannot guarantee an uninterrupted supply of electricity, water, heat, air conditioning or other utilities, and agrees to hold WRCA harmless from any claim of damage arising from loss of a utility. WRCA will be diligent in restoring any interrupted utility where it is within its power to do so.

Damage to Facility: Resident agrees to pay the cost of repair and restoration for any damage to the Facility or Facility amenities that occur in connection with or as a result of Resident's rental of the Facility. WRCA shall, in its sole discretion and authority, determine the appropriate level of repair and/or restoration necessary and will deduct such cost from security deposit. In the event the cost of repair or restoration exceeds the amount of Resident's security deposit, WRCA reserves the right to seek recovery of the additional amounts from Resident and/or Resident's Lot, to include the right to impose the cost as a fine and/or damage charges as an assessment against Resident's Lot and/or file a lawsuit against Resident. By way of extension and not limitation, WRCA is entitled to exercise all remedies available to it under the restrictive covenants for collection of an assessment.

Applicable Law: Resident agrees to abide by all applicable federal, state and local laws including, but not limited to, emergency exit accessibility and room capacity limits. This Contract shall be interpreted in accordance with the laws of the State of Texas.

ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION OF WRCA AND AGENTS:

FULLY UNDERSTANDING, APPRECIATING, AND ASSUMING ALL RISKS ASSOCIATED WITH THE USE OF THE FACILITY BY RESIDENT, AND IN CONSIDERATION OF THE OPPORTUNITY TO USE THE FACILITY, TOGETHER WITH OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, RESIDENT, ON BEHALF OF RESIDENT, RESIDENT'S FAMILY, EMPLOYEES, AGENTS, REPRESENTATIVES, GUESTS, AND INVITEES (THE "ASSUMING/RELEASING/INDEMNIFYING PARTIES") HEREBY ACKNOWLEDGE THAT THE USE OF THE FACILITY IS A POTENTIALLY HAZARDOUS ACTIVITY. THE ASSUMING/RELEASING/INDEMNIFYING PARTIES UNDERSTAND THAT THE USE OF THE FACILITY MAY RESULT IN THE CONTRACTING, OR SPREADING TO OTHERS, OF COVID-19. THE ASSUMING/RELEASING/INDEMNIFYING PARTIES UNDERSTAND THAT COVID-19 CAN CAUSE A NUMBER OF POTENTIAL INJURIES AND DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, INFECTIOUS DISEASE, VIRUSES, BACTERIA, MICROORGANISMS, PERSONAL INJURY, EMOTIONAL DISTRESS, MENTAL ANGUISH, PAIN AND SUFFERING, LOSS OF CONSORTIUM. FURTHER, THE ASSUMING/RELEASING/INDEMNIFYING PARTIES HEREBY ACKNOWLEDGE THAT THERE ARE RISKS ASSOCIATED WITH THE USE OF THE FACILITY INCLUDING BUT NOT LIMITED TO DEATH OR INJURY (INCLUDING EMOTIONAL INJURY, DISTRESS, MENTAL ANGUISH, PAIN AND SUFFERING, LOSS OF CONSORTIUM). THE ASSUMING/RELEASING/INDEMNIFYING PARTIES HEREBY ASSUME FULL AND COMPLETE RESPONSIBILITY AND LIABILITY FOR USE OF THE FACILITY AND ALL INJURY, ILLNESS, DISEASE, OR DAMAGE THAT MAY RESULT THEREFROM THAT IS ASSERTED TO ARISE FROM OR BE RELATED TO THE USE OF THE FACILITY (THE "INJURIES").

THE ASSUMING/RELEASING/INDEMNIFYING PARTIES FOREVER RELEASE AND HOLD HARMLESS WRCA AND ITS DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, AGENTS [INCLUDING BUT NOT LIMITED TO CCMC AND ITS EMPLOYEES], ATTORNEYS, INSURERS, CONTRACTORS (INCLUDING BUT NOT LIMITED TO ANY ENTITY OR PERSONS PROVIDING ANY SERVICE RELATED TO THE FACILITY), AND ANY AND ALL OTHER PERSONS AND ENTITIES ACTING ON BEHALF OF AND ASSOCIATED THEREWITH (THE "RELEASED PARTIES"), OF AND FROM ANY AND ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, EXPENSES (INCLUDING ATTORNEY'S FEES), COSTS AND CAUSES OF ACTION ALLEGEDLY ARISING FROM OR RELATED TO THE INJURIES, WHETHER ARISING FROM OR RELATED TO BREACH OF CONTRACT, TORT, STATUTE OR OTHERWISE, WHETHER OR NOT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, AND/OR WILLFUL, WANTON OR INTENTIONAL ACTS OR OMISSIONS OF THE RELEASED PARTIES.

THE ASSUMING/RELEASING/INDEMNIFYING PARTIES SHALL SAVE, INDEMNIFY, DEFEND AND HOLD HARMLESS WRCA AND ITS DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, AGENTS [INCLUDING BUT NOT LIMITED TO CCMC AND ITS EMPLOYEES], ATTORNEYS, INSURERS, CONTRACTORS (INCLUDING BUT NOT LIMITED TO ANY ENTITY OR PERSONS PROVIDING ANY SERVICE RELATED TO THE FACILITY), AND ANY AND ALL OTHER PERSONS AND ENTITIES ACTING ON BEHALF OF AND ASSOCIATED THEREWITH (COLLECTIVELY THE "INDEMNIFIED PARTIES") OF, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, EXPENSES (INCLUDING ATTORNEY'S FEES), COSTS AND CAUSES OF ACTION ARISING FROM OR RELATED TO THE INJURIES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, AND/OR WILLFUL, WANTON OR INTENTIONAL ACTS OR OMISSIONS OF THE INDEMNIFIED PARTIES.

Attorney's Fees: In the event that any action is brought by any party to enforce its rights hereunder, the prevailing party in such action shall be entitled to recover from the non-prevailing party its attorney's fees and court costs, as determined by a Court and not the jury.

Payments: At the time this Contract is signed, Resident must tender the Rental Fee to WRCA. Resident must tender the Security Deposit to WRCA at least 3 days prior to the start of the Term and will be returned no later than 30 days after the end of the Term, given all terms outlined in the Contract are met.

THIS CONTRACT IS BINDING ON RESIDENT, ITS GUESTS, INVITEES AND ALL OTHER INDIVIDUALS WHO PARTICIPATE IN THE USE OF THE FACILITIES/RENTED FACILITIES UNDER THIS CONTRACT. IT IS RESIDENT'S OBLIGATION TO MAKE A COPY OF THIS CONTRACT AVAILABLE TO ALL INDIVIDUALS WHO USE THE FACILITIES/RENTED FACILITIES UNDER RESIDENT'S RESERVATION. THE PARTIES INTEND FOR THIS CONTRACT TO BE BINDING ON NON-SIGNATORIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

ANY LEGAL ACTION ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER BROUGHT IN TORT, BREACH OF CONTRACT AND/OR A STATUTORY CLAIM, OR OTHERWISE, SHALL BE DETERMINED BY A JUDGE AND NOT A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY. THIS WAIVER IS A MATERIAL INDUCEMENT FOR WRCA TO PERMIT USE OF THE FACILITIES/RENTED FACILITIES PURSUANT TO THIS CONTRACT.

I agree to all terms and conditions outlined above,

Name: _____

Signature: _____

Date: _____

Windsong Address: _____



THE LAGOON PRIVATE RENTAL POLICIES

The Lagoon will be available for private rentals on Mondays only, on a first come, first serve basis. Reservations may be made up to 6 months in advance by contacting the Lifestyle Director.

Only Residents may rent the Lagoon and must be in good standing with WRCA. WRCA reserves the right to revoke privileges and cancel rental at any time due to non-compliance with WRCA policies.

AQUATICS

- **There will be no access to the water in any capacity.** No swimming, kayaks, paddle boarding etc. allowed
- Aquatics maintenance personnel will be at the Lagoon for standard weekly cleaning and maintenance procedures between 6am – 4pm
- Resident understands that a boat, cart, pool vacuum, and/or pump may be visible and running between 6am-4pm
- If Resident's guest enters the water, throws objects into the water, or has any other contact with the water, the following steps will be taken;
 - 1st Offense – Individual requested to leave the Facility
 - 2nd Offense – Entire party will be required to end, rental fee and security deposit will be forfeited

STAFF

Please note, CCMC staff (Lifestyle Director, Maintenance, etc.) will not be available after regular work hours (8:30 AM – 5:30 PM) except in the case of emergency

As part of your rental, WRCA will schedule the following staff to be on site during your event:

Rented Facility Management Staff

- Bearfoot Monitors will be your on-site contact during the Term and will serve as liaison to WRCA
- Bearfoot Monitors will prepare the Facility prior to the start of the Term, provide access to gates, dumpsters, restrooms, and will monitor the Facility during the Term to ensure compliance with WRCA policies and the terms of this Contract
- Bearfoot Monitors have full authority to determine when to close the Facility or shut down the event due to non-compliance with WRCA policies and the terms of this Contract
- Bearfoot Monitors are not able to help with set up or break down tasks and will not be responsible to meet Resident's vendors for deliveries. Resident must be on site to receive these deliveries
- Bearfoot Monitors will not be able to check in guests or monitor a guest list; Resident is responsible for this task. All guests will be allowed in to the Facility at Resident's discretion. Resident may hire security to check in guests or monitor a guest list

Porter

- Premier Porter Service will be on site during the Term to remove trash from Lagoon trash cans and ensure restrooms are clean and stocked during the event. Resident is responsible for clean up at the end of the Term

Patrol Service

- A uniformed Prosper P.D. officer will be required to be on site for any event where alcohol is to be consumed

TIME FRAME

- The Lagoon is only available for rentals on Mondays
- WRCA will only book 1 rental per day
- Rental provides the Resident with access to the Facility from 10 AM – 10 PM
- Resident may arrive no earlier than 10 AM and must have all guests, vendors, trash and equipment out of the gates completely by 10 PM
- Event time details must be included, and updated if changed, on the rental contract to ensure proper staff coverage. If the time changes and WRCA is not notified, we cannot guarantee the Facility will be available

EVENT PERMITS

- All events must comply with the Town of Prosper event permit policy. [Download permit application here.](#)
- Applications (when necessary) should be submitted to permits@prospertx.gov
- Resident is responsible for any associated event permit fees

INCLEMENT WEATHER

In the event of inclement weather, the following will apply:

- If inclement weather is forecasted in advance, the event may be rescheduled at request of the Resident up to 2 days (48 hours) prior to the event without penalty. The reschedule date will be subject to availability
- Facility will remain open during rain events

Lighting

- If lighting strikes are within 10 miles of the Facility, all guests will be required to evacuate until lighting has not been detected in this radius for 30 minutes

Tornados

- If there is a tornado WATCH, the pool management staff will make an announcement to Resident's guest that a watch has been issued. This alert is to allow guests to decide on their course of action
- If there is a tornado WARNING, the pool management staff will evacuate the pool and Facility immediately. If the threat of a tornado is imminent, guests and all other individuals at the Facility will be directed into the poolside restrooms

OTHER

- No pets allowed in Facility
- No smoking, vaping, or other tobacco products allowed in Facility
- No glass allowed in Facility
- No grills or other cooking devices may be brought in to the Facility. Existing grills may be used for Resident's event.
- No storage available in the Bearfoot guard office, refrigerator, or closets
- Furniture may not be removed from under the pavilion

I agree to all terms and conditions outlined above,

Name: _____

Signature: _____

Date: _____

Windsong Address: _____

WHAT'S INCLUDED

THE LAGOON: Includes (18) round tables with (4) chairs each, (80) beach lounge chairs, (40) umbrellas, and (3) 8-foot folding tables. No linen is provided for any of the tables. Resident may bring in additional furniture, dancefloor, staging, etc. if desired.

THE BRIDGE: This section will be updated when the Bridge Facility opens and begins accepting reservations.

Please note: If use of the kitchen is requested for rentals, prior arrangements must be made with the Lifestyle Director, and must be included in the Contract.

WRCA does **NOT** provide any table linens, napkins, china, flatware, serving utensils or trays, centerpieces, décor items, laptops, power strips, microphones, extension cords, screens, projectors, or other supplies.

POWER OUTLETS / ACCESSABILITY

THE LAGOON

- Pavilion - (2) 20 amp circuits (north and south pillars)
- Parking lot - (2) 30 amp dedicated circuits
- Need at least a 100' (10) gauge extension cord
- Entry Gate - 48" wide
- Pavilion Size- 70' long x 20' wide (inside columns)

RENTAL AREAS, CAPACITY & COST

Rental Area	Seated Capacity (With Existing Tables / Chairs)	Standing Capacity	Rental Fee	Security Deposit
THE LAGOON	72	500	\$3,000	\$1,000
THE BRIDGE	TBD	TBD	TBD	TBD
THE BRIDGE KITCHEN	n/a	n/a	n/a	TBD

CANCELLATION POLICY

Cancellations must be submitted in writing. Residents providing notice of cancellation 14 days or more prior to the start of the Term will receive a 100% refund of Resident's Rental Fee. Residents providing notice of cancellation between 2 and 13 days of the start of the Term will receive a 50% refund of Resident's Rental Fee. There will be no refund if the rental is cancelled 24 hours or less before the start of the Term.

WRCA reserves the right to terminate this Contract without prior notice and without refund of deposit if, in its opinion, Resident is in breach of any term or condition of this Contract.

WRCA shall not be liable to Resident for any damages resulting from any cancellation of any event scheduled.

FACILITY RENTAL CONTRACT

Resident Name: _____ Address: _____

Phone: _____ Email: _____

Additional Contact: _____ Phone: _____

EVENT DETAILS

Date of Rental: (Monday Only for LAGOON)	Type of Event:
Rental Start Time:	Rental End Time:
Event Start Time:	Event End Time:
Area(s) Rented:	# of Guests Expected:
Food to be served? Yes No	Name of Caterer:
Alcohol to be served? Yes No	Name of Bartending Company:
Kitchen to Be Used / Additional Notes:	

Rental Fee (Due upon signing Contract) \$ _____

Security Deposit (Due 3 days prior to event) \$ _____

Personal Check, Money Order, or Credit Card are accepted forms of payment. No cash will be accepted.

Check # _____ (rental fee) Credit Card Number _____

_____ (security deposit) Name on Card _____

Exp. _____ CVV _____

Resident's Signature _____ Date _____

WRCA Representative _____ Date _____

SECURITY DEPOSIT AGREEMENT



A security deposit of \$_____ must be tendered to WRCA no later than 3 days prior to the start of the Term. This deposit shall be returned in full after the conclusion of the Term, provided that the premises are left cleaned, in the original condition, all trash is taken out to the dumpster, and no additional charges are incurred.

The Security Deposit may be used in whole or in part to compensate for repair of any damages, or janitorial services for excessive clean up needs. If the Security Deposit amount is not sufficient to correct any damage, Resident understands that Resident shall be liable for any additional amounts needed to return the Facility to its original condition. Resident further agrees to accept full responsibility for any damage or theft and agree to pay WRCA for any replacement costs.

Resident agrees to be in attendance at the Facility throughout the entire length of the rental Term and understands that if Resident leaves during the Term, this Contract will become null and void, the Term will end, and the security deposit will be forfeited.

Resident's Signature

Date

WRCA Representative Signature

Date

Method of Payment _____

All checks should be made payable to: Windsong Ranch Community Association, Inc.

FOR STAFF USE:

Security Deposit Returned? Yes _____ No _____ **Date Security Deposit Returned:** _____

If not returned, explain why: