

**Section 1 - Use of Facilities**

All facilities are provided for the use of Military residents and their families of Balfour Beatty Communities. The Lessee is responsible for compliance with all Army regulations. If any event violates any Army regulations, we are not liable and the rental agreement is null and void. Use of the facilities is limited to resident use and each event must have a minimum of 25% Military residents in attendance. The resident reserving the facility must be in attendance of the reserved function for its entirety. If the Lessee is not present at the event, they are found in violation of this Agreement and the event will be shut down immediately. The use of the facilities is not intended for corporate, clubs or organizational events. Exceptions can be requested by filling out an Exception to Policy (ETP) form. Balfour Beatty Communities reserves the right to deny the use of any facility for any reason. Reservations are not available for the splash park, pool, cardio room, weight room, mini golf, or children's playroom. Facilities may be rented between the hours of 8:30am and 10:00pm (sleepovers are strictly prohibited and facility must be vacated by 10:00pm) and keys must be returned by 9:00 the morning after the event. If this is a weekend rental, you understand that you must vacate the facility at the specified time so that we can release the facility to another resident. [Redacted] Initials

**Section 2 - Reservations**

A resident on the lease must be over 18 years of age to reserve any facility. Initial reservation arrangements may be made by phone or in person at the appropriate management office listed on page two of this document. All reservations must be booked at least two (2) weeks (14 days) in advance of the reservation date in order to ensure approval by all necessary parties. Your reservation is considered tentative until all paperwork has been completed and the deposit check turned in. Tentative reservations will be held for 48 business hours. After 48 business hours, the tentative reservation will be cancelled. No more than two reservations can be booked at any given time by one resident or family. [Redacted] Initials

**Section 3 - Pricing, Deposits, and Fees**

All facility rentals are free for military residents' use. However, a \$250.00 refundable deposit is required for all reservations. Requests for a waiver of the deposit must be approved by the Community Manager on an ETP form. Checks should be made payable to "Balfour Beatty Communities" and will be held until the event is complete and an inspection has been passed by a staff member. Upon clearing, the deposit check will be returned if no damages are found or facility cleaning is required.

Fees due to damage or cleaning requirements found upon final inspection for reservations placed by a Lessee will be deducted from the deposit. If the fees due to damages exceed \$250.00, the difference will be placed on their Lessee's Resident Ledger for payment. Failure to pay these charges could result in revocation of the privilege to use the facility. [Redacted] Initials

**Section 4 - Food and Beverages**

Alcohol consumption by any underage individual is strictly prohibited in the facility. The person who booked the facility assumes full responsibility for all actions and activities of all individuals present at the facility during the event. [Redacted] Initials

**Section 5 - Use of Facilities for Profit, Fundraising, Games of Chance, and Gambling**

Facilities that are reserved by residents for profit activities will require the \$50.00 per hour usage fee with an approved ETP.

Illegal gambling is prohibited at all of the facilities. Non-profit and approved installation organizations holding events involving raffles, some games of chance, and sporting events are permitted to host these events in the facilities provided that the activities are legal and in accordance with all applicable Federal and State laws and regulations.

Any reservations that include (but limited to) exercise classes or teaching will need proper documentation and certifications. ETP must be completed with approval and insurance documentation must be submitted. If profits or fundraising are being made, hourly charge of \$50 and in addition any applicable deposits. [Redacted] Initials

**Section 6 - Furniture, Displays, Decorations, and Requests**

Furniture in each facility room is solely for the use of the facilities room it is in and is not to be moved to another facility room unless authorized in advance by filling out an ETP; if approved all furniture and décor moved must be placed back to its original room before turning in keys. Flammables will be contained, and kept a minimum of ten (10) feet away from the facility. No pets are allowed within the facilities. **Tacks, pushpins, staples, glue, and nails** may not be used on any walls in any room. All candle flames must be contained in a votive holder or hurricane type of container. Smoking is not permitted inside any facility. [Redacted] Initials

**Section 7 - Liability and Damage**

Balfour Beatty Communities reserves the right to inspect and control all functions. Balfour Beatty Communities shall not be liable for any damage to or loss of, equipment, merchandise, or articles left in facilities prior to, during, or following the function. The Lessee is responsible for any loss or damage to the building, equipment, or fixtures belonging to facility. Damages will be billed to the Lessee at replacement cost plus labor. [Redacted] Initials

**Section 8 - Cancellation and Refunds**

Cancellations for confirmed bookings are not effective until received in writing. Facsimile and email are acceptable. Lessee will not be held responsible for fees or deposits if they cancel a reservation. [Redacted] Initials

**Section 9 - Exception to Policy (ETP)**

ETP must be submitted no later than three (3) business days before an event and include all required documentation for consideration.

**FACILITY INFORMATION AND DEPOSITS/FEEES FOR NON-RESIDENTS**

Tours and reservations can be made by contacting the management office responsible for the facility as listed below during business hours. **All fees and deposits listed apply to reservations made by non-residents only.** Initials

Facility	Deposit	Maximum Capacity	# of Chairs	# of Tables	Round	Rectangle	Microwave	Oven	Stovetop	Refrigerator	Plants	BBQ
Kelly Park Neighborhood Center 1991 Marshall Road Fort Bliss, TX 79906	\$250	75					1	1	1	1		
Kelly Park & Pavilions* 1986 Marshall Rd Ft Bliss TX 79906 915-543-1124	\$250											X
Paso del Norte Neighborhood Center 45380 Ellerthorpe Fort Bliss, TX 79904	\$250	40	28	5		8FT	1	1	1	1		
Beaumont Neighborhood Center 7399 Sternberg Fort Bliss, TX 79930 915-496-2480	\$250	40	40	6		8Ft	1	1	1	1		
Rio Bravo 13296 Wendover Fort Bliss, TX 79908 915-564-1240	\$250	40	52	9	0	9	1	1	1	1	2	0

**FACILITIES RESERVATION REQUEST FORM**

A full inspection of the facility will occur on the day of the reservation and after Lessee has returned the keys to the office. Keys will not be distributed without a complete facility inspection. Any incurred damages and/or cleaning fees resulting from use of facility by Lessee will be deducted from the deposit or placed on the resident ledger. The Lessee can call our maintenance work order line at 915-564-0459 for assistance during use of the facility.

**Key: NA = Not Applicable ND = No Damage NR = Needs Repair NC = Needs Cleaning D = Damage SN = See Notes**

Equipment/Item	Pre Insp.	Post Insp.	Cost	Notes
Cabinets			\$	
Carpets			\$	
Ceiling Tiles			\$	
Decorative Plants			\$	
Dishwasher			\$	
Drapes			\$	
Exterior Grounds			\$	
Garbage			\$	
Garbage Disposal			\$	
Headphones/Packs			\$	
Lights			\$	
Media Control Panels			\$	
Media Equipment			\$	
Media Plugs			\$	
Microphones			\$	
Microwave			\$	
Oven/Range			\$	
Refrigerator			\$	
Restrooms			\$	
Tables and Chairs (Count)			\$	
Walls			\$	
Windows			\$	
Fireplace			\$	
Facility Clean			\$	
<b>Resident Initials</b>			<b>Total Cost: \$</b>	
<b>Staff Initials</b>				

**PRE-INSPECTION**

Check #: \_\_\_\_\_ Deposit Amount: \$ \_\_\_\_\_ Total Fee(s): \$ \_\_\_\_\_ Key

Number(s): \_\_\_\_\_

Pre-Inspection Date: \_\_\_\_\_ Pre-Inspection Date: \_\_\_\_\_

Resident Name (print): \_\_\_\_\_ Staff Name (print): \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**POST-INSPECTION**

Post-Inspection Date: \_\_\_\_\_ Post-Inspection Date: \_\_\_\_\_

Resident Name (print): \_\_\_\_\_ Staff Name (print): \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Deposit check returned to Lessee:  Yes  No  N/A Lessee Initials: \_\_\_\_\_

Key Returned:  Yes  No Key Number(s): \_\_\_\_\_

Vacuum Returned:  Yes  No  N/A

Damages:  Yes  No Detail above along with charges

<p><b>Name or Organization:</b> _____</p> <p><b>Address:</b> _____</p> <p><b>Daytime Phone:</b> _____</p> <p><b>Alternate Phone:</b> _____</p> <p><b>Facility requested for use:</b></p> <p><input type="checkbox"/> Kelly Park Neighborhood Center</p> <p><input type="checkbox"/> Kelly Park-Pavilions*</p> <p><input type="checkbox"/> Paso del Norte Neighborhood Center</p> <p><input type="checkbox"/> Beaumont Neighborhood Center</p> <p><b>Will you be using the audio and/or video equipment?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>Checking out vacuum:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>Date facility needed:</b> _____</p> <p><b>Nature of event:</b> _____</p> <p><b>Expected number of guests:</b> _____</p> <p><b>Percentage of guests who are residents:</b> _____</p> <p style="font-size: 1.2em; font-style: italic;"><i>Have a great event!</i></p>	<p><b>A. Will alcohol be served at this event?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>B. Will this event generate any profit for you or an organization?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain _____</p> <p><i>(If yes, a \$50 per hour charge will apply)</i></p> <p><b>C. Will there be any gambling, games of chance, or raffles?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain _____</p> <p><b>D. Will at least 25% of the attendees be Balfour Beatty residents?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If no, please explain _____</p> <p><b>E. Are you a current resident of Balfour Beatty Communities?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p style="background-color: yellow;"><b>If YES is selected for Section A, B, or C, or NO is selected for Section D or E, said activities are strictly prohibited without prior approval. An ETP must be submitted requesting approval to have activity at event at least three (3) business days before the event date.</b></p> <p style="color: red;"><b>I am releasing my reserved room and canceling my reservation</b></p> <p>X _____ Signature Date</p>
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**AGREEMENT**

The Lessee assumes full responsibility for the condition of the area(s) described below at the termination of use, and agrees to abide by the following:

The Lessee assumes all responsibility for care of furnishings and for securing the building when leaving. The Lessee will be held liable for damages to the facility. While in possession of keys for a facility, the Lessee is responsible for all activities and actions of participants. The Lessee must provide any cleaning supplies needed, including but not limited to, trash bags, and cleaning agents. A vacuum is available for checkout with your reservation. The Lessee is responsible for returning the facility to its pre-event condition, prior to the post facility inspection scheduled or loss of deposit and/or charges. No debris or garbage is permitted on the landscaping or area surrounding the facility.

The Lessee/person executing this Agreement expressly represents that he/she is authorized on behalf of the said organization to execute this Agreement. Where the Lessee is an unincorporated association, partnership, social or private group, or other entity, this Agreement shall be binding on such legal entity.

Management and owner are held harmless against any and all liability incurred as a result of use of the above-described area(s). Management reserves the right to make any and all judgments regarding excessive noise and/or disturbances emitting from the area(s) described above during time of use.

**I assume full responsibility for the conduct of my guests and the condition of the facility rented at the termination of the event. I acknowledge receipt of Balfour Beatty Facilities Policy. I agree that I will be present during the entire event, and understand that if not present at the event, the event will be cancelled immediately. I agree that cleaning and damages may be charged to me at actual cost. I agree to hold owner and management harmless against any and all liability incurred as a result of my use of the facility. I acknowledge the right of management to make any and all judgments regarding excessive noise and/or disturbances emitting from rented facilities.**

\*Resident understands that no more than 90 vehicles can be parked on the lot and takes full responsibility for any violations to the policy(including penalties). Additional vehicles may be parked in the lot across from First Light Credit Union.

\_\_\_\_\_  
Lessee Name (print)                      Lessee Signature                      Date

\_\_\_\_\_  
Staff Name (print)                      Staff Signature                      Date