



# HOA MEMBER: EVENT RENTAL CONTRACT

30 Nature Pointe Drive • Tijeras, New Mexico • 87059  
Phone: (505) 286-4971

Date of Contract: \_\_\_\_\_ Type of Event: \_\_\_\_\_ Event Date: \_\_\_\_\_

Name of MEMBER(S): \_\_\_\_\_

Address of MEMBER(S): \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Anticipated Guest Count: \_\_\_\_\_

All events are considered tentative until the signed "Event Rental Contract" and Terms and Conditions are received and approved.

## Rental Fee Breakdown

Space Rented	Date	Rental Time	Notes	Number Units	Unit Cost	Total
					No Charge for HOA Members and first 25 Guests. (Children 6 and under are free)	\$0
Number of guests over the 25 person limit (does not include HOA members or children ages 6 and under)					\$6.00/guest	

## Optional Services

Venue Director Coordination Services (includes Initial Consultation/Rehearsal/Final Setting)		1			\$250.00 (Non-refundable)	
Venue Director – Event Supervision on Day of Event					\$35.00/hour	
Nature Pointe General Event Staff Service (minimum 6 hours/employee): Could include services listed below, table/chair set-up, limited food service, table bussing, clean-up, etc.					\$20.00/hour/employee	
China and Glassware: Includes all dinnerware, silverware, glassware needed at event						
Glassware Only: Includes all glassware needed at event						
Ceiling Drapery: Includes set up of 8 panels of white chiffon in Anasazi Hall on the day of the event (Requires 2 Staff Members)						
Crystal Columns: Up to 14 foot hanging crystal columns with lighting (Requires 2 Staff Members)						
Lawn Games: Includes set up and use of 8 lawn games (weather permitting)						
Up-lighting: Includes 16 individual lights around the reception and hallway						
Arch Décor: Decoration of arch with florist-provided flowers or silk flowers						
Clubhouse Décor: Decoration of the clubhouse interior, cake table, and head table with Nature Pointe's or member-provided décor						
Sound System: Includes sound system with PA and mic set						
Photo Booth: Includes use during the event and one free photo strip per guest						
Table Linens					\$15.00/Table	
Cleaning Service*					\$20.00/hour/employee	
Other:						
<b>Subtotal</b>						
New Mexico Gross Receipts Tax for Bernalillo County (6.4375%)						
<b>Estimated Total Rental Fee:</b>						

\*Member has the option to provide their own cleaning service rather than paying the cost of Nature Pointe's Cleaning Service. However, ALL areas used by attendees must be cleaned and restored to their original condition in order to avoid paying subsequent cleaning fees.

By signing below, the MEMBER agrees to the conditions of this "Nature Pointe HOA Member: Event Rental Contract" including all terms and conditions stated below and in the Nature Pointe HOA Member Event Policy.

MEMBER's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NP Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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## GOVERNING DOCUMENTS

Member's Initials \_\_\_\_\_

- A. **Member Event Policy:** The use of the NP Clubhouse for Member Events is governed by the "Nature Pointe HOA Member Event Policy" dated 9 July 2021 and unanimously adopted as official policy by the Nature Pointe Board of Directors at a public BOD meeting on 15 July 2021. A copy of the policy will be provided to the MEMBER at the time of contract signing and is hereby incorporated into this contract. The conduct of the Member Event must be in compliance with the provisions of that policy. Two items of particular importance are reinforced here:
  - a. Nature Pointe is a residential neighborhood and outdoor noise must be kept within the limits of the Bernalillo County Noise Ordinance at all times. (Paragraph 2.H. of the policy)
  - b. Event Host Members are required to ensure that all children under twelve (12) years of age have continuous and appropriate adult supervision at all times. This is especially critical around the swimming pool, hot tub, and pond because **NATURE POINTE DOES NOT PROVIDE AN ON-DUTY LIFEGUARD.** (Paragraph 3.C. of the policy)
  
- B. **Clubhouse Alcohol Policy:** The use of alcohol at Nature Pointe for Member Events is governed by the "Nature Pointe Policy for Alcoholic Beverage Service at Clubhouse Events", dated 8 July 2021 and unanimously adopted as official policy by the Nature Pointe Board of Directors at a public BOD meeting on 15 July 2021. A copy of that policy will be provided to the MEMBER at the time of contract signing and is hereby incorporated into this contract. All alcohol use and consumption must be in compliance with the provisions of that policy.
  - a. **IMPORTANT NOTE:** As stated in the policy, the MEMBER must purchase an Event Liability Insurance Policy if any alcohol is going to be served at the event. The insurance policy is to be in an amount not less than \$1,000,000 with language stating "Host Liquor Liability." The following shall be named as additional insureds on the policy: "Nature Pointe Homeowners Association, Inc., and its Board of Directors, management and staff at 30 Nature Pointe Drive, Tijeras, NM 87059". Such insurance policies can be obtained through multiple sources, including: [theeventhelper.com](http://theeventhelper.com); [eventinsurancenow.com](http://eventinsurancenow.com); [directeventinsurance.com](http://directeventinsurance.com); and [privateeventinsurance.com](http://privateeventinsurance.com). The requirement to purchase an insurance policy under this Paragraph shall not apply if the MEMBER has selected the option to engage a fully licensed beverage caterer and the insurance requirements described in the Clubhouse Alcohol Policy have been satisfied.

## PAYMENTS AND DEPOSITS

Member's Initials \_\_\_\_\_

- A. A deposit of 75% of the Estimated Total Rental Fee from page 1 of this contract is due 60 days in advance of the event.
  
- B. Per Paragraph 1. D. iv. of the Member Event Policy, a deposit in the amount of \$1,500 (earnest money) will be required for Member Events **scheduled more than ninety (90) days in advance for a Friday or Saturday between May 1<sup>st</sup> and October 31<sup>st</sup> in any year.** This deposit will be applied to cover the costs of the event with any unused portion to be refunded within fourteen (14) days after the event. In the event that the HOA



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Member Event is cancelled, the refund schedule defined in the Member Event Policy will apply to the deposit.

- C. Upon completion of the Member Event, the MEMBER agrees to email or present in person a copy of their guest sign in sheet within three (3) business days. The Nature Pointe Venue Director will then provide the MEMBER with the final balance, minus previous deposits, within five (5) business days of receiving the sign in sheet. This final balance will reflect the actual guest count and any staff hours for services/cleaning that were not included in the initial estimate. Final payment must then be received with five (5) business days.
- D. Nature Pointe accepts checks, money orders, and major credit cards. Please make checks and money orders payable to "Nature Pointe HOA" and have the Member's name and event date noted in the memo line. Payments should be mailed to Nature Pointe HOA at P.O. Box 45717 Rio Rancho, NM 87174 in sufficient time to allow for receipt by the due date. Please note that checks may take up to 3 weeks to be deposited.

Payments made via credit card will be charged a transaction fee of 2.75% if swiped, 3.75% if entered manually, or 2.9% if paid on line.

- E. A \$40.00 fee will be charged to the MEMBER for any check returned for any reason.

## USE OF FACILITY

Member's Initials \_\_\_\_\_

The facility is exclusively rented to the MEMBER, their invited guests, and contracted vendors for the time(s) and date(s) noted on the Event Rental Contract, except as defined and limited by the Member Event Policy.

## GENERAL INFORMATION

Member's Initials \_\_\_\_\_

In addition to general information set forth in the Member Event Policy, the MEMBER and guests must abide by the following additional rules:

- A. The use of fireworks, sparklers, and/or pyrotechnics inside and/or outside of the building is strictly prohibited.
- B. The Clubhouse parking lot, overflow parking, and on-street parking are available for the event. On-street parking must be in compliance with Bernalillo County parking regulations. Event guests may not block residential driveways, fire hydrants, or park in unimproved lots before, during, or after contracted event. Parking in areas other than above noted locations or blocking driveways may lead to the vehicles being towed.
- C. Candles are permitted inside building if placed in candle holders with County approval in accordance with County laws and regulations.
- D. Loose glitter, rice, birdseed, flower petals, silly string, and confetti are not permitted at any time, including a Bride and Groom send off at a wedding. Noise during any sendoff must be kept to a minimum.
- E. All non-rental items, decorations, and personal items must be removed from the premises at the conclusion of the event. Any exterior signs, balloons or other decorations put up by the MEMBER that are not taken down by the end of the day of the event will be taken down by Nature Pointe staff for a fee of \$150. Nature Pointe Management will attempt to contact the MEMBER to inform them of any items left at the conclusion of the event. However, any item(s) not removed will be disposed of 14 days following the event.



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- F. All third-party rental items must be removed from the facility by 12:00 PM the first business day following the event unless alternate arrangements are made in writing with Nature Pointe Management.

## PROHIBITED BEHAVIOR

Member's Initials \_\_\_\_\_

The MEMBER, all guests, service providers, third party vendors, and their staff must abide by all property policies, local ordinances, county, federal, and state laws. The MEMBER shall be responsible for informing all event guests of the policies set forth by the Nature Pointe HOA. Failure to adhere to any of the following restrictions will result in the immediate discontinued use of the Nature Pointe Clubhouse. At no such time will any of the following conduct or actions be permissible:

- A. Excessive loud music or noise. All County and Nature Pointe noise ordinances will be strictly enforced.
- B. Trespassing on any of the private property that surrounds the Clubhouse.
- C. Smoking except in designated areas and inside vehicles.
- D. Sale, service or consumption of alcohol to individuals appearing to be intoxicated or under the age of 21.
- E. Rowdiness, brawling or fighting.
- F. Use of illegal drugs, controlled substances or marijuana in the Nature Pointe Clubhouse or anywhere else on Nature Pointe property.
- G. Lewdness.
- H. Possession or brandishing of firearms or weapons.

## FACILITY DAMAGE

Member's Initials \_\_\_\_\_

- A. By initialing and signing this document the MEMBER agrees to give Nature Pointe a credit card on file to pay for any and all damages exceeding normal wear and tear to the Nature Pointe facility. The credit card will not be charged unless facility damage is detected during or after the event. The credit card authorization form for this purpose appears on page 7 of this contract.
- B. If the MEMBER fails to pay the outstanding damage balance within (60) days of the event a \$25.00 per day late fee will be added to the balance, and a lien may be filed against the MEMBER.



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## RESERVATION OF RIGHTS

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- A. Nature Pointe reserves the right to cancel agreements for non-payment, or for non-compliance with any of the rules and/or terms and conditions set forth in this Agreement and the Nature Pointe HOA Member Event Policy.
- B. Nature Pointe Clubhouse reserves the right to cancel or reschedule an event due to weather, hazards, facility maintenance, and/or special circumstances beyond their control. Fees paid will be refunded or transferred to the rescheduled date of the event.

## JURISDICTION

Member's Initials \_\_\_\_\_

The parties agree that this Agreement will be subject to and governed by the laws of the state of New Mexico. The parties consent to the exclusive jurisdiction of, and venue in the state and federal courts of Bernalillo County. The MEMBER agrees to pay all reasonable attorney's fees and expenses associated with collection of any unpaid bills, loss, and/or damages.



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## SPECIAL NOTES/CONSIDERATIONS:

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- A. Nature Pointe cannot control the construction of nearby home sites and neighbors in relation to the event. Nature Pointe will do all that they can to reduce the impact upon the event of said construction and neighbors.
- B. IN CONSIDERATION OF USING PORTIONS OF THE NATURE POINTE CLUBHOUSE AND/OR GROUNDS FOR THE PURPOSE HEREIN ABOVE DESCRIBED, THE MEMBER HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE NATURE POINTE HOMEOWNERS ASSOCIATION, INC., ITS BOARD OF DIRECTORS AND ITS OFFICERS, EMPLOYEES AND VOLUNTEERS (COLLECTIVELY, THE "RELEASEES"), AGAINST AND FROM ANY AND ALL CLAIMS OR DAMAGES OF ANY KIND (INCLUDING ATTORNEYS' FEES), RESULTING FROM THE NEGLIGENCE OR OTHER MISCONDUCT (INTENTIONAL OR OTHERWISE) OR VIOLATION OF THE TERMS OF THIS AGREEMENT OR THE CLUBHOUSE RULE BOOK BY THE MEMBER, MEMBERS OF THE MEMBER'S IMMEDIATE FAMILY RESIDING WITH THE MEMBER AND/OR THE MEMBER'S GUESTS, **PROVIDED** THAT IN THE CASE OF ANY SUCH MISCONDUCT OR VIOLATION BY THE MEMBER'S GUESTS AND NOT BY THE MEMBER, SUCH INDEMNITY AND HOLD HARMLESS SHALL BE LIMITED TO PROPERTY DAMAGE ONLY AND SHALL NOT EXCEED \$10,000 IN AMOUNT (PLUS ANY ATTORNEYS' FEES OR OTHER COSTS INCURRED IN THE COLLECTION OF SUCH AMOUNT) PER INCIDENT AND, **PROVIDED FURTHER**, THAT NOTHING HEREIN SHALL LIMIT THE RIGHTS OF THE RELEASEES TO PURSUE ANY AND ALL CLAIMS THEY MAY HAVE DIRECTLY AGAINST THE MEMBER'S GUESTS.

THE MEMBER, ON BEHALF OF HIM OR HERSELF AND EACH OF THE MEMBER'S GUESTS, ACKNOWLEDGES AND AGREES THAT (I) THE CLUBHOUSE AND ITS GROUNDS ARE RECREATIONAL FACILITIES IN WHICH VARIOUS ATHLETIC OR SPORT ACTIVITIES ARE CONDUCTED, (II) SUCH ACTIVITIES INVOLVE CERTAIN INHERENT RISKS TO THOSE PARTICIPATING IN THE ACTIVITIES AS WELL AS TO THOSE USING THE FACILITIES FOR OTHER PURPOSES, AND (III) ELIMINATING SUCH RISKS IS NOT PRACTICABLE AND ANY ATTEMPT TO DO SO WOULD MATERIALLY DIMINISH THE PURPOSE AND USEFULNESS OF THE FACILITIES. THEREFORE, EACH SUCH USER OF THE FACILITIES AGREES TO ASSUME THOSE RISKS AND HEREBY RELEASES THE RELEASEES FROM ANY AND ALL CLAIMS OF ANY KIND (INCLUDING CLAIMS BASED ON NEGLIGENCE) FOR PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE RESULTING FROM SUCH RISKS.

Member agrees to all of the above terms and conditions and to comply with all instructions of Nature Pointe Management and Staff during the event. Member is responsible for seeing that all guests, vendors and service providers and their staff understand and comply with all such terms and conditions and instructions. Failure by Member or any of the foregoing persons to comply with such terms and conditions and instructions can/will lead to immediate closure of the event without refund or compensation and/or fines imposed by the Nature Pointe Board of Directors.

MEMBER's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Nature Pointe Representative: \_\_\_\_\_ Date: \_\_\_\_\_



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## Credit Card Authorization Form

Please complete all fields. This card will be used as a credit card on file to pay for any and all damages exceeding normal wear and tear to the Nature Pointe facility.

Credit Card Information	
Card Type:	<input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> Other _____
Cardholder Name (as shown on card):	_____
Card Number:	_____
Expiration Date (mm/yy):	CVV: _____
Cardholder ZIP Code (from credit card billing address):	_____

I, \_\_\_\_\_, authorize Nature Pointe Weddings and Events to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.

Customer Signature:

Date:

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