



Dear Homeowner:

Pursuant to your request, enclosed is the Agreement for use of the Clubhouse, Express Disclaimer of Liability, Indemnification and Hold Harmless Agreement (“Use Agreement”) for rental of the Clubhouse owned by Waterview Estates Owners Association Inc. (“Association”). Please note that the Clubhouse is available for rent only to owners of property in the Waterview Estates subdivision, and such owners must be current on their assessments. Reservations are allowed to be made no more than three months in advance and no less than two weeks in advance. Your rental of the Clubhouse on a Friday, Saturday, Sunday or any holiday is limited to no more than four times in one year. Please read the Use Agreement carefully, sign it and return the following:

- 1) Signed Use Agreement;
- *2) \$75.00 Rental Fee by *Cashier's Check, Money Order, and or Personal Check*
- *3) \$300.00 Deposit by *Personal Check, Cashier's Check or Money Order.*
- *4) \$25.00 Processing Fee by *Personal Check or Cashier's Check or Money Order (Made payable to CastleCare Community Management.*

**Please note that the payments described in numbers 2 and 3 above MUST be in the form of two separate payments*

The Clubhouse is available for rent on a first-come-first-served basis. The space will not be “reserved” for anyone unless and until all of the items above are in the possession of CastleCare Community Management, LLC . Reservations will be assigned based on the order in which they are received; no application is considered “received” unless it includes all of the items described above. You may hand-deliver the application to the clubhouse. If you elect to mail the above required items, please be aware that your preferred date may not be available if someone hand delivers the required items before the day’s mail is processed. For faster processing of your mailed request, please mark the outside of your envelope, “Waterview Estates Clubhouse Rental.”

The clubhouse has a bar, refrigerator, and furniture that may be carefully moved across the floor. Please do not drag tables and chairs on the floor as any resulting damage will result in immediate surrender of the \$300.00 deposit.

Reservation of the clubhouse ***DOES NOT INCLUDE*** the pool, pool deck or any portion of the facility other than the interior of the clubhouse.

Please note that you are responsible for cleaning up the Clubhouse after your use. A Cleaning and Departure Checklist is attached for you. All clean up must be done the same day as the use, immediately thereafter. A maintenance check/inspection will be performed shortly after your activity. Our policy with your deposit check is to endorse the check back to you and return it assuming cleaning charges are not necessary and there is no damage to the Clubhouse, its contents, or Association property. If you cancel this agreement less than 48 hours prior to the beginning time in paragraph 2 of the Use Agreement, then the \$300.00 deposit shall be refunded, but the \$75.00 rental fee shall be forfeited.

Should you have any questions or concerns, please feel free to contact me directly at (832) 956-0909 or aprosser@castlecarecm.com

Thank you,

Angela Prosser
Agent for the Association
Waterview Estates Owners Association, Inc.



User (Must be WVE Member):		
Address of User:		
Home Phone:	Work Phone:	
Cell Phone:	Email Address:	
Usage Date:	Arrival Time	Departure Time:
Description of Event:	Number of Attendees:	



**AGREEMENT FOR USE OF
CLUBHOUSE
EXPRESS DISCLAIMER OF LIABILITY,
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

THIS Agreement for Use of Clubhouse, Express Disclaimer of Liability, Indemnification and Hold Harmless Agreement (the "Usage AGREEMENT") is made this ____ day of _____, 20____ between **Waterview Estates Owners Association**, Inc., a Texas Non-Profit Corporation (hereinafter referred to as "the Association"), and _____ (hereinafter referred to as the "Renter"). The Usage Agreement is for the rental for a private function of the Clubhouse owned by the Association located at 5110 Waterview Estates Trail, Richmond, TX 77407.

WITNESSETH

1. **PARTIES:** The Association is the owner of that certain clubhouse located at 5110 Waterview Estates Trail, Richmond, TX 77407 (the "Clubhouse"); _____ is a homeowner in the Waterview Estates subdivision and desires to use the Clubhouse for a private function. The homeowner owns the property located at _____. The Renter's Daytime phone number is: _____ and evening phone number is: _____
2. **TERM:** Beginning at _____ AM/PM (circle one) on _____ (date) and ending at _____ AM/PM. Renter represents that approximately _____ of his or her guests will be using the Clubhouse. The clubhouse is not available after 12 midnight, no exceptions. **(Guests can not exceed 50 at one time)**
3. **RENTAL:** The Renter agrees to pay to the Association \$75.00 for rental fee, for the time and date listed above.
4. **SECURITY DEPOSIT:** Renter agrees to pay to the Association a refundable deposit of \$300.00 (check, cashier's check or money order) to secure performance of the Renter's obligations in this Usage Agreement. The security deposit is due at the same time the rental fee is paid. The Association may use as much of the deposit as necessary to pay for damages resulting from the use by the Renter or his or her guests and as necessary to satisfy Renter's obligations under this Usage Agreement. The unused portion of the deposit will be refunded to the Renter, together with an itemized list of all deductions from the deposit, within thirty (30) days after the end of the term stated in paragraph 2 above.
5. **UTILITIES:** Association agrees to pay all utility charges.
6. **USE OF Clubhouse:** The Clubhouse shall be used by the Renter and his or her guests for the following purposes only:

 - a) The Renter must limit the size of any gathering to not more than 50 people. All minor children (under 18) must have one adult for every ten minors in attendance at all time.
 - b) All evening functions must be concluded by 10:00 p.m. Sunday through Thursday and 12:00 a.m. on Friday and Saturday.



- c) Excessive noise and/or rowdy or unruly behavior will not be tolerated.
- d) Visitors may park their cars in the parking area adjacent to the clubhouse in designated or clearly marked parking spaces.
- e) Renter acknowledges that the Association is not providing any security officers to patrol the Clubhouse during the term stated in paragraph 2 above, and that neither the Association or its agents or employees have any responsibility for the security or safety of the Renter or his or her guests pursuant to this Usage Agreement.
- f) No play structures, including bouncy houses, are allowed.
- g) If music is played or DJ is present, proof of licensing must be submitted prior to rental date.

7. **NO ASSIGNMENT:** This Usage Agreement is not assignable by the Renter.

8. **RENTER IS RESPONSIBLE FOR THE FOLLOWING:**

- a) Following all Clubhouse rules as posted inside the Clubhouse and as set forth herein;
- b) Leaving all sofas, chairs, end tables, accessories, and decorations belonging to the Association untouched and unmoved, other than the tables and chairs used for serving and seating.
- c) Any damage to property, fixtures, floors, windows, doors, furniture or related equipment;
- d) Cleaning the Clubhouse (including floors, bathrooms and kitchen) to return it to the condition it was in on initial inspection;
- e) Emptying trash cans and removing trash from the premises;
- f) Cleaning and returning chairs and tables to storage area;
- g) Removing any decorations (confetti or glitter may be used at any time inside the facility as long as the area is cleaned of all confetti or glitter), trash, additions or enhancements not on the premises at initial inspection;
- h) Removing any food, including any in the refrigerator, cabinets or cupboards;
- i) Turning off the lights, water faucets, coffee makers or any other appliances; and
- j) Change thermostat to 80* in the summer and 60* in the winter
- k) Locking all doors. The Owner is responsible for subsequent damage and/or theft as a result of failure to secure the Clubhouse.

9. **NO SMOKING IS ALLOWED IN THE CLUBHOUSE!**

10. **PETS: No pets of any kind are allowed in clubhouse.**



11. **PERSONAL BELONGINGS:** The Renter and his or her guests shall remove all of their personal property at the end of the term stated in paragraph 2 above. The Association is **not** responsible for any personal belongings or items left behind by the Renter or his or her guests. Any personal property left behind shall become the property of the Association and may be disposed of at the Association's discretion.
12. **CONDITION OF PROPERTY:** The Renter has examined the Clubhouse and accepts the Clubhouse, furniture and appliances in its current condition and state of repair. Upon expiration of the term stated in paragraph 2 above, the Renter shall surrender the Clubhouse to the Association in its required condition under the terms of this Usage Agreement.
13. **ALTERATIONS:** No holes may be made or nails driven into the woodwork, floors, walls, or ceilings of the improvements. By way of example but not to limit the foregoing, pushpins, nails, screws and tape are not allowed.
14. **INSPECTIONS:** During the term stated in paragraph 2 above, the Association's agent may enter the Clubhouse at any time to inspect.
15. **COMPLIANCE WITH LAWS:** The Renter and his or her guests shall obey all applicable laws, restrictions, ordinances, rules and regulations with respect to the Clubhouse. The Renter's rental and use of the Clubhouse is contingent on complying with all applicable laws.
16. **REPAIRS AND REPLACEMENT:** The Renter shall bear all expense of repairing or replacing any items within the Clubhouse or on the grounds which are damaged due in whole or in part to actions or omissions of the Renter or his or her guests, including but not limited to grounds, trees, shrubs, appliances, furniture, fixtures, appliances, equipment, doors, lights, walls, windows, screens, deck and ceilings. The repair or replacement of such damage shall be commenced immediately and completed with no unreasonable delay.
17. **INDEMNITY** The Renter agrees to release and forever discharge the Association and its officers, directors, employees and agents from all claims, demand, damages, actions, causes of action, or suits in law or in equity of any kind or nature, accruing before or after the date this Usage Agreement, whether known or unknown on this date, for or because of the Renter's rental and use of the Clubhouse and Association property.

The Renter agrees to indemnify and hold the Association, its officers, directors, employees and agents harmless from and against any and all injuries, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees, sustained by any person or persons or property, arising out of, or related to the Renter the his or guests' use of the Clubhouse, including claims and damages arising in whole or in part from the negligence of the Association, its officers, directors, employees, and agents.



- 18. **DEFAULT:** If the Renter or his or her guests fail to perform or observe any provision of this Usage Agreement, then in the sole opinion and option of the Association, this Usage Agreement may be terminated and the Renter's function may be cancelled and all of Renter's guests may be asked to leave the Clubhouse and the Association's property, with no liability as to any damages claimed by Renter or his or her guests.
- 19. **HAZARDOUS USE:** The Renter will not keep anything in the Clubhouse which is dangerous, flammable, explosive, or might increase the danger of fire or any other hazard.
- 20. **ATTORNEY'S FEES:** The Renter agrees that he/she will be responsible for any and all legal fees incurred by the Association for any proceeding or action brought under or with relation to this Usage Agreement.
- 21. **NOTICES:** All notices by the Association shall be in writing and effective when delivered to the Renter at the address stated in paragraph 1 above herein. All notices by the Renter shall be in writing and effective when delivered to the Association's agent, **CastleCare Community Management, 5110 Waterview Estates Trail, Richmond, TX 77407.**
- 22. **VALIDITY OF USE AGREEMENT:** If any clause or provision of this Usage Agreement is invalid, then the remaining portions of the Usage Agreement remain in effect.
- 23. **CONSULT YOUR ATTORNEY:** This is intended to be a legally binding contract; therefore, Renter should read it carefully. If Renter does not understand the exact effect of any part of the Usage Agreement, the Renter should consult an attorney before signing.
- 24. **LATE CANCELLATION:** If Renter cancels this Usage Agreement less than 48 hours prior to the beginning time in paragraph 2, then the \$300.00 deposit shall be refunded, but the \$75.00 rental fee shall be forfeited.
- 25. **ENTIRE AGREEMENT:** All promises made are contained in this written Usage Agreement. This Usage Agreement can only be changed in writing and signed by both the Renter and Association or its Agents.

DATED THIS ____ DAY OF _____, 20____.

Waterview Estates Owners Association, Inc.

Renter

Renter TDL#: _____

Phone #: _____