

Waterview Estates Owners Association, Inc.

Dear Homeowner:

Pursuant to your request, enclosed is the Agreement for use of Clubhouse, Express Disclaimer of Liability, Indemnification and Hold Harmless Agreement ("Use Agreement") for rental of the Clubhouse owned by Waterview Estates Owners Association Inc. (The "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 in their assessments. Reservations are allowed to be made no more than 3 months in advance and no less than 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) \$150.00 Deposit by *Personal Check, Cashier's Check or Money Order. (Please note that the two (2) checks should be separate. No cash will be accepted.)*

The Clubhouse is available for rent on a first-come-first-served basis. Reservations are not finalized until all of the above items are in the possession of Principal Management Group of Houston ("PMG Houston"). Walk-in payment will take priority over mailed payments. 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 (do not drag) across the floor. Please do not drag tables and chairs on the floor as this will constitute in immediate surrender of the \$100.00 deposit.

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 \$100.00 deposit shall be refunded, but the \$35.00 rental fee shall be forfeited.

Should you have any questions, please feel free to call Principal Management Group of Houston at (713) 329-7160 or email a.wise@pmghouston.com

Sincerely,
Angela Wise
Assistant Manager
Principal Management Group of Houston

CLUBHOUSE RENTAL CLEANING AND DEPARTURE CHECKLIST

The following are items you should check before leaving the Clubhouse after your rental. Please note that the Association keeps general cleaning supplies in the cabinets below the kitchen sink.

CLUBHOUSE RENTAL CLEANING CHECKLIST

- ✓ Empty All Trash Cans
- ✓ Clean Sink / Counter Tops
- ✓ Clean Table Tops / Chairs
- ✓ Clean Refrigerator / Microwave / Warming Oven
- ✓ Clean Bathrooms of litter
- ✓ Clean off Deck

UPON LEAVING THE CLUBHOUSE:

- ✓ Lights Turned Off
- ✓ Make Sure All Doors are Securely Locked
- ✓ Take garbage home for pick-up

Waterview Estates Owners Association, Inc.

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 "Use 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 "Owner"). The Use 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 Owner'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. Owner 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 Owner agrees to pay to the Association \$35.00 for rental of the Clubhouse for four hours or less. If Owner's private use of the Clubhouse is to exceed four (4) hours as stated in paragraph 2, an additional \$25.00 rental fee per hour is required (cashier's check or money order for rental fee, which must accompany this Use Agreement.) Any possession of the Clubhouse by Owner or his or her guests after the term stated in paragraph 2 shall be charged to the Owner at a rate of \$50.00 per hour and shall be deducted from the security deposit stated herein.
- 4. SECURITY DEPOSIT:** Owner agrees to pay to the Association a refundable deposit of \$100.00 (check, cashier's check or money order) to secure performance of the Owner's obligations in this Use 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 Owner or his or her guests and as necessary to satisfy Owner's obligations under this Use Agreement. The unused portion of the deposit will be refunded to the Owner, 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.

Waterview Estates Owners Association, Inc.

6. **USE OF Clubhouse:** The Clubhouse shall be used by the Owner and his or her guests for the following purposes only:

- a) The Owner 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. No alcoholic beverages may be served to or consumed by anyone in the Clubhouse or on the Association's property during the term stated in paragraph 2 above
- b) All evening functions must be concluded by 12:00 a.m. on Sunday through 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) Owner 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 Owner or his or her guests pursuant to this Use Agreement.

7. **NO ASSIGNMENT** This Use Agreement is not assignable by the Owner.

8. **OWNER 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 them to the condition they were 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

Waterview Estates Owners Association, Inc.

j) 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 Owner 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 Owner or his or her guests. Any personal property left behind shall become the property of the Association and may be thrown out.

12. **CONDITION OF PROPERTY:** The Owner 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 Owner shall surrender the Clubhouse to the Association in its required condition under the terms of this Use 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 Owner and his or her guests shall obey all applicable laws, restrictions, ordinances, rules and regulations with respect to the Clubhouse. The Owner's rental and use of the Clubhouse is contingent on complying with all applicable laws.

16. **REPAIRS AND REPLACEMENT:** The Owner 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 Owner 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 Owner 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 Use Agreement, whether known or unknown on this date, for or because of the Owner's rental and use of the Clubhouse and Association property.

The Owner 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 Owner the his or guests' use of the

Waterview Estates Owners Association, Inc.

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 Owner or his or her guests fail to perform or observe any provision of this Use Agreement, then in the sole opinion and option of the Association, this Use Agreement may be terminated and the Owner's function may be cancelled and all of Owner's guests may be asked to leave the Clubhouse and the Association's property, with no liability as to any damages claimed by Owner or his or her guests.
19. **HAZARDOUS USE:** The Owner 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 Owner 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 Use Agreement.
21. **NOTICES:** All notices by the Association shall be in writing and effective when delivered to the Owner at the address stated in paragraph 1 above herein. All notices by the Owner shall be in writing and effective when delivered to the Association's agent, Principal Management Group of Houston, 11000 Corporate Centre Dr. #150, Houston, TX 77041
22. **VALIDITY OF USE AGREEMENT:** If any clause or provision of this Use Agreement is invalid, then the remaining portions of the Use Agreement remain in effect.
23. **CONSULT YOUR ATTORNEY:** This is intended to be a legally binding contract; therefore, Owner should read it carefully. If Owner does not understand the exact effect of any part of the Use Agreement, the Owner should consult an attorney before signing.
24. **LATE CANCELLATION:** If Owner cancels this Use Agreement less than 48 hours prior to the beginning time in paragraph 2, then the \$100.00 deposit shall be refunded, but the \$35.00 rental fee shall be forfeited.
25. **ENTIRE AGREEMENT:** All promises made are contained in this written Use Agreement. This Use Agreement can only be changed in writing and signed by both the Owner and Association.

DATED THIS MONTH _____ DAY OF _____, 20__.

Waterview Estates Owners Association, Inc. (Association), _____

(Owner)

Owner TDL#: _____ State: _____