

RECREATIONAL FACILITY USE CONTRACT – CLUBHOUSE

THE STATE OF TEXAS

COUNTY OF FORT BEND

This Recreational Facility Use Contract (“Contract”) is made and entered into by and between Canyon Gate at Cinco Ranch Homeowners Association, Inc. (the “Association”) and

_____ (“Resident”),

whose address is _____

Katy, TX 77450, telephone number (281)_____.

Whereas, the Resident desires to use the Clubhouse (hereinafter described as “Facility”);

Whereas, the Resident is a member in good standing of the Association and specifically is not delinquent in the payment of the annual maintenance assessment or any special maintenance assessments or charges as those terms are used in the Declaration of Covenants, Conditions and Restrictions for Canyon Gate at Cinco Ranch Homeowners Association, Inc.

Whereas, the Resident does not have pending before any forum, judicial, non-judicial or administrative, including any forum for alternative dispute resolution as that term is used in Title 7 of the Texas Civil Practice and Remedies Codes, and dispute with or claim against the Association; and

Whereas, the Resident has agreed to and will assume complete, absolute, and sole personal responsibility and liability for any and all injury or damage to person or property, real or personal, resulting from, or attributable to, the Resident’s use of the Facility;

NOW THEREFORE, the Association and the Resident agree as follows:

1. **FEES:** The Association grants to the Resident the use of the Facility on

_____, 200__

FROM ____ O’CLOCK ____ .M., UNTIL ____ O’CLOCK ____ .M.

A personal check will be accepted for the rental fee. The Resident agrees to pay a rental fee as follows:

| | |
|---|---------|
| 0-2 hours | \$70.00 |
| Each additional hour or any portion thereof | \$35.00 |

Functions/parties for minors between the ages of 14 and 21 will require the HOA's security officer during the rental period at an additional cost of \$20/hour. If no security officer is in attendance and a spot check is performed that finds any of the following rules broken, the \$300 security deposit will be forfeited by the renter and deposited into the HOA account.

SETUP AND CLEAN UP TIME IS INCLUDED IN THE RENTAL HOURS

2. **SECURITY DEPOSIT.** At the time this Contract is signed, the Resident shall deliver to the Association a resident's personal check for the "Security Deposit" in the amount of Three Hundred and No/100 (\$300.00) Dollars. **DO NOT SEND CASH.** The Security Deposit will be returned in full if (a) there is no damage to any portion of the Facility covered by this Contract resulting from or attributable to the Resident's use of the Facility; or (b) there are no unacceptable areas shown on the Inspection Form (provided at time of rental). If there is any damage or any unacceptable areas shown on the Inspection Form, the Security Deposit will be applied to the cost of repairs, if any, plus the amount shown in the Schedule of Fines for any unacceptable areas. The Schedule of Fines, attached hereto as Exhibit "A-1" and made a part hereof for all purposes, is accepted and agreed to by the Resident. **It is the responsibility of the Resident, at the beginning of the rental period, to report to the Managing Agent for the Association, any damage or other condition, which the Resident considers unacceptable. Failure to report such damage or condition shall constitute acceptance by the Resident of the condition of the Facility.**

3. **POOL USE.** Pool use **IS NOT INCLUDED** in rental.

4. **RULES:** The Resident agrees to use the Facility in accordance with the following rules:

RULES FOR THE CLUBHOUSE _____(resident initial here)

- a) No smoking is permitted inside the Clubhouse.
- b) No alcohol is permitted.
- c) The Resident renting the Clubhouse is responsible for clean-up as described in the Schedule of Fines attached (Exhibit "A-1") and made a part hereof for all purposes. An Inspection Form will be provided at time of rental.
- d) Parties with people under twenty-one (21) years of age must have adequate supervision. Adequate supervision is a person 21 years of age or older in the clubhouse with the following ratio:

| | |
|------------------|-------------------------------|
| 1 – 20 persons | at least 2 supervising people |
| 21 – 40 persons: | at least 3 supervising people |
| 41 – 60 persons: | at least 4 supervising people |

- e) Clubhouse closes at 12:00 midnight.
- f) Resident must supply all cleaning supplies.
- g) Resident must be present during entire rental period.

5. **CANCELLATION POLICY.** The resident agrees to notify On-Site Management of the cancellation ten (10) days preceding the scheduled rental. The resident agrees to pay Twenty-Five and No/100 (\$25.00) Dollars if notification of cancellation is made after specified time. Resident agrees to pay the agreed upon rental amount for failure to notify On-Site Management of cancellation.

6. **OCCUPANCY LIMIT.** The Resident agrees that no more than 64 persons, including the Resident, will use the Facility at any one time.

7. **VACATING PREMISES.** The Resident agrees that the Facility used by the Resident and his guests will be clean and that all persons will vacate the Facility no later than 12:00 midnight.
8. **INSPECTION.** After the Resident vacates the Facility, it shall be inspected by an authorized agent of the Association. The inspecting agent will use an Inspection Form provided to Resident at time of rental and the attached Schedule of Fines on Form, Exhibit "A-1," for inspecting the Facility to determine if the Facility requires any additional cleaning, repairs, or replacement of any items damaged resulting from, or attributable to, the Resident's use of the Facility. The Resident agrees that if, in the sole judgment of the Association or any of its authorized representatives: (a) the Facility needs to be cleaned or repaired; or (b) any damaged items should be replaced as a result of, or attributable to, the Resident's use of the Facility, whether or not the Security Deposit is enough to pay for the cost of such items, or for any unacceptable items, as shown in the Inspection Form per the Schedule of Fines, then Association may immediately clean or repair the Facility or replace the damaged items. The amount of the Security Deposit will be first applied against any fines, then to any costs, charges or expenses. If the Security Deposit is not adequate to pay for the foregoing, then the Resident will be responsible for all costs incurred and will be invoiced by the Association. The Resident agrees to pay any invoiced costs, charges, expenses or fines per the Schedule of Fines, within thirty (30) days and, if any such invoice is not paid within thirty (30) days, interest shall accrue at a rate of eighteen percent (18%) per annum from the thirtieth day following the date of the invoice until paid and all such amounts shall be added to, and become part of, the assessment due by the Resident under the Restrictive Covenants. The selection of the contractor for any cleaning, repairing or replacement shall be within the sole discretion of the Association or its authorized representative.
9. **INDEMNITY.** The Resident agrees to assume complete and sole responsibility and liability for any and all injury, death, or damage to property, real or personal, during the term of this Contract. The Resident shall indemnify and hold the Association harmless from any and all claims, demands, actions, suits, or proceedings made against the Association arising out of, or in any way related to, the use of the Facility by the Resident provided that this shall not obligate the Resident to any liability for any gross negligence or willful misconduct of the Association or its authorized Agents. This indemnity shall also include all sums payable or paid by the Association for legal fees or court costs. The selection of legal counsel shall be within the sole and absolute discretion of the Association.
10. **GOVERNING LAW.** This Contract shall be construed under, and in accordance with, the laws of the State of Texas and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
11. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. If there is more than one Resident, they shall be bound jointly and severally the terms, covenants and agreements herein.

- 12. **SEVERABILITY.** In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any provisions hereof, and this Contract shall be construed as if the invalid, illegal or unenforceable provisions had never be contained herein.
- 13. **GENERAL.** When used herein, and whenever the text so permits, the singular shall include the plural and the use of any gender shall include all genders.
- 14. **ENTIRE AGREEMENT.** This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings, or written, or oral agreements between the parties with respect to the Resident's use of the Facility.

I CERTIFY AND ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND THIS CONTRACT. I FURTHER STATE THAT I VOLUNTARILY ENTERED INTO THIS CONTRACT AND I AGREED TO ITS TERMS AND CONDITIONS.

Signed and accepted in Fort Bend County, Texas, on this _____ day of _____, 200____.

RESIDENT

CANYON GATE AT CINCO RANCH OWNERS ASSOCIATION, INC.

Signature of Resident

Name

**Signature of Resident
(if more than one)**

Title

These rental procedures and rules for the Clubhouse facility are subject to change without notice by the Board of Directors.

EXHIBIT "A-1"

This schedule of fines is subject to change without notice by the Board of Directors.

PLEASE NOTE: THESE FINES ARE IN ADDITION TO ANY FEES CHARGED FOR REPLACEMENT COSTS OR REPAIR OF ANY ITEMS.

CLUBHOUSE SCHEDULE OF FINES

| | |
|--|--------|
| BALLOON STRINGS/BALLOONS REMOVED | 25.00 |
| ALL EXTERIOR DOORS SECURED | 100.00 |
| TRASH TAKEN HOME BY RENTER | 50.00 |
| FLOORS MOPPED (Kitchen, Bathroom and Entry) IF NEEDED | 20.00 |
| CARPETS VACUUMED AND ANY STAINS REMOVED | 20.00 |
| KITCHEN CLEANED AND REFRIGERATOR EMPTIED | 20.00 |
| BATHROOM CLEAN (allowance given if pool is open during rental time) | 20.00 |
| FURNITURE IN ORIGINAL ARRANGEMENT | 10.00 |
| WALLS CLEAN (This includes removal of all decorations.) | 50.00 |
| FANS TURNED OFF (Ceiling, Bathroom, Kitchen) | 20.00 |
| LIGHTS TURNED OFF | 20.00 |
| IMPROPER DISCHARGE OF FIRE EXTINGUISHER | 25.00 |
| DAMAGE TO WOODWORK, TRIM, WINDOWS, DOORS, and/or WALLS | 20.00 |
| RIPS/DAMAGE TO FURNITURE | 50.00 |
| DAMAGE/REMOVAL OF DECORATIVE ITEMS (Lamps, Pictures, Vases, etc.) | 100.00 |
| DAMAGE TO APPLIANCES | 100.00 |
| DAMAGE TO BATHROOM FIXTURES | 100.00 |
| AIR CONDITIONING RESET TO 80 MAY 1 – SEPT 30 | 20.00 |
| HEAT RESET TO 60 OCT 1 – APR 30 | 20.00 |

FACILITY INSPECTION FORM

All balloons/string removed from room _____

All doors locked _____

Trash removed (taken home) _____

All tile floors mopped (if needed) _____

Carpets Vacuumed (any stains removed) _____

Refrigerator emptied _____

Stove, sink, and countertops wiped clean _____

All tables wiped clean _____

Furniture in original arrangement _____

All decorations removed from walls _____

Fans turned off _____

Lights turned off _____

Air conditioning reset to 80 (May 1 – Sept 30) _____

Heat reset to 60 (Oct 1 – Apr 30) _____

Private party signs taken down _____

DAMAGED AND/OR MISSING:

WALLS/WOODWORK _____

FURNITURE _____

FIXTURES _____

APPLIANCES _____

DECORATIVE ITEMS _____