

Amenities Rental/Reservation Agreement

West Memorial Civic Association
22415 Kingsland Blvd.
Katy, Texas 77450

Homeowner or Responsible Party: _____

Address: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Email: _____

Check One Resident Non-Resident

Date of Function: _____

Type of Function: _____

Time of Function: _____

How many people expected to attend: _____

For the Clubhouse: will alcohol be served? Yes No

If a police officer is required, please provide law enforcement information below:

Officer's Name	Badge	City	Phone
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1. General Information

- The clubhouse is a smoke free area, SMOKING IS PROHIBITED
- The clubhouse is approximately 3,000 square feet and accommodates a maximum of 200 people seated and 300 standing
- Approximately 125 chairs and 20 tables are available for use on an AS IS basis
- The Community Room may be reserved for a maximum of 6 hours for any event, which includes an hour set up and an hour clean up.
- Community Room hours of use are between 7:00am and 12:00am, seven days per week.
- Please return contract, rental check and deposit check to: High Sierra Management, PO Box 940267, Houston, TX 77094. Make checks payable to: West Memorial Civic Association.

2. Homeowner Rental

- Clubhouse rental is subject to availability.
- A rental fee of \$175.00 will be charged. No cash accepted. All association dues must be paid by homeowner to be eligible to rent the clubhouse.
- Rental of the Clubhouse by a homeowner requires a refundable deposit of \$300.00. This amount will be refunded barring any damage to the facility caused by user and/or guest; as long as the facility is left in a clean and orderly condition; and the rental rules and/or rental agreement are not broken.
- A fee of \$25 for processing will be charged and made payable to High Sierra Management.
- Any rule broken will cause forfeiture of the entire deposit.

Initial _____

3. Non-Homeowner/Non-Resident Rental

- a. Clubhouse rental is subject to availability.
- b. A rental fee of \$525.00 will be charged. No cash accepted.
- c. Rental of the Clubhouse by a non-homeowner/resident requires a refundable deposit of \$300.00. This amount will be refunded barring any damage to the facility caused by user and/or guest; as long as the facility is left in a clean and orderly condition; and the rental rules and/or rental agreement are not broken.
- d. A fee of \$25 for processing will be charged and made payable to High Sierra Management.
- e. Any rule broken will cause forfeiture of the entire deposit.

4. Rules and Regulations

- a. The parties to this Agreement are the Homeowner or Responsible Party (the "Renter") as identified on the Agreement and the West Memorial Civic Association (the "Association"), a Texas non-profit corporation with the management office located at 722 Pin Oak Road Suite 230, Katy, Texas 77094.
- b. Renter agrees to pay all rent, deposits and fees promptly. All funds due to the association must be paid at least thirty (30) days prior to the function. We will tentatively hold a date requested, but reservations are not confirmed until forms, payment and deposits have been received. In the event more than one party is interested in the same date, we reserve the right to rent the clubhouse on a first paid basis.
- c. A police officer is required for each clubhouse function of 50 or more people attending. Two officers will be required if alcoholic beverages are being served. You must arrange and pay for them separately. There is a 4-hour minimum and charges may vary. You may call 281-391-4848 and speak with Officer Jack Fields to make arrangements for an officer(s).
- d. All juvenile parties (or guests ages 13 - 21) are required to have adult supervision at a ratio of 2 adults per every 15 juveniles. A police officer is required for more than 15 juveniles.
- e. Return all keys provided within two (2) working days of termination of the agreement.
- f. The Association hereby agrees to rent to Renter on a best efforts basis and subject to availability, and Renter agrees to let Premises (as indicated) at the Time and Date (as indicated) and for the Function (as indicated), subject to all the terms and conditions of this Amenities Rental Reservation Agreement. In the event the Premises are unavailable at the time and date above recited, the parties will work in good faith to arrange an alternate time and date for such rental. The return of the Security Deposit to Renter, in full and without interest, shall be Renter's sole and exclusive remedy for any breach, actual or claimed, by the Association.
- g. Renter shall comply with all Municipal, County, State and Federal ordinances, statutes, laws, rules and regulations, together with all other rules and regulations of the Association (whether attached herewith or not) and those statutes, laws, rules, orders, and regulations of any lawful government authority having jurisdiction over this Agreement or use of the Premises. The Association reserves the right at any time to change or amend any of its rules or regulations in any reasonable way for the safety, care, cleanliness, and preservation of good order of the Premises hereby let to Renter, provided Renter shall be provided a copy of any such amendments or changes
- h. By executing this Agreement the Renter accepts the clubhouse in its current condition unless otherwise expressly provided for in the Agreement, the Association shall not be required to make improvements, replacements, or repairs of any kind or character to the leased premises during the term of the Agreement.
- i. The renter agrees that it is their responsibility to pay for any and all repairs that may be necessary for restoring the demised Premises to the same or similar condition in which the Renter accepted the Premises. The Renter shall not commit nor allow any waste or damage to be done on any property of the Association, nor introduce any dangerous, hazardous, inflammable, or explosive item(s) or thing(s) thereon, any cost or charges arising hereunder will be invoiced to the Renter and the same shall be paid in full by the Renter within ten (10) days from the mailing of any such invoice.
- j. The Renter agrees that he or she will be on the Premises during the time the Premises are left to Renter. If the Renter is an organization, the Renter shall designate an agent for such purposes. The clubhouse is limited to "not for profit" meetings and functions unless authorized by the Board in

writing. The Renter will not charge or collect fees from their guests as a prerequisite or condition of entering or using the Premises. The Renter may be present for final inspection after the event. Should you choose not to be present, any and all charges for damages or cleaning will be deemed valid. The Renter shall return all keys to the Premises to the Association prior to the repayment of the security Deposit. After exiting the facility, the Renter must lock the doors.

- k. The Renter shall forfeit the Rental Fee paid herewith unless the Renter cancels this Agreement more than ten (10) days from the intended time and date. The Association may cancel this Agreement at any time for misrepresentations made herein, change in status as homeowner or renter, or by tender of the Security Deposit to Renter.
- l. Notwithstanding anything to the contrary above written, each party shall hold the other harmless from and against all claims, costs, losses, injuries, dues, or demands whatsoever arising from the injury to persons or property on or about the premises caused by the misconduct or negligence of such party. The term "party" as used in this paragraph shall mean one of the parties to this Agreement together with the officers, employees, agents, invitee, licensees, guests, successors, assigns and executors.
- m. It is expressly prohibited from assigning this Agreement or any of its rights or privileges hereunder without the express written consent of the Association.
- n. Any party hereto who is the prevailing party in any judicial proceeding brought against the other party on account of default under this Agreement, shall in addition to any other remedy accorded be entitled to the recovery of reasonable attorney's fees from the no prevailing party.
- o. This agreement and attachments or exhibits hereto constitute the full, entire and complete understanding of the parties with regard to the subject matter hereof; all other agreements, contracts, or understandings are completely merged herein and are otherwise deemed null and void. The entire contract must be returned with both checks (rental fee and security deposit).
- p. The security deposit shall be refunded within thirty days of the scheduled function based on the condition in which the clubhouse was left. A portion or all of the deposit may be withheld by the Association for any repairs, cleaning, or for the breach of contract.
- q. The use of the Association property and or amenities shall be available on a non-discriminatory basis (age, sex, race, religion, or national origin). The Board of Directors reserves the right to deny the use of the amenities and or property to anyone for any purpose.
- r. The property must be cleaned and premises vacated before 12:00 A.M.
- s. The Association reserves the right to impose additional requirements related to safety, security and clean up. You will be notified in advance before the function and you will bear all costs.
- t. The clubhouse and the premises must be returned in the condition in which it was received. You are responsible for checking the facility prior to usage to insure everything is in working order. High Sierra Management must be contacted for anything that requires attention including repairs before or after a function. The thermostat must be returned to 90F in the cooling season and 60F in the heating season. You must turn off all appliances and lights before you leave the premises.
- u. West Memorial Civic Association is not responsible for any items left on the premises.
- v. The Renter must clean entirely all the counter surfaces in the kitchen facility (if used) and clean the stove, oven and microwave (if used). If the Association's tables and chairs are used, these must also be wiped down prior to stacking and returning to the storage room. Renter shall also sweep and mop the floors of the large room, kitchen and bathrooms. The Renter shall also clean the counters in the rest rooms and flush the toilets. The Renter shall bring extra trash can liners to replace the ones used. All bagged party trash shall be placed outside in the trash receptacles.
- w. No decorations (glitter, sequins, confetti) of any kind can be attached to the ceiling, or walls, etc. Birdseed can be thrown outside. All excess must be swept away from all the walkways and parking lot.
- x. No animals are allowed in the facility.
- y. All non-flushable items (sanitary napkins, plastic, diapers, paper towels etc...) must be disposed of properly and not flushed in any toilet
- z. Return all furniture back in storage, properly stacked. Do not remove dollies.

In consideration for the right to use the clubhouse (premises), the undersigned (jointly) and severally, if executed by more than one resident), hereby release and agree to indemnify, defend and hold harmless, West Memorial Civic Association, High Sierra Management and their respective affiliates, agents, directors, employees, successors and assigns (collectively the "released parties") from and against any and all claims, liabilities, demands, causes of action and damages arising out of incidental to or in any way resulting from the use of the clubhouse and whether or not caused by the negligence of the released parties. This agreement shall be governed and construed under the laws of the State of Texas.

I, the undersigned, understand and agree to be bound by all the terms and conditions of the Rental Agreement and the Association assigns may rely on this representation. The parties stipulate and agree that venue hereof shall like in the courts of Harris County.

Agreed to and executed by the parties this

_____ day of _____

_____ in Harris County, Texas

(day)

(month)

(year)

(Print name of Homeowner or Responsible Party)

(Signature of Homeowner or Responsible Party)

Date: _____

FOR OFFICE USE ONLY

Security Deposit Check Number _____

Rental Fee Check Number: _____

Processing Fee Check Number _____

Date Received _____

Initial _____

West Memorial Clubhouse Cleaning Checklist

Exhibit to Amenities Rental/Reservation Agreement

All the following items must be completed prior to leaving the clubhouse or fees will be deducted from the renter's deposit.

1. Clean or wipe down the tables or chairs.
2. Put away tables or chairs.
3. Remove all decorations including items used to secure them.
4. Sweep and mop all floors.
5. Clean restrooms.
6. Clean the sinks, countertops in the kitchen and restrooms.
7. Clean the inside of the refrigerator (if used).
8. Clean the inside (if used) and top of stove.
9. Empty all trashcans and haul all trash to the outside receptacle in the fenced area.
10. Re-set the thermostat to the correct temperatures as noted in the Agreement (90F in the cooling season and 60F in the heating season).
11. Lock the facility and return the keys

If the facilities are damaged or left in a dirty manner after a function, the Homeowners Association may, without prejudice to any other remedy, use or apply the whole or any part of the Rental Deposit, to the extent necessary to repair such damage or clean up the facilities. Deductions to the Rental Deposit are not limited to only the items above. User liability for damage or clean-up is not limited to the total amount of the Rental Deposit. Any infraction or violation of the Amenities Rental agreement or any parts or statements thereof, may result in the immediate forfeiture of the renter's entire Rental Deposit, without prejudice to any other remedy. Infractions and violations of the Amenities Rental Agreement may also lead to forfeiture of future rental rights.

Initial ____