

**CAMDEN PARK HOMEOWNERS ASSOCIATION
CLUB HOUSE RENTAL CONTRACT**

STATE OF TEXAS
COUNTY OF HARRIS

WHEREAS, **CAMDEN PARK HOMEOWNERS ASSOCIATION** (Herein referred to as the "Association") is the owner and/or operator of a Club House serving the residents of the CAMDEN PARK COMMUNITY subdivision in Harris County, Texas and

WHEREAS, the resident desires to reserve the said Club House, owned and/or operated by the Association, and use the same for a private event to be held by _____ (Name) residing at _____ (Property Address) starting at _____ (am/pm) on _____ (Date), ending at _____ and to be contacted at _____ (phone number).

WHEREAS, the resident/homeowner is a member in good standing of the Association and is not delinquent in the payment of annual assessments.

WHEREAS, this contract does not include access to the enclosed pool area and does not include usage of the Community Pool.

NOW, THEREFORE, in consideration of the sum of **\$400.00 without alcohol \$600.00 with alcohol** and other good and valuable consideration to the undersigned, this money paid by the resident shall represents a reservation deposit.

A rental fee of **Option A. \$50.00 per hour for 5 hours or less / Option B. \$300.00 for the day not to exceed 8 hours for this flat rate. If renter needs additional time renter will be charged by the hourly rate for every hour over 8 hours** and security deposit of **\$400.00 without alcohol and \$600.00 with alcohol** and other good and valuable consideration to the undersigned, this money paid by the resident/homeowner shall represent the rental fee and a deposit for the purpose of repairs and custodian fee and the deposit will be refunded in the event the Club House is returned in the same manner it was prior to rental Total rental fee is due prior to date of event The deposit will not be refunded if ALL items on the attached Inspection Form are not completed in an acceptable manner. In the event of damages exceed the deposit, the undersigned agrees and will be held responsible for any and all damages to facilities and its fixtures related thereto. Resident will pay same upon presentation of invoice and/or agrees for lien in the amount of damages to be placed against his property.

1. The Association shall not be liable for any claims or demands of any kind arising out of the undersigned's use or occupancy of the Club House, or for any claims or demands of any kind resulting from loss of life, personal injury and/or damages to property incurred or sustained by the undersigned or any of undersigned's guests, invites, licensees, employees, agents or contractors and arising directly or indirectly, proximately or remotely from or out of the undersigned's use of the Club House for the purpose of conducting a private party.

2. The resident has agreed and by these presents does agree to indemnify and forever hold the Association, its officers, employees, successors and assigns harmless from any and all claims, liability, actions, charges or expenses (including attorney's fees) in connection with the loss of life, personal injury, and/or damage to property arising or alleged to arise directly or indirectly from or out of the occurrence of any event or occurrence upon or within the Club House or while the undersigned, or undersigned's guests, invites, employees, agents and/or contractors are in route to or from the Club House, before, during and after the private party to be held by the undersigned, and the undersigned, on behalf of himself/herself, themselves/has/have released and do hereby release the Association, its employees, officers, successors and assigns from

and against any and all such claims, actions and damages arising directly or indirectly out of the use of the Club House by the undersigned for the above stated purposes.

3. The resident understands Security is required for any event that includes the serving of alcoholic beverages. This security must be a licensed peace officer/officers by the State of Texas and be employed by the resident. The resident will provide a signed agreement from the security officer prior to receiving access to the Club House.

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

RENTAL FEES. The Association grants to the homeowner the use of the CLUB HOUSE on _____ Starting time _____, Ending time _____ **the event cannot continue beyond 2:00 am**

No of guests _____ Alcoholic Beverage will be served _____ Will not be served _____

RULES:

THESE RULES APPLY TO EVERYONE. THERE WILL BE NO EXCEPTIONS.

1. The Homeowner/Resident agrees to use the CLUB HOUSE in accordance with the following rules and agrees that he/she is responsible for the safety, security, and actions of the attendants and guests:
 - a. No tape, staples, glue, banners, balloons, etc., are allowed on the walls, ceiling, doors, windows, fans, trees, plants or exterior building structure.
 - b. Children's parties must have parental/adult supervision. This rule applies for children under the age of eighteen (18). In accordance with the Texas Department of Health rules, there must be one adult for every ten (10) children.
 - c. The Homeowner/Resident renting the Club House is responsible for cleanup as described in the Inspection Form attached hereto as Exhibit "A" made a part hereof for all purposes. (ALL items must be completed for the deposit to be refunded.)
 - d. The Club House area will be closed by **2.00 am** (NO EXCEPTIONS).
 - e. The Homeowner/Resident shall not leave the Club House unattended at any time, unless they have been cleared by the association representative and the checklist has been reviewed.
 - f. Entry into the enclosed/gated pool area is strictly forbidden under the rules of this agreement.
 - g. The Club House is a Non-Smoking facility Inside & Outside.**
 - h. No pets are allowed in the facility.
 - i. Keys/Access devices must be returned to the management company or Association representative within 24 hours of the conclusion of the contracted event.
 - j. Vehicles illegally parked, parked on grass, blocking driveways, etc., will be towed without warning at the owner's expense.
 - k. All trash must be removed by the resident.
 - l. Return all chairs and tables to the storage closet as they were originally arranged and stored.
 - m. No smoking is permitted in the Club House or outside the building.
 - n. No use of rice, or other hard grains kernels or seeds during wedding reception or other functions.
 - o. Setup time is included in the rental time.
 - p. Tablecloths must always be used on tables.
 - q. Exterior doors are not permitted to be placed in an open position at any time except to bring in supplies or equipment for your event.
 - r. Grills, fryers, fire drums, food trucks, moon walks, rock walls, trampolines, etc. are not permitted without prior approval.
 - s. Camera is not allowed to be blocked at any time from any angle.

- t. Violation of these rules may result in the loss of deposit.
- u. The Homeowner/Resident is responsible for any damaged caused by their guest inside and outside the building.

2. SECURITY DEPOSIT. **At least fifteen (15) days prior to the scheduled function (20 days if the Homeowner delivers a personal check), the Homeowner shall deliver to the Association a cashier's check or money order in the amount of Four hundred dollars without alcohol (\$400) or six hundred dollars with alcohol (\$600) payable to the Association.**
3. The Security Deposit will be returned in full if: (a) there is no damage to any portion of the Club House resulting from, or attributable to, the Homeowner's use of the Club House; or, (b) there are no unacceptable areas shown on the Inspection form, attached hereto as Exhibit "A" and made a part hereof for all purposes. (c) the Custodian or Association representative is not contacted on a holiday for any service. If there is any then the Security Deposit will be applied against the cost of repairs, cleanup or the amount shown in the Schedule of Fines for any unacceptable areas. The Schedule of Fines, as outlined in Exhibit "A" and made a part hereof for all purposes is accepted and agreed to by the Homeowner. It is the Homeowner's responsibility, at the beginning of the rental period, to report to the Managing Agent for the Association, any damage or other condition, which the Homeowner considers unacceptable. Failure to report such damage or condition shall constitute acceptance by the Homeowner of the condition of the Club House. Cancellation and a fee of \$50.00 must be made to Signature Association Management, Inc 713-338-3436 at least 10 days prior to the date of the event. Failure to cancel as indicated will result in a \$100.00 administrative/cancellation fee.
4. INSPECTION. Before and at the end of the Homeowner's event in the Club House, it shall be inspected by an authorized agent of the Association. The inspecting agent will use the attached Inspection Form as a guideline for inspecting the Club House to determine if the Club House requires any additional cleaning, repairs, or replacement of any items damaged resulting from, or attributable to, the Homeowner's use of the Club House. The Homeowner agrees that if, in the judgment of the Association or any of its authorized representatives the Club House needs to be cleaned or repaired or any damaged items replaced as a result of, or attributable to, the Homeowner's use of the Club House or if the Security Deposit is not enough to pay for the cost of such items, or for any unacceptable items shown in the Inspection Form per the Schedule of Fines, then the Association may immediately clean or repair the Club House or replace the damaged items and the charges therefore will be first applied against the Security Deposit and, if the Security Deposit is not adequate, then the Homeowner may be invoiced by the Association. The homeowner agrees to pay any invoice charges, 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 Homeowner 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. In the event the renter loses the key/keys/access devices to the Club House, the renter shall forfeit security deposit and will be billed for services performed by a locksmith to rekey door locks, replacement of pad locks, or access devices. In addition, and at the discretion of the Board of Directors, the renter shall be responsible for all charges incurred for services performed by a licensed locksmith to replace and/or re-key all locks associated with the keys or access devices.
5. 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.
6. SEVERABILITY. In case of anyone or more of the provisions contained in the Contract shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any other provisions hereof, and this contract shall be construed as if the invalid, illegal or unenforceable provisions had never been contained herein.
7. 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.

- 8. 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 use of the Club House during the term of the Contract.
- 9. MAXIMUM OCCUPANCY. The maximum occupancy for the Club House is 120 with tables and chairs, 257 with chairs only, and 360 without tables and chairs.
- 10. Renters and their guests are forbidden from disposing of grease and food items in sinks and toilets. Any actions by the renter or the renter's guests resulting in the repair and/or replacement of the sinks, toilets or the related plumbing will not only forfeit their deposit but also allow the Board to charge back all expenses for the repairs to the renter.
- 11. Please contact the Management Company or Association representative for any rental questions or problems (this includes but is not limited to, retrieve the key, a/c issues, lock issues, walk thru completion, etc.).
- 12. The temperature for all events will be set at 72 degrees. Do not move or change the temperature without permission.
- 13. An NSF fee of \$35.00 will be charged to the renter per check due to insufficient funds.

I CERTIFY AND ACKNOWLEDGE THAT I AM AT LEAST 18 YEARS OF AGE AND HAVE READ AND UNDERSTAND THIS CONTRACT. I FURTHER STATE THAT I VOLUNTARILY ENTERED INTO THIS CONTRACT AND I AGREE TO ITS TERMS AND CONDITIONS.

EXECUTED THIS _____ DAY OF _____

SIGNATURE _____ ADDRESS _____

EXHIBIT A
 CAMDEN PARK HOMEOWNERS ASSOCIATION
 INSPECTION FORM FOR CLUB HOUSE RENTAL

DATE OF RENTAL: _____
 DATE OF INSPECTION: BEFORE _____ AFTER _____
 HOMEOWNER/TENANT: _____
 ADDRESS: _____
 PHONE: _____

EXHIBIT A

*****AREAS OF INSPECTION*****

X – ACCEPTABLE 0 - UNACCEPTABLE

	Before	After
FURNITURE CLEAN AND IN GOOD CONDITION	_____	_____
FURNITURE PLACED IN ORIGINAL LOCATIONS	_____	_____
TRASH/REFUSE REMOVED FROM THE AREA	_____	_____
TRASH/REFUSE REMOVED FROM THE FACILITY	_____	_____
MICROWAVE OVEN AND FRIDGE CLEAN INSIDE AND OUT	_____	_____
COUNTER AND KITCHEN FACILITIES CLEANED	_____	_____
KITCHEN SINK CLEANED WITH BARKEEPER'S FRIEND (IT IS THE ONLY THING THAT WILL CLEAN THAT SINK)	_____	_____
FLOOR SWEEPED AND MOPPED -*** THOROUGHLY*--	_____	_____
RESTROOMS CLEAN (TRASH REMOVED)/FACILITIES WORKING	_____	_____
Walls and Ceiling are in good condition	_____	_____
Doors and Trim in good condition	_____	_____
Windows and Blinds in good condition	_____	_____
Fire Extinguisher in good condition	_____	_____
Storage room in good condition	_____	_____
All decor in Good Condition	_____	_____
LIGHTS TURNED OFF AND HEAT/AIR TURNED OFF OR SET AT APPROPRIATE SEASONAL TEMPERATURE AS INDICATED ON THERMOSTAT LABEL _____		
KEYS OR ACCESS DEVICES ARE ALL RETURNED	_____	
ADDITIONAL CHARGES FOR LOST KEYS OR ACCESS DEVICES	_____	

Please be aware that the temperature for all events will be set at 72 degrees. Do not move or change the temperature without permission. Please contact the Custodian or Association representative if there is an issue with the a/c or heat.

COMMENTS: (For any item marked unacceptable, describe in detail the reason. Add any other comments, which seem appropriate. ALL items on inspection report MUST be "acceptable" for the deposit to be refunded.

Inspection Before Rental

Revision 11 18 2019

Renter Initials _____

INSPECTOR

DATE

RESIDENT

DATE

Inspection After Rental

INSPECTOR

DATE

RESIDENT

DATE