

King Lakes
Clubhouse Rental Policy & Agreement
25625 Northlight Lane, Katy TX

(1) **Introduction**

WHEREAS, the Applicant named below is a member of the King Lakes Homeowners Association, Inc., a Texas non-profit corporation (the "HOA") and an owner residing in a home in the King Lakes Subdivision (the "Subdivision") in Katy, Fort Bend County, Texas; and

WHEREAS, the Applicant desires to rent the King Lakes' Clubhouse building located at 25625 Northlight Lane, Katy, Fort Bend County, Texas, excluding the playground, pool and pool area (the "Clubhouse") from the HOA as herein set forth; and

WHEREAS, the HOA will only rent the Clubhouse if the Applicant agrees to be bound by the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the HOA's agreement to rent the Clubhouse on the hereinafter set forth terms and conditions and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant hereby agrees to the terms and conditions set forth herein:

(2) **Rental/Reservation Information:**

Applicant's Name: _____
Applicant's Address: _____
Applicant's Phone (Home): _____
Applicant's Phone (Cell): _____
Applicant's Phone (Work): _____
Date(s) Requested: _____ (the "Rental Date")
Event Description: _____
Event Timeframe: _____
No. of Persons Attending: _____
No. of Persons between ages 13-20 Attending: _____

(3) **Eligible Users**

Applicant must be an adult resident (at least 21 years of age) in good standing with the HOA. Applicant must be current on all fees and obligations to the HOA. Applicant must be present at the event and is responsible for the Clubhouse use. The HOA Board reserves the right to revoke, limit or prohibit use of the Clubhouse at any time to anyone.

(4) **Reservations**

Clubhouse reservations should be made at least ten (10) working days in advance and reservations are on a first come first serve basis. Applicant shall make a reservation by contacting the Reservation Coordinator by telephone (currently Graham Management 713-334-8000). Reservations shall not become final until such time as the Reservation Coordinator has

provided written communication to the Applicant that all fees, deposits, signed Rental Policy & Agreement and proof of uniformed security arrangement (if applicable) has been received and determined sufficient.

(5) **Fees, Security Deposit & Penalties**

Unless otherwise determined by the HOA Board, each user shall be required to pay in advance by separate checks a fee of \$30 for a two (2) hour reservation, and \$10 per hour thereafter (the “Rental Fee”) and a security deposit of \$250 (the “Security Deposit”). Checks should be made payable to: King Lakes Homeowners Association, Inc. The HOA reserves the right to cash both checks immediately upon receipt.

Applicant is responsible for the Clubhouse and for any damage to the Clubhouse that occurs during Applicant’s rental. The HOA shall inspect the Clubhouse after Applicant is through cleaning. If the HOA discovers that the Clubhouse was not properly cleaned following Applicant’s rental or that damage has occurred, then the HOA shall notify Applicant of such condition within fifteen (15) days. The HOA’s notice shall contain an invoice for the costs to clean the Clubhouse and/or the cost to make the needed repairs. The HOA may retain all or part of the Security Deposit to cover the cleaning and/or repair cost if Applicant does not clean the Clubhouse as required by this Agreement or if damage has occurred. Any remaining Security Deposit shall be returned to Applicant within thirty (30) business days. If the cleaning cost or repair cost exceeds the Security Deposit, then Applicant agrees to immediately pay such amount to the HOA.

(6) **Cancellations**

Applicant may cancel this Agreement any time prior to the Rental Date. If funds have been received and deposited, a \$50.00 cancellation fee will be charged. Applicant should expect the partial refund of the deposit and rental fee within thirty (30) days of cancellation.

(7) **Use Period**

A Clubhouse rental generally allows the applicant access of the Clubhouse from 8:00 am – 11:00pm. All events must end and the patrons at the Clubhouse vacated by 11:00 p.m. to avoid a cleaning cost as set forth herein. Applicant must keep key in lockbox at all times. Key MAY NOT be removed from the premises. Notwithstanding the foregoing, all doors, gates and windows of the Clubhouse must be locked when not in use.

(8) **Scope of Facility**

The rental applies only to the Clubhouse and does not afford the Applicant use of playground or pool area.

(9) **Restrictions**

The Fire Code restricts use of the Clubhouse to a maximum of 45 persons, so the Clubhouse shall not be used for any group in excess of this number. The HOA Board has elected to not rent the Clubhouse on December 31 for any purpose. Smoking or use of tobacco within the Clubhouse is prohibited and Applicant assumes full responsibility for any violation of this

regulation and related damages. No pets or animals are allowed in the Clubhouse or gated pavilion area at any time, except as required by law.

(10) **Minors**

For events where more than ten (10) person between the ages of 13-20 are anticipated to be present, an adult chaperon for every (10) persons between the ages of 13-20 is required. The Applicant and adult chaperons will be liable for any illegal activities which may occur.

Should Applicant rent the Clubhouse for a children or teen party, Applicant will ensure that the party is property supervised and controlled by someone twenty-one (21) years or older and that all applicable curfew ordinances and laws as well as all other ordinances and laws are followed. In all events, the event timeframe must correspond to the time after which minors must not be out in public pursuant to any applicable curfew ordinance or law.

(11) **Forbidden Purposes**

Applicant shall not use, occupy or permit the use of the Clubhouse for any purpose which is directly or indirectly forbidden by law, ordinance, order and government or municipal regulations, deed restrictions, bylaws, rules and regulations governing the HOA or the Subdivision or any written or verbal restrictions issued by a member of the HOA Board.

(12) **Indemnification of the HOA**

The HOA and Applicant agree that the HOA will not be liable to Applicant or any other party for any injury to any person using the Clubhouse or its surrounding facilities during Applicant's rental. Applicant shall defend, indemnify and hold harmless the HOA, the Board of Directors of the HOA, and their agents, representatives, officers, directors, members and contractors from and against any and all claims, actions, suits, damages, demands, losses, costs, expenses and disbursements, including court costs and attorneys' fees, resulting from any injuries to or death of any person or damage to any property (including, without limitation, damage to the Clubhouse by Application or any other real or personal property owned by the HOA or within the Subdivision) arising out of, relating to or in connection with the rental or use of the Clubhouse or surrounding areas by Applicant, the failure of Applicant to perform any of its obligations hereunder, or the negligence or willful actions of Applicant and Applicant's guests, invitees or others at the Clubhouse or Subdivision in connection with Applicant's rental of the Clubhouse, even if caused or alleged to be caused by the sole, joint, comparative, concurrent negligence or fault of the HOA, and even if any such claim, cause of action or suit is based upon or alleged to be based upon strict liability of the HOA. THIS INDEMNITY AND RELAEASE PROVISION IS INTENDED TO INDEMNIFY AND RELEASE THE HOA AGAINST THE CONSEQUENCES OF ITS OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN THE HOA IS SOLELY, JOINTLY, COMPARATIVLEY OR CONCURRENTLY NEGLIGENT OR OTHERWISE STRICTLY LIABLE. To the extent permitted by applicable law, any statutory or common law remedies, which are inconsistent with the provisions of the foregoing indemnity and waiver, are waived by the Applicant. This indemnity and release provision shall survive the termination or expiration of this Agreement.

(13) **Key Rules and Condition After Use**

The Applicant is responsible for cleaning the Clubhouse after the event. The Clubhouse should look as good as or better than before the event. Some key rules that apply are: 1) no smoking or tobacco is ever permitted inside the Clubhouse or its restrooms, 2) no food must be left on the premises or in the refrigerator, 3) no trash must be left, Applicant must take it home to put it out for disposal, 4) kitchen and bathroom appliances, counters, sinks, floors and toilets must be cleaned, 5) floors must be swept or vacuumed thoroughly to remove all debris, and 6) doors must be locked after Applicant leaves.

Failure to leave the Clubhouse in acceptable condition may result in a forfeiture of part or all of Applicant's Security Deposit. The Applicant agrees in advance to accept the determination of any HOA Board Member or designated inspector as to whether Applicant caused the violation provided that an inspection was done within 24 hours after the end of the Applicant reserved time, or prior to providing a key to the next user, whichever occurs earlier. Inspections shall be accomplished at the inspector's convenience and it is not necessary that the Applicant be present.

<u>Inspection Checklist for Pre & Post Inspection:</u>	Pre	Post
Food Items Removed	_____	_____
Trash & Decorations Removed	_____	_____
Counters, Sinks, Floors & Toilet Cleaned	_____	_____
Kitchen Cleaned	_____	_____
Floor Swept or Vacuumed	_____	_____
Table & Chairs Cleaned & Neatly Placed Back in Closet	_____	_____
Windows Closed & Shades Drawn (if applicable)	_____	_____
Doors Locked	_____	_____
Damage/Marring of any item noted (wall, décor, shades, fans...)	_____	_____
Lights turned off	_____	_____

(Note: The above is not necessarily a complete list but is provided for the convenience of the Applicant.)

If damage occurs, repairs will be deducted from the security deposit. If the repair exceeds the amount of the deposit, the applicant agrees to pay the additional cost for said repairs and cleaning. Anything in excess of the deposit will be added to the applicant's annual assessment fee.

(14) **Miscellaneous**

Noise must be kept to a minimum in consideration of other residents. Applicant is responsible for returning any keys provided in connection with this Agreement and Applicant acknowledges and agrees that if Applicant does not return such keys as set forth herein, the HOA may replace the corresponding locks and keys at Applicant's sole expense. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties to this Agreement are performable in Fort Bend County, Texas. In the event the HOA is compelled to retain the services of an attorney to enforce any of the provisions of or collect any sums due under this Agreement, the HOA shall be entitled to recover such attorneys' fees from the Applicant. This Agreement shall not be assigned by the Applicant for any reason and any such

assignment is void and of no legal effect. The rights and obligations of this Agreement shall survive the termination of the rental period and this Agreement. Any notice, tender, or delivery to be given by either party to the other under this Agreement shall be sufficient in writing and sent via hand delivery or by registered or certified mail, postage paid, return receipt requested, and shall be deemed received the earlier of actual receipt, or deposit in the United States mail. If to Applicant, notices shall be sent to Applicant's address herein and if to the HOA, notices shall be sent to Graham Management, 2825 Wilcrest Dr. #600, Houston, TX 77042. This Agreement is binding upon the Applicant and Applicant's heirs, executors, administrators, legal representatives, successors, and assigns (when permitted by the HOA). If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability of any one provision does not affect any other provision of this Agreement, and this Agreement shall be construed does not affect any other provision of this Agreement, and this Agreement shall be construed as if such illegal, or unenforceable provision was never in the Agreement. This Agreement is the only agreement between the parties and supersedes any prior written or oral understanding between the parties about rental of the Clubhouse. All of the rights, duties and obligations of the parties are completely and fully set forth in this Agreement.

(15) **Important Notes**

After the event is concluded, the Applicant should: (i) set the thermostat in the Clubhouse at 90°F, except in the winter months, when the thermostat should be set at 60°F; and (ii) turn off all lights, The HOA does not guarantee the usability of the kitchen appliances.

(16) **Homeowner Insurance**

For each clubhouse rental the Association requires a copy of your homeowner's insurance policy in the event there is damage to the facility that exceeds your deposit for the facility.

KING LAKES CLUBHOUSE

The Applicant by signing below certifies that he/she has read and understood the King Lakes' Clubhouse Policy and Agreement above, and agrees to abide by those terms as set forth.

Applicant (Signature)

Date

Drivers License

Please return this completed agreement along with payment and deposit checks to:

KING LAKES CLUBHOUSE RENTAL
2825 Wilcrest Dr. #600
Houston, TX 77042

Clubhouse Users

You are responsible for Cleaning the Clubhouse after use. The Homeowner's Association does not employ a regular cleaning service.

Leave the Clubhouse in as good as or better condition than when you came.

A few simple rules-

- (1) No Smoking or tobacco use is ever allowed inside the Clubhouse or its restrooms.**
- (2) No food must be left on the premises – take it all home.**
- (3) No Trash must be left – you have to take it home with you in a garbage bag.**
- (4) Kitchen & Bathrooms – appliances, counters, sinks, floors & toilets must be cleaned.**
- (5) Carpet must be swept or vacuumed thoroughly to remove all debris.**
- (6) Tables and Chairs must be cleaned.**
- (7) Doors & Iron Gate must be locked after you leave.**
- (8) All events must end by 11:00 P.M.**

Failure to comply with any one rule may result in \$50 (minimum) being taken from your Security Deposit.

Kitchen Appliances:

Turn off all kitchen appliances after use and clean before leaving.

Air Conditioning:

When Clubhouse is not in use, set the thermostat 90°F, except in winter months, when the thermostat should be set at 60°F.

Lights:

Turn off lights when Clubhouse is not in use.

Lock: Lock door by pressing the “Schlage” button on the keypad.

Please report any damage or problems to Graham Management: 713-334-8000.