

# Association of Lost Creek Owners Usage Agreement

User:		
Community Name:		
Address of User:		
Home Phone:	Work Phone:	
Cell Phone:	Email Address:	
Usage Date:	Arrival Time:	Departure Time:
Description of event:	Number of Attendees (up to 55):	
Refundable Security Deposit Rcvd	Non Refundable Rental Fee Rcvd	
Security Deposit and Usage fee are due at time of reservation. Usage fee is due 10 days in advance of event.		
<i>Check or money order payable to Association of Lost Creek (Cash/Card not accepted)</i>		
Protection of Premises-. Events with alcohol require a Peace Officer be present. Security must be an official peace officer that is dressed in uniform and cannot be an invited guest. Security will be scheduled by the Homeowner.		
\$200/day rental fee _____	\$100 Deposit _____	Pictures of cleaned clubhouse submitted to <a href="mailto:Brandys@crest-management.com">Brandys@crest-management.com</a>

## 1. USAGE

Association of Lost Creek Owners agrees to allow the person listed above to use the Association's facilities located at **21511 ½ Sierra Bend** together with the fixtures and contents therein, kitchen, sidewalks and parking lots on the date and in the times listed above for the purpose described above.

## 2. ATTENDANT FEE, USAGE FEE AND DEPOSIT

User agrees to pay the Association a non-refundable Usage Fee as listed above for the Access Period specified. The Attendant is responsible for coordinating building issues only, such as: accessibility, building electronics, temperature regulation, opening/locking doors for events and making sure the rented space is returned to an orderly manner. Attendant is required for the entire duration of the event and will have the authority to suspend usage. Payment is due a minimum of 30 days in advance.

## 3. SECURITY DEPOSIT

User agrees to pay the Association a refundable Security Deposit. Both the Usage Fee and Security Deposit will be submitted on separate checks made payable to *Summerwood Community Association Inc.* The Security Deposit shall be made by User only. Payments must be submitted a minimum of two weeks in advance. When the Usage Fee, Security Deposit and Attendant Fee are received the reservation will be confirmed. *The security deposit will be forfeited if the facility is damaged, additional cleaning is needed, or the event goes over the scheduled time.*

## 4. ACCESS PERIOD

Access period includes all set-up and clean-up time. The doors will be unlocked at the arrival time. The Premises must be cleaned and vacated by the end time stated or the entire security deposit will be forfeited.

## 5. INSPECTION PRIOR TO USE

Both the User and the Attendant will inspect the Premises at the beginning and end of the Access Period indicated in this Use Agreement. Both parties will note damages and the condition of the Premises. User hereby certifies to the Association that User has inspected the Premises and it is expressly agreed that the Premises are accepted by the User in its "AS-IS", "WHERE-IS" condition. "WITH ALL FAULTS". ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES REGARDING PREMISES, EXPRESS OR IMPLIED, ARE GIVEN BY THE ASSOCIATION. AND USER WAIVES AND DISCLAIMS ALL OF THE SAME

(INCLUDING WITHOUT LIMITATION AND WARRANTY OF SUITABILITY, HABITABILITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

## 6. USE RESTRICTIONS

- a) User must be at least twenty-one (21) years of age and will present photo identification as proof of age and residency. **Initial** \_\_\_\_\_
- b) User must always remain on Premises during the function. **Initial** \_\_\_\_\_
- c) User agrees to take full responsibility and be liable for all actions of self and guests including any damage caused to Association property during the function. **Initial** \_\_\_\_\_
- d) The maximum number of guests permitted during the function is 55. **Initial** \_\_\_\_\_
- e) User agrees that nothing shall be attached or suspended from any part of the walls, ceilings, wooden beams or furniture (including tape, staples and other items). **Initial** \_\_\_\_\_
- f) User will not use "Silly String" or other oil-based products in the Premises. **Initial** \_\_\_\_\_
- g) User agrees to completely remove all decorations, including but not limited to; glitter, confetti and streamers from the Premises. **Initial** \_\_\_\_\_
- h) User agrees to take down any balloons from the ceiling to avoid damage to ceiling fans. **Initial** \_\_\_\_\_
- i) User agrees to remove all trash from the Premises at the completion of the function. **Initial** \_\_\_\_\_
- j) Plants, furniture, and other "permanent" decorations may not be moved or used outside of rental rooms, hallways or patios. **Initial** \_\_\_\_\_
- k) Smoking is always prohibited in all areas of the Premises. **Initial** \_\_\_\_\_
- l) Pets are always prohibited in all interior areas of the Premises. **Initial** \_\_\_\_\_
- m) The presence of alcoholic beverages must be indicated during the reservation process. Any event with alcohol not previously coordinated will be stopped and will result in the loss of deposit. Alcohol may only be consumed by persons over the age of twenty-one (21). **Initial** \_\_\_\_\_
- n) User agrees to pay for any and all unauthorized use of the telephone during the Access Period. This includes calls to local and long distance "hotlines" that charge for connect time or by the minute. **Initial** \_\_\_\_\_
- o) User agrees that no fees, admissions or cover charges of any nature shall be charged or collected from his/her attendees as a pre-requisite or condition of entering the Premises. **Initial** \_\_\_\_\_
- p) User agrees to comply with all Municipal, State and Federal laws, statutes, ordinances, rules and regulations; all rules and regulations of the Association; and all orders of the Board of Health or other authorities affecting the use of the Premises. **Initial** \_\_\_\_\_
- q) User agrees not to have on the Premises any articles or things of dangerous, inflammable, or explosive character that might increase the chance of eruption of fire on the Premises, or that ordinarily would be considered "hazardous" or "extra hazardous" by any responsible insurance company. User agrees not to have on the Premises firearms of any type other than those carried by Peace Officers. **Initial** \_\_\_\_\_
- r) The User and the person making this reservation acknowledge that he/she has received a copy of the Club Lost Creek Usage Agreement and the Club Summerwood Usage Policy. **Initial** \_\_\_\_\_
- s) Tables and chairs will be available for use. The User agrees to return tables and chairs to previously placed spots and clean off tables and chairs. **Initial** \_\_\_\_\_
- t) The Association agrees to provide use of the Premises for the specified period as long as the User is in compliance with the rules governing the use of the Premises. **Initial** \_\_\_\_\_

## 7. INDEMNIFICATION

User assumes all risk of all loss or damage to all materials, equipment or other property of User or the Association and the Association shall have no obligation, responsibility, or liability with respect thereto.

The Association and the User agree that the Association will not be liable to User or any other party for any injury to any person using the Premises. User shall defend, indemnify and hold harmless the Association, Board of Directors of the Association, and their agents, representatives, officers, directors, members, and contractors from and against any and all claims, actions, audits, damages, demands, losses, costs, expenses, and disbursements, including court costs and attorney fees, resulting from any injuries to or death of any person or damage to any property (including, without limitation, damage to the Premises by User or any other real or personal property owned by the Association or within the Lost Creek Subdivision) arising out of, relating to or in connection with the rental or use of the Premises by User, the failure of user to perform any of its obligations hereunder, or the negligence of willful actions of User and user guests, invitees or others at the Premises or the Lost Creek Subdivision in connection with User's rental of the Premises, even if caused or alleged to be caused by the sole, joint, comparative, concurrent negligence or fault of the Association, and even if any such claim, cause of action or suit is based upon or alleged to be based upon strict liability of the Association. This indemnity and release provision is intended to indemnify and release the Association against the consequences of its own negligence or fault as provided above when the Association is solely, jointly, comparatively, 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 provision of the foregoing indemnity and waiver are waived by User. This indemnity and release provision shall survive the termination or expiration of the Agreement.

The Association agrees to use its best efforts to make the Premises available during the Access Period. The User agrees that the Association shall not be liable for damages by reason of non-availability of the Premises caused by events outside of the Association's control or in the event this agreement is canceled or terminated by the Association for cause.

#### 8. CLEANING

User shall clean the Premises immediately after use. User agrees to leave the Premises in a clean and orderly condition at the expiration of the Access Period. All trash must be collected and removed from the Premises. If the Premises (during inspection) are found damaged or not returned to the condition they were in before the private use, it may result in a forfeiture of 100% of the Security Deposit.

#### 9. SECURITY DEPOSIT

The Association will hold the Security Deposit. User authorizes the Association to apply the Security Deposit to charges and any other expenses or charges stipulated herein to be the responsibility of the User. The Association's representative will inspect the Premises after the Access Period, to determine if the security deposit will be returned or applied in its entirety to cover necessary repairs, cleaning, or charge associated with any city response fee due to a false alarm. The security deposit will be forfeited if ***the event goes over the scheduled time.***

#### 10. DAMAGE

User agrees to be responsible and liable for any and all damages to the Premises or additional cleaning needed that is found immediately after the Access Period. The liability of the User is not limited by the amount of the Security Deposit provided.

#### 11. UNPAID COSTS AND CHARGES

User will be invoiced for any costs or charges in excess of the Security Deposit. User agrees to pay said invoice within ten (10) days from receipt of the invoice. If payment is not received within this time, the Association may proceed with legal action to collect payment and User agrees to bear the cost of such action, including but not limited to, reasonable attorney fees and court costs.

#### 12. CANCELLATION

If User cancels with notice of at least 10 days, the Security Deposit and the Usage Fee will be refunded. The Base Rental Fee is Non-Refundable. Cancellation with no notice or less than 10 days of notice will also forfeit the Security Deposit. Cancellations must be in writing (email) and sent to community manager Brandy at [brandys@crest-management.com](mailto:brandys@crest-management.com).

#### 13. EFFECT OF NON-COMPLIANCE

Failure to comply with the terms of this agreement and any rules and regulations of the facilities may result in suspension of your right to use the amenities. You have a right to a hearing in front of the Board of Directors in the event of a suspension. If you desire a hearing, written notice of your request must be submitted to the management company. Upon receipt of your written request, you will be furnished with notice of the date, time, and place of the hearing.

#### 14. MISCELLANEOUS

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 Harris County, Texas. In the event the Association is compelled to retain the services of an attorney to enforce any of the provision of or collect any sums due under this Agreement, the Association shall be entitled to recover such attorney's fees from user. This Agreement shall not be assigned by User for any reason and any such assignment is void and of no legal effect. The Rights and obligations of the Agreement shall survive the termination of the Access Period and this Agreement. Any notice, tender or delivery to be given by either party to the other under this Agreement shall be sufficient if 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 User, notices shall be sent to User's address herein and if to the Association, notices shall be sent to Crest Management, 17171 Park Row, Suite 310, Houston, TX 77084. This agreement is binding upon User and User's heirs, executors, administrators, legal representatives, successors, and assigns (when permitted by the Association). If any one or more of the provisions of the 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 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 Premises. All the rights, duties and obligations of the parties are completely and fully set forth in this Agreement.

User Signature

Association of Lost Creek Owners, Inc. Representative

Printed Name

Printed Name

Completed Agreement and required checks may be delivered to Crest Management Company during the office hours of 8:30 a.m. to 5:00 p.m. Monday through Friday

**Below Is for Office Use Only**

**ALL FEES DUE 30 DAYS PRIOR TO EVENT OR RESERVATION WILL BE CANCELLED**

	Amount Due	Due Date	Amount Received	Date Received	Check/ M.O. No.	Other Notes/ Comments
Base Rental Fee	\$200/day	10 days ahead				ID#:
Usage (hourly) Fee	None					
Security Deposit	\$100					Return Date:
Peace Officer Required? <input type="checkbox"/> No <input type="checkbox"/> Yes	Only if alcohol will be consumed.					

## Lost Creek Clubhouse Checklist

Security deposits are refundable if the following conditions are met:

1. The room and adjacent facility (including outside) are left in a clean and orderly manner.
2. Use of the room does not exceed the scheduled time (before or after scheduled event)
3. All equipment is accounted for and undamaged.
4. Damage to the building has not occurred.

Table and chair carts are available to assist in moving the furniture. **DO NOT DRAG TABLES AND/OR CHAIRS ACROSS THE FLOORS.** *Damage that occurs to the floor is the responsibility of the User.* NOTE: Tables and chairs that are provided by SCA are **not allowed outside the facility. Be certain that all table legs are locked prior to use.**

Furniture must be returned to its original setup after your function. If damaged, a fee will be deducted from your security deposit. Your event must be contained in the space reserved and may not run over the capacity limits.

Upon arrival to the clubhouse, please note any pre-existing room condition so that you are not held accountable for it. Please email time stamped and dated photos of any noted conditions to community manager Brandy at [brandys@crest-management.com](mailto:brandys@crest-management.com) before you set up anything for your event.

All items must be removed at the conclusion of the rental event. Lost Creek is not responsible for any items left in the building at the conclusion of your event. This includes items left by caterers or rental service companies.

The homeowner is responsible for cleaning the facility in accordance with the *Lost Creek Rental Clean-Up Checklist*. User is to provide own cleaning supplies and materials. To help ensure the return of your security deposit, please have the staff person complete a post-event inspection at the conclusion of the rental.

Failure to follow the *Lost Creek Rental Clean-Up Checklist* may result in forfeiture of the security deposit and additional charges and could also result in denial of future rental usage. Any cleaning and/or repairs that require staff time and/or materials will result in additional rental fees and staff/material costs deducted from the security deposit and/or charged to the homeowner.

If you exceed the time reserved, you will be charged for the additional time and/or it may be deducted from the security deposit.

## ***LOST CREEK RENTAL CLEAN-UP CHECKLIST***

### **GREAT ROOM**

- Chairs stacked neatly and returned to storage
- Tables cleaned and returned to storage
- All decorations removed
- Floors cleaned (swept *and* mopped if required)
- Trash receptacles emptied and removed from Premises
- Furniture returned to proper place
- Furniture and counters cleaned
- Return any equipment used to staff

### **KITCHEN AREAS**

- All decorations removed
- Countertops and Floors cleaned (swept *and* mopped if required)
- Microwave, oven, stove and sinks cleaned out
- All trash removed

### **HALLWAYS, PATIOS, RESTROOMS, ETC.**

- Floors cleaned (swept *and* mopped if required)
- Trash receptacles emptied, and trash removed from Premises

Any damage, unreturned equipment, unclean areas, or additional time may result in forfeiture of your security deposit and/or denial of future rental use.

