

Dear Resident:

Pursuant to your request, enclosed is the Agreement for The Commonwealth Civic Association, Inc.'s Recreational Facility. Please note that the Recreational Facility is available for lease only to owners of property under the jurisdiction of The Commonwealth Civic Association, Inc. Reservations are allowed to be made no more than 12 months in advance. Please read the Agreement carefully, sign where indicated, and return the following to management company :

- 1) Signed Agreement.
- 2) \$200.00 Security Deposit made payable to The Commonwealth Civic Association, Inc. The Security Deposit will be deposited into an Association bank account at the discretion of the Association's Board of Directors. If not deposited, the Security Deposit will be returned to the Resident in its original form. The Security Deposit must be received by Crest Management at least ten business days before your Event.
- 3) \$200.00 Rental Fee made payable to The Commonwealth Civic Association, Inc. The Rental Fee must be received by Crest Management at least ten business days before your Event.
- 4) If applicable, a copy of the Security Agreement as required under the Recreational Facility Guidelines.

The Security Deposit and Rental Fee must be paid in two (2) separate checks or money orders. Cash will not be accepted for either payment.

The Recreational Facility is available for rent on a first-come-first-served basis. Reservations are not finalized until all of the above items are in the possession of the Association.

Renting of the Recreational Facility **DOES NOT** include access to or rental of the pool. The pool is not available to reserve for pool parties during open pool operating hours. Pool parties can only be booked through the current pool company. If the current pool company cannot accommodate your event then you cannot have access to the pool area including the deck.

Should you have any questions, please feel free to call Ronald with Crest Management at (281) 945-4663.

**AGREEMENT FOR USE OF
THE COMMONWEALTH CIVIC ASSOCIATION, INC. RECREATIONAL FACILITY**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The assessment account for the property of the owner/resident entering into this Agreement must have a zero balance in order to rent the Recreational Facility. The property of the owner/resident entering into this Agreement must have no outstanding deed restriction violations as alleged by the Association.

The owner/resident entering into this Agreement must present a valid unexpired State of Texas issued driver's licensed or identification card showing their address in The Commonwealth Civic Association, Inc. in order to rent the Recreational Facility.

This Agreement For Use of The Commonwealth Civic Association, Inc. Recreational Facility (the "Agreement") is between The Commonwealth Civic Association, Inc., a Texas Non-Profit Corporation (the "Association"), and _____ (the "Resident") and concerns the use of The Commonwealth Civic Association, Inc.'s "Recreational Facility" located at adress.

TERMS AND PROVISIONS

PARTIES: The Association is the owner of the Recreational Facility and the Resident is the owner of the property at _____ who desires to use the Recreational Facility for a private function.

Your Cell phone number (required): _____

Your Alternate phone number: _____

Your Email (required): _____

ASSOCIATION RENTAL CONTACT PERSON: Your Association Rental Contact Person's contact information is:

For contract questions, date availability and final booking of your event:
Ronald/Crest Management
P.O. Box 219320
Houston, TX 77218-9320
(281) 579-0761
Ronald@Crest-Management.com

For access prior to and the day of your event as well as the pre and post event walkthrough of the facility please contact: _____

TERM: Your rental will begin at _____ AM/PM on _____ (date), ending at _____ AM/PM on _____ (date) (the "Event"). The time frame for the Event MUST include setup and cleanup time. For the consideration of homeowners, all evening functions must be concluded and the Recreational Facility cleaned and vacated by 12:00 PM. The Event (not including set up time) will begin at _____ AM/PM.

NUMBER OF PERSONS: Resident understands that the maximum guests allowed to use the Recreational Facility under this Agreement is sixty (60) persons (including minors). You may not exceed the maximum number of persons at any time during the Event.

RENTAL FEE: In exchange for use of the Recreational Facility, the Resident agrees to pay a non-refundable fee of \$200.00. The Rental Fee must be received by Crest Management at least ten business days before your Event. Resident is not entitled to any refund of this non-refundable fee except as provided by the Cancellation provision below. In the event that you occupy the Recreational Facility past the end time of your Event or past 12:00 PM if an evening function, you agree to pay \$100.00 per hour for any portion of each additional half hour in which you occupy the Recreational Facility. Any overage fee may be deducted from the Security Deposit.

SECURITY DEPOSIT/DAMAGE & CLEANING COSTS: Resident agrees to pay a security deposit of \$200.00. **The Security Deposit is due at the same time the reservation is booked and must be made payable to "The Commonwealth Civic Association, Inc." by separate check or money order.** The Security Deposit may be deposited into an Association bank account at the discretion of the Association's Board of Directors ("Board"). If not deposited, the Security Deposit will be returned to the Resident in its original form subject to any deduction as discussed in this Agreement. The Security Deposit must be received by Crest Management at least ten business days before your Event. Damage to the Recreational Facility or any Association property during an Event will be repaired at the Recreational Facility manager's discretion and direction.

The Board (or its designated representative) has the sole and absolute discretion to determine if damage to the Recreational Facility has occurred or if additional cleaning of the Recreational Facility after your Event is necessary. Any damage repair or cleaning expense incurred by the Association will be deducted from the Security Deposit amount and the remainder of the Security Deposit, if any, will be refunded to Resident. In the event the Association perform repairs to damage or had additional cleaning performed as a result of your Event, the contractor to perform such repairs will be determined in the sole and absolute discretion of the Board. If damage or cleaning expenses exceed the Security Deposit, an invoice for the difference will be sent to Resident by certified mail listing all expenses and requesting payment.

By signing this Agreement, Resident agrees and stipulates to pay any damage repair cost or additional cleaning costs not covered by the Security Deposit with thirty days of the date the Association mails the excess damage invoice and, if such invoice is not paid within thirty days of the date it is mailed, Resident agrees and stipulates that the Association shall put the amount of the invoice, plus a \$50.00 administrative fee, on the assessment account of Resident's property where it will remain until paid in full.

In the event that you incur any other charge or penalty as a result of a violation of any provision of this Agreement (including any term or provision of Exhibit A), such charge or penalty will be deducted from your Security Deposit. Any such charge or penalty that cannot be deducted from your Security Deposit that is not paid within thirty days of the date demand for payment of such charge or penalty is mailed, Resident agrees and stipulates that the Association shall put the amount of the charge or penalty on the assessment account of Resident's property where it will remain until paid in full.

WALK THROUGH: Resident shall be available for a walk-through before and after the Event to document any and all damages or other issues with the Recreational Facility. All pre-Event existing damages or other issues, if any, shall be noted on the Cleaning Checklist attached as Exhibit A prior to the Event. Resident will be responsible for the cost of repairing any damages or other issues that are not noted on Exhibit A.

THIRD PARTY RENTALS: Third party rentals are not permitted. Resident is not allowed to rent for a person(s) who does not own property under the jurisdiction of the Association. Any breach of this provision may result in forfeiture of the Rental Fee, the Security Deposit, and immediate cancellation of the Event in the sole and absolute discretion of the Association's Board of Directors or its designated representative.

RECREATIONAL FACILITY GUIDELINES:

- A) **Resident shall not violate the Number of Persons limitation referenced above.** There must be at least one person over the age of twenty-five (25) years of age for every ten persons who are twenty-five (25) years of age or younger at an Event.
- B) The consumption of alcohol of any person under twenty-one years of age in the Recreational Facility or on the Recreational Facility grounds is strictly prohibited.
- C) If alcohol will be served at the Event, it is mandatory for Resident to hire a law enforcement officer at Resident's expense to remain onsite at the Recreational Facility for the duration of the Event. The law enforcement officer must remain on site until the end time of the Event. ***A SIGNED copy of the law enforcement agreement ("Security Agreement") must be returned to the Recreational Facility staff at least three business days prior to the Event.*** Resident shall comply with all applicable laws regarding the service and consumption of alcohol. A private security company is not a "law enforcement officer" as contemplated by this Agreement.
- D) Excessive noise and/or rowdy or unruly behavior will not be tolerated. Resident shall comply with all noise and nuisance provisions as set forth by the Association and by any applicable governmental authority. In the event that Resident fails to comply and/or maintain the volume so as to not disrupt the peace or quiet enjoyment of the neighbors, either law enforcement, the Board, any individual member of the Board (or its designated representative), or the property manager, or property company management staff have the full authority to shut the Event down immediately with no refund of the Rental Fee.
- E) NO SMOKING IS ALLOWED IN THE RECREATIONAL FACILITY!
- F) No animals are allowed in the Recreational Facility except those as may be allowed by law.
- G) Resident shall not bring or keep anything in the Recreational Facility that is dangerous, flammable, explosive or might increase the danger of fire or any other hazard. The Recreational Facility staff or any member of the Board has the sole and absolute discretion to determine what constitutes a violation of this provision.
- H) Resident must be present at the Event for the duration of the Event.
- I) The fireplace in the Residential Facility is for decorative only and shall not be operated.
- J) All emergency exit doors must remain unlocked and shall not be blocked at any time during your Event.
- K) Additional chairs and tables are available in the storage room. These items are to be returned to the storage room at the end of your Event.
- L) Two fire extinguishers are available for emergencies. One is located to the right of the restroom door. The other one is located in the kitchen on the left wall as you enter the kitchen. A first aid kit is available in the kitchen pantry area. Resident will notify the Rental Contact Person if a fire extinguisher or the first aid kit is used during the Event.

M) A violation of (A) through (J) above, or of any one of them, may result in: (i) immediate cancellation of the Event at the sole and absolute discretion of the Board or its designated representative; and/or (ii) a penalty of \$150.00 being assessed against Resident. In the event of cancellation under this provision, Resident and all guests/invitees must vacate the Recreational Facility immediately and Resident will forfeit the Rental Fee.

ADDITIONAL RESIDENT RESPONSIBILITIES:

A) You must coordinate with your Association Rental Contact Person regarding access to the Recreational Facility on the date of your Event and how to lock the Recreational Facility if instructed to do so by your Association Rental Contact Person. Resident is responsible for subsequent damage and/or theft as a result of failure to secure the Recreational Facility in accordance with instructions provided by your Association Rental Contact Person.

B) Rental of the Recreational Facility includes the use of the following equipment that is owned by the Association:

All Association property should be returned to the location in which you found it at the end of your Event. Unless otherwise agreed to in writing by the Association, all Association property must remain inside the Recreational Facility.

C) Resident is responsible for cleanup of the Recreational Facility after the Event. A Cleaning and Departure Checklist is attached for you as Exhibit A. A cleanup service can be arranged for an additional fee. Decorations must be taken down at the end of the Event and the wall should be left in pre-rental condition. No adhesive tape is allowed on any surfaces. No punctures in the walls are allowed. Resident will be financially responsible for any furniture damaged during the Event due to negligence or abuse. Report any damage to the community manager or Rental Contact Person immediately. At any time during Resident's use of the Recreational Facility, any member of the Association's Board of Directors, any personnel of the Association, any representative of the Association's management company, or any other person(s) designated by the Board may enter the Recreational Facility to inspect the Recreational Facility and/or observe the Event.

D) Resident must completely remove all trash from the Recreational Facility resulting from the Event. Trash shall not be left outside the Recreational Facility or on the curb. If the Association incurs a cost to remove trash left behind either inside or outside of the Recreational Facility after your Event, you will be charged a penalty \$150.00, which penalty will be deducted from your Security Deposit.

E) PERSONAL BELONGINGS: Resident shall remove all personal property at the end of the Event. The Association is not responsible for any personal belongings or items left behind by Resident or a guest. Any property left behind shall become the property of Association and may be disposed of accordingly.

CONDITION OF RECREATIONAL FACILITY: Upon reserving the Recreational Facility, Resident accepts the property, furniture and appliances in their current condition. Upon expiration of the Term, the Association expects the condition of the Recreational Facility to be returned to the condition in which it was received.

COMPLIANCE WITH LAWS: Resident shall obey all applicable laws, restrictions, ordinances, rules and regulations with respect to the Recreational Facility. A violation of this provision may result in immediate cancellation of the Event at the sole and absolute discretion of the Board or its designated representative. Your Rental Fee will be forfeited if your Event is cancelled under this provision.

REPAIRS AND MAINTENANCE: Resident shall be responsible for and shall bear all expense of repairing, replacing and maintaining all damage to the Recreational Facility including but not limited to grounds, trees, shrubs, appliances, furniture, doors, walls, windows, screens, porch and ceilings resulting from Resident's use of the Recreational Facility. The Association may, at its discretion, repair any damage to the Recreational Facility caused directly or indirectly by the acts or omissions of the Resident or the guest(s) and invitees of Resident. The repair or replacement of such damage may, at the discretion of the Association be commenced immediately and completed with no unreasonable delay and no notice to the Resident. Resident shall be responsible for reimbursing the Association for all amounts incurred by the Association in repairing damage to the Recreational Facility resulting from Resident's rental of the Recreational Facility.

INDEMNIFICATION AND HOLD HARMLESS:

RESIDENT AGREES TO INDEMNIFY AND HOLD THE ASSOCIATION AND THE ASSOCIATION'S BOARD OF DIRECTORS, OFFICERS, COMMITTEE CHAIRPERSONS, COMMITTEE MEMBERS, AGENTS, MANAGEMENT COMPANY(S), PROPERTY MANAGER(S), ATTORNEYS, EMPLOYEES, SERVANTS, SUCCESSORS OR ASSIGNS (COLLECTIVELY REFERRED TO AS THE "RELEASED PARTIES") HARMLESS FROM LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS (WHICH COST INCLUDE, BUT ARE NOT LIMITED TO, ATTORNEY FEES, COURT COSTS, COST OF DEFENSE AND

SETTLEMENT COSTS) FOR OR ARISING OUT OF: (1) THIS AGREEMENT; (2) ANY DAMAGE, INJURY, SICKNESS OR DEATH CAUSED TO OTHERS BY OR RELATED TO RESIDENT'S USE OF THE RECREATIONAL FACILITY; OR (3) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO RESIDENT'S USE OF THE RECREATIONAL FACILITY.

RESIDENT UNDERSTANDS, ACKNOWLEDGES AND STIPULATES THAT RESIDENT IS INDEMNIFYING AND HOLDING THE RELEASED PARTIES HARMLESS FOR ANY INJURY OR DAMAGE THAT OCCURS DURING RESIDENT'S USE OF THE RECREATIONAL FACILITY.

RESIDENT UNDERSTANDS, ACKNOWLEDGES AND STIPULATES THAT THIS INDEMNITY AGREEMENT INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.

TERMINATION: This Agreement shall terminate upon expiration of the Term or upon Resident's default under this Agreement. Upon termination, Resident and all of Resident's guests and invitees shall vacate the Recreational Facility immediately.

ATTORNEY'S FEES: Resident agrees that he/she will be responsible for any and all legal fees and related costs incurred by Association for any legal proceeding brought under or with relation to this Agreement.

NOTICES: All notices by Association shall be in writing and effective when delivered to the Resident or to the Recreational Facility. All notices by Resident submitted as required by law shall be in writing (including email) and effective when delivered to Association's Rental Contact Person or such other representative as may be designated by the Board from time to time.

CANCELLATION: Resident agrees to notify Crest Management of a cancellation before 5:00 p.m. the day preceding the Event. If the Event is on Saturday, Sunday, or Monday, Resident agrees to notify Crest Management of the cancellation no later than 5:00 p.m. the preceding Friday. Resident agrees to pay a \$10.00 cancellation fee if notification of cancellation is made after specified time. Resident agrees to forfeit the entire Rental Fee for failure to notify Crest Management of cancellation. If the Event is cancelled timely, the cancellation fee will be deducted from the portion of the Rental Fee returned to the Resident. Cancellation must be in writing and may be made by e-mailing the Association Rental Contact Person or by sending same by certified mail, return receipt requested.

FUTURE RENTALS: Resident agrees, understands and stipulates that a violation of any term or provision of this Agreement will result in the suspension of Resident's right to use the Recreational Facility for six months.

GOVERNING LAW AND VENUE. The laws of the State of Texas shall govern this Agreement and any questions or disputes arising hereunder. Venue of any litigation of questions or disputes arising under this Agreement shall be in a state court having jurisdiction over Fort Bend County, Texas unless otherwise agreed upon by the parties.

ENTIRE AGREEMENT; SEVERABILITY: This Agreement constitutes the entire agreement between the parties. This Agreement can only be changed in a writing signed by both the Resident and Association. If any portion of this Agreement or the application thereof to any persons or circumstances should be found to be invalid by a Court, such invalidity shall not affect the remaining portions of this Agreement or application thereof which can be given effect without the invalid portion or application.

Each party to this Agreement agrees, acknowledges and stipulates that it has had the benefit of professional advice of attorneys of their own choosing and have relied solely and completely upon their own judgment, together with that professional advice.

Resident understands, acknowledges and stipulates that this Agreement is a legally binding contract. If you do not understand the exact effect of any part of the Agreement, you should consult your attorney before signing.

By my signature below, Resident agrees, acknowledges and stipulates that Resident has read, understands, and agrees to all terms and provisions of this Agreement:

By: Resident

Date

By: As the designated representative of the Association

Date