

# MORTON CREEK RANCH CLUBHOUSE RESERVATION AND USE AGREEMENT

This is an agreement between Morton Creek Ranch Master Community Association, Inc. and Resident for reservation and use of the Morton Creek Ranch Clubhouse.

*\*Access to the pool is not included in this agreement.*

## **I. RENTAL FEES**

*\*3 separate checks are required with the reservation form for the rental to be finalized.*

1. **Processing Fee:** \$75.00 payable to Crest Management
2. **Rental Fee:** \$150.00 payable to Morton Creek Ranch Master
3. **Security/Cleaning Deposit:** \$250.00 payable to Morton Creek Ranch Master

## **II. DEFINITIONS**

**Agreement** shall mean and refer to this Clubhouse Reservation and Use Agreement between the Resident and the Association.

**Resident** shall mean and refer to the person(s) identified in the Resident Reservation Form, who is the owner of record title to the lot in Morton Creek Ranch.

**Association** shall mean and refer to Morton Creek Ranch Master Community Association, Inc., a non-profit corporation.

**Management Company** shall mean and refer to Crest Management, P.O. Box 219320, Houston, Texas 77218-9320.

**Clubhouse** shall mean and refer to the Morton Creek Ranch Clubhouse located at 3011 Morton Creek Ranch Rd., Katy, Texas 77493.

**Purpose** shall mean and refer to the Renter's reason for using the designated Clubhouse during the Use Period.

**Use Period** shall mean and refer to the length of time the renter will be using the Clubhouse as specified on the Resident Reservation Form.

**Fees** shall mean and refer to the rental fee, processing fee and security deposit, as outlined above.

**Schedule of Fines** shall mean and refer to the schedule of fines attached as Exhibit "A" to this Agreement.

**Clubhouse Rules** shall mean and refer to the Association's rules for the use of the Clubhouse, as specified in this Agreement.

**Security/Cleaning Deposit** shall mean and refer to that certain deposit outlined above, which is required for use of the Clubhouse.

**Authorized Use** The Association grants Resident the right to use the Clubhouse during the Use Period. Resident represents to the Association that the Clubhouse is being used for the personal use of the Resident and **not for use by a non-renting party, not with the intention of gaining personal income, not for religious purposes and not for political purposes.** Resident agrees to forfeit the Security/Cleaning Deposit if someone other than the Resident uses the Clubhouse.

### **III. SECURITY/CLEANING DEPOSIT AND INSPECTION**

**Security/Cleaning Deposit.** The Security Deposit may be in the form of a personal check if remitted and received by the Management Company at least ten (10) business days prior to the Use Period. Otherwise, the Security Deposit must be paid by Cashier's Check. **The Association will not accept cash.** The Security Deposit will be returned to the Resident in full provided that: (a) there is no damage to any portion of the Clubhouse resulting from, attributable to, arising out of, or related to the use by Resident, Resident's invitees, employees, contractors or subcontractors; (b) there is no need for additional cleaning resulting from, attributable to, arising out of, or related to the use by Resident, Resident's invitees, employees, contractors or subcontractors; and (c) there are no unacceptable areas found at the post-event inspection by the Association. If there is any damage, additional cleaning required or unacceptable areas found, then the Security Deposit will be applied against the cost of repairs/cleaning, if any, plus the amount shown in the Schedule of Fines for any unacceptable areas. **If more than 50% of the deposit is kept for damage or fines, the Association reserves the right to deny reservation privileges in the future and/or to increase the amount of the security deposit.** It is the responsibility of the Resident, prior to the beginning of the Use Period, to report to the Management Company any pre-existing damage or condition in, or about, the Clubhouse, which the Resident considers unacceptable. Failure to report any pre-existing damage or condition shall constitute acceptance by the Resident of the condition (including any pre-existing conditions) of the Clubhouse for the Resident's intended Purpose.

**Inspection.** The Management Company or other authorized representative(s) of the Association will inspect the Clubhouse. The purpose of the inspection will be to determine if the Clubhouse requires any repair or replacement of any items damaged during the Use Period. The Resident agrees that if, in the sole judgment of the Association, the Clubhouse needs to be cleaned, repaired or any damaged items need to be repaired/replaced, the Association may immediately repair or replace the items in the Clubhouse and collect from Resident the expenses incurred by the Association. If the cleaning, repair or replacement cost or any fine exceeds the amount of the Security/Cleaning Deposit, Resident agrees to pay such additional costs or fines within thirty (30) days from the date of written notice from the Association stating the amount due.

### **IV. RENTAL CONFIRMATION**

Your rental is NOT CONFIRMED until the signed contract and all fees are received at the offices of Crest Management. Faxed/Emailed copies of rental fees are not permitted and cannot secure your reservation.

### **V. INDEMNITY**

Resident assumes complete and sole responsibility and liability for any and all injury or death to person(s), or damage to property, real or personal, during the Use Period. Resident agrees to indemnify and hold harmless the Association, its Officers, Directors, employees and/or Agents from any and all losses, damages, claims, demands, actions, suits, or proceedings made against the Association, its' Officers, Directors, employees and/or Agents arising out of or in any way related to the use of the Clubhouse by Resident, Resident's invitees, employees, contractors or subcontractors, provided that this shall not obligate Resident to any liability for gross negligence or willful misconduct of the Association or its' authorized Agents. This indemnity shall also include all sums payable or paid by the Association for legal fees or court costs. The selection of legal counsel shall be within the sole and absolute discretion of the Association.

## VI. MISCELLANEOUS

**Governing Law.** This Agreement shall be construed under, and in accordance with, the laws of the State of Texas and all obligations of the parties created hereunder are performable in Harris County, Texas.

**Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. If there is more than one Resident, they shall be bound jointly and severally by the terms, covenants and agreements herein.

**Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if the invalid, illegal or unenforceable provisions had never been contained herein.

**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.

**Entire Agreement.** This Agreement and all exhibits and attachments hereto constitute the sole and only agreement of the parties and supersede any prior understandings, or written or oral agreements, between the parties with respect to the use of the Clubhouse.

### **MORTON CREEK RANCH CLUBHOUSE RULES FOR PRIVATE RENTALS**

1. The reservation and cost for the Clubhouse are separate and apart from the reservation for use of the pool. Access to the pool during the Use Period is not permitted and no one is permitted in the Clubhouse in wet bathing suits or without shoes or shirts.
2. The hours of operation for the Clubhouse are 9:00 a.m. to 9:00 p.m.
3. Events with people under 25 years of age must have adequate adult supervision. Adequate adult supervision is a person 25 years of age or older in the Clubhouse, per the following ratio;
  - i. 1-20 people at least 2 supervising adults
  - ii. 21-40 people at least 3 supervision adults
  - iii. 41-60 people at least 4 supervision adults
4. In the event that the Management Company determines that supervision of a police officer is needed, Resident must arrange for an officer to be present or assist with the event. A copy of the agreement must be provided to the Management Company prior to the Use Period.
5. Resident shall be responsible for cleaning prior to the expiration of the Use Period and returning all tables and chairs to the proper location. This includes, but is not limited to: wiping clean all interior surface including appliances, counter tops, etc.; sweeping/mopping, as needed; and removing trash. All trash shall be removed from the premises at the end of the event. Next day clean-up is not permitted.
6. No children shall be left unattended in the Clubhouse or surrounding area at any time.
7. No animals or pets shall be permitted in the Clubhouse at any time.

8. Non-Resident use of the Clubhouse is not permitted. Resident shall be in attendance for the duration of the Use Period and/or while the facility is open to guests and/or guests are present, with no exceptions. Resident shall be responsible for all damage done by Resident(s), tenants, guests or other parties permitted access by Resident during the Use Period.
9. Approval must be secured in writing from the Management Company for any group wishing to:
  - i. Have a live band or DJ on the premises.
  - ii. Serve alcoholic beverages on the premises. Please note that this will require uniformed police presence for the entirety of the Use Period as well as a certificate of insurance showing a minimum amount of \$1M general liability coverage with Morton Creek Ranch Master CAI named as an additional insured. The certificate must be in effect at the time of the Use Period.
  - iii. An event with over 40 persons under age 25.
10. No smoking is allowed inside the Clubhouse.
11. Crest Management shall look only to the Resident for return of key, payments and cleanup of facility.
12. The Clubhouse is reserved on a first come, first serve basis. Reservations are not finalized until the Management Company has received the completed Resident Reservation Form and all applicable fees.
13. The Clubhouse may be reserved by one group per day.
14. All decorations used during the Use Period must be temporary in nature and must not damage walls or other surfaces. All remnants of decorative items must be removed. The use of tacks, nails or staples on the walls, floors, ceiling or other surfaces is prohibited. The use of confetti or un-weighted balloons is prohibited.
15. Resident must properly close and lock exterior doors.
16. Due to the Association's not for profit status, the facility cannot be rented for religious or political groups or purposes.
17. All guests of the clubhouse must utilize the parking lot located on Oriole Sky Way. Guests are not permitted to park along any public streets, including the cul-de-sac or circular driveway at the front on the building.
18. Immediately following the Use Period, Resident must notify the Management Company of the following:
  - i. Any damage or problems with the building.
  - ii. The use of first aid kit or fire extinguisher.
  - iii. Incidents requiring medical or police attention.

**Exhibit "A"**  
**Schedule of Fines**

**\*THE SCHEDULE OF FINES IS IN ADDITION TO ANY FEE CHARGED FOR CLEANING COSTS, REPLACEMENT COSTS OR REPAIRS OF ITEMS. THE ASSOCIATION RESERVES THE RIGHT TO ASSESS FINES FOR ANY CIRCUMSTANCES NOT LISTED IN THIS SCHEDULE IN AN AMOUNT TO BE DETERMINED BY THE ASSOCIATION. \***

DESCRIPTION	YES	NO	FINE
SECURE AND LOCK EXTERIOR DOORS			\$100.00
TRASH REMOVED FROM PREMISES			\$50.00
INTERIOR SURFACES PROPERLY CLEANED			\$50.00
STAINS ON FLOORING			\$25.00
STAINS ON FURNITURE			\$25.00
FURNITURE NOT RETURNED TO PROPER LOCATION			\$25.00
MARKS ON WALLS			\$25.00
LIGHTS TURNED OFF			\$25.00
ANIMALS/PETS IN CLUBHOUSE			\$50.00
USE OUTSIDE APPROVED USE PERIOD			\$50.00
ALCOHOLIC BEVERAGES SERVED/CONSUMED			\$50.00
SMOKING INSIDE CLUBHOUSE			\$50.00
IMPROPER DISCHARGE OF FIRE EXTINGUISHER			\$25.00
DAMAGE TO WOODWORK AND/OR TRIM			\$25.00
DAMAGE TO WALLS OR DOORS			\$50.00
DAMAGE TO FURNITURE			\$50.00
DAMAGE TO APPLIANCES			\$50.00
DAMAGE TO BATHROOM FIXTURES			\$50.00
DAMAGE TO OR REMOVAL OF DECORATIVE ITEMS			\$50.00
UNAUTHORIZED ACCESS OF SURROUNDING AREAS			\$100.00
RESIDENT NOT PRESENT DURING USE PERIOD			\$100.00

Association Representative's Signature: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# RESIDENT RESERVATION FORM

Resident's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Use Period (including set up and clean up time): \_\_\_\_\_

*\* Please see Section I Agreement for applicable fees dues.*

Anticipated number of attendees: Adults: \_\_\_\_\_ Children: \_\_\_\_\_

*\* Adequate supervision is required for persons under 25 years of age, per the Clubhouse Rules*

Nature of Event: \_\_\_\_\_

**I certify and acknowledge that I have read and understand the Recreational Facilities Reservation and Use Agreement. I have voluntarily entered into this agreement and agree to be bound by all its' terms and conditions.**

Signed and submitted by Resident on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**RESIDENT**

**ASSOCIATION**

\_\_\_\_\_  
Signature of Resident

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Please submit this form to [JadeJ@Crest-Management.com](mailto:JadeJ@Crest-Management.com) or mail to:  
Crest Management Company  
17171 Park Row, Suite 310  
Houston, TX 77084