

Parklake Village HOA
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CLUBHOUSE RENTAL AGREEMENT

This agreement is between the Parklake Village HOA (PLV) and the undersigned Parklake Village homeowner (Homeowner). Reservations for use of the PLV Clubhouse are made on a first-come, first-served basis so that we can optimize the overall benefit to the neighborhood. The clubhouse rental fee is \$150 made payable to Parklake Village. It is expected that the Homeowner will leave the clubhouse in the same condition as they find it. The fee is not intended to provide cleaning services associated with a significant gathering. PLV is not responsible for the cleanliness of the clubhouse interior prior to rental.

All reservations are subject to the approval of the PLV Board of Directors. Homeowners whose accounts are past due are ineligible to reserve and/or rent the clubhouse. The PLV reserves the right to decline reservations to any person for any reason. The PLV reserves the right to cancel a reservation at any time. In the event of such cancellation by the PLV, the rental fee will be returned to the Homeowner and represents the entire obligation of the Homeowner.

RULES OF USAGE

- 1) Homeowner agrees to assume 100% responsibility for their conduct and the conduct of all guests.
- 2) Homeowner agrees to be present during entire time of actual usage. All Teenage/Young adult functions must be attended and chaperoned by Homeowner.
- 3) A uniformed security guard is required for:
 - a) Teenage/Young adult functions with over twenty-five (24) persons are anticipated to attend.
 - b) Adult functions when Alcoholic Beverages will be served.NOTE: a uniformed security guard is defined as an individual commissioned by the state of Texas of a peace officer and having jurisdiction in Harris County. Payment for the security guards is the responsibility by the Homeowner.
- 4) *Smoking within the clubhouse is prohibited.* Homeowner assumes full responsibility for any violation of this regulation and related damages.
- 5) Homeowner agrees to restrict parking to designated areas only. No parking is allowed on the grass or landscape areas.
- 6) **Homeowner agrees to follow the following Clubhouse clean-up procedures:**
 - a) Remove all trash from the premises. PLV does not have garbage collection.
 - b) Put new plastic bag inside trash can.
 - c) Clean tables and chairs and re-stack chairs.
 - d) Wipe up any spills and crumbs, including inside the refrigerator.
 - e) Clean the Clubhouse so that it is left at least as clean as it was prior to scheduled use. Homeowner must sweep, mop, vacuum, etc., as necessary.
 - f) Remove all food and drink items as well as all personal items brought into the clubhouse.

- g) Leave blinds in a fully-closed position wherever possible at the end of use.
- 7) Decoration Policy
- a) Any decorations used during the rental period will be temporary whereby they will not mark any building surfaces.
 - b) The use of tape, tacks, nails, helium balloons or staples on the walls, floors or ceiling is prohibited.
 - c) Masking tape is normally acceptable if done reasonably and applied temporarily only to glass and plastic surfaces.
 - d) All decorations and similar materials must be made of fireproof material.
- 8) Homeowner agrees to limit the volume of all music and all noise generated during the use to a level that DOES NOT DISTURB other homeowners.
- 9) Homeowner agrees to end usage by 11 p.m. on Sunday – Thursday or 1:00 a.m. on Friday and Saturday. Homeowner should pay particular attention to noise after 10:00 p.m.
- 10) Homeowner agrees to turn off the air-conditioning / heat (at the thermostat) and turn off the lights at the end of their use. (Leave side porch lights on.)
- 11) Homeowner agrees to notify PLV of any problems encountered and any damage to the Clubhouse and/or grounds caused during their use. Homeowner agrees to pay for the costs to repair all damage that occurs during their use.
- 12) Homeowner agrees by signing this agreement, Homeowner has been legally notified that the fees and charges will be assessed under the conditions specified. Homeowner further agrees additional notice is redundant and unnecessary and consequently waives all rights to a separate notice mailed by certified mail. Homeowner agrees that all fees and expenses that are not immediately paid will be posted to their account, accruing interest and penalties as authorized by the By-Laws and/or Board action. Homeowner may request a hearing before the Board within thirty days of the posting of any fee or charge to Homeowner's account as a result of this rental.
- 13) Homeowner hereby agrees not to use, occupy or permit the use of occupancy of the clubhouse for any purpose which is directly or indirectly forbidden by law, ordinance, order and governmental and municipal regulations which may be dangerous to life, limb or property. In particular, the Homeowner must adhere to all state and local laws including those that apply to alcoholic beverages.
- 14) Homeowner hereby agrees to indemnify and save the Association harmless from all claims of injury including death to persons or from damage to property which arises from any act of omission by the Homeowners, their guests and invites, or any other third party whose acts of omission occur while the permission is in effect in or about the subject premises including costs and expenses of defending against any such claims.
- 15) Homeowner agrees to use and occupy the subject premises and all areas appertaining thereto, at his or her own risk and hereby release PLV, its Directors, Officers, agents and employees from all claims for any damage, theft or injury to persons including death or property damage.

16) Requested Event and Date

I wish to reserve the Clubhouse for the following date and time:

Date of event: _____

The purpose of use is:

The number of guests that I plan to have is _____

I certify that this use is not for any commercial or for-profit purpose, including fundraising. I further certify that no participant will be charged any fee to attend or participate, including but not limited to, a registration or admission fee. I understand that misrepresentation of the purpose of use and/or the charging of fees constitutes fraud and I agree to pay the PLV liquidated damages of \$1,000 in the event the actual purpose of use does not correspond to the purpose stated above or in the event participation fees are charged.

I am a Parklake Village homeowner in good standing and am at least 18 years of age. I assume FULL RESPONSIBILITY FOR THE ACTIONS OF MYSELF AND EACH OF MY GUESTS during the course of the use, including all claims of damages to any property or injuries to anyone caused by me or my guests. I agree to indemnify and hold harmless the PLV for all such claims. I have read, understand, and agree to the above terms and rules.

Parents/Chaperons for teenage/young adult functions:

Name

Address

Home Phone

Work Phone

Signature of Homeowner/Responsibility Party

Date

Name

Property Address

Phone Number