



CLUBHOUSE FACILITY RENTAL CONTRACT

3821 WILLIAMS WAY BLVD.
RICHMOND, TX 7769

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

THIS RECREATIONAL FACILITY USE CONTRACT ("CONTRACT") IS MADE AND ENTERED INTO BY AND BETWEEN THE RIVERPARK WEST COMMUNITY ASSOCIATION (THE "ASSOCIATION") AND

_____ (THE RESIDENT/S)

WHOSE ADDRESS IS: _____ RICHMOND, TX 77469,

TELEPHONE NUMBER _____ Email: _____.

WHEREAS, THE RESIDENT DESIRES TO USE THE CLUBHOUSE (HEREIN AFTER DESCRIBED AS FACILITY")

WHEREAS, THE RESIDENT HAS AGREED TO AND WILL ASSUME COMPLETE, ABSOLUTE, AND SOLE PERSONAL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL INJURY OR DAMAGE TO PERSONS OR PROPERTY, REAL OR PERSONAL, RESULTING FROM, OR ATTRIBUTABLE TO THE RESIDENT'S USE OF THE FACILITY, AND RESIDENT IS IN GOOD STANDING WITH THE ASSOCIATION.

NOW THEREFORE, THE ASSOCIATION AND THE RESIDENT AGREE AS FOLLOWS:

1) PREMISES AND RATES: THE ASSOCIATION GRANTS TO THE RESIDENT THE USE OF THE FACILITY WITH PAYMENT OF ANY APPLICABLE FEES AND DEPOSITS. FULL PAYMENT DUE AT THE TIME OF BOOKING. MAKE CHECKS PAYABLE TO RIVERPARK WEST POA.

FEES

\$275.00 SECURITY DEPOSIT (REFUNDABLE)

\$125.00 PER DAY RENTAL FEE (NONREFUNDABLE)

ADDITIONAL FEES / SERVICES

_____ CLEANUP FEE \$75.00 (PAID IN ADVANCE)

_____ INFLATABLE WATERSLIDE USAGE FEE \$50.00 (WATER/POWER USAGE ONLY)

TYPE OF EVENT: _____

DATE(S) OF RENTAL: _____ 20____, START _____ AM/PM FINISH _____ AM/PM

(NUMBER OF GUESTS: _____ (MAX 50)

2) RULES: THE RESIDENT AGREES TO USE THE FACILITY IN ACCORDANCE WITH THE FOLLOWING RULES (RESIDENT TO INITIAL)

RULES FOR THE CLUBHOUSE _____ (INITIAL HERE)

THESE RULES APPLY TO EVERYONE, THERE WILL BE NO EXCEPTION

- (A) NO SMOKING OR ALCOHOL IS PERMITTED AT THE FACILITY.**
- (B) THE HOMEOWNER/RESIDENT SHALL BE AT THE FACILITY AT ALL TIMES.**
- (C) NO TAPE ALLOWED ON WALLS. REMOVABLE POSTER TAPE (DOUBLE-STICK) IS ALLOWED ON SLICK SURFACES ONLY (GLASS OR TRIM). RESIDENTS MAY USE PUSH PINS ON ANY OF THE GRAY PANELS FOR DECORATING.**
- (D) NO WET SWIMMING ATTIRE ALLOWED IN THE FACILITY.**
- (E) PARTIES WITH PEOPLE UNDER TWENTY-ONE (21) YEARS OF AGE MUST HAVE ADEQUATE SUPERVISION. ADEQUATE SUPERVISION IS A PERSON 21 YEARS OF AGE OR OLDER IN THE FACILITY WITH THE FOLLOWING RATIO:
1-25 PERSONS: AT LEAST 2 SUPERVISING PEOPLE**
- NOTE: MAXIMUM OCCUPANCY IS 50 PERSONS**
- (F) THE RESIDENT RENTING THE FACILITY IS RESPONSIBLE FOR THE EMPTYING THE REFRIGERATOR, PICKING UP ALL TRASH AND PLACING IT IN CANS PROVIDED. TRASH CANS MUST BE LINED WITH PLASTIC TRASH BAGS, WHICH ARE ALSO PROVIDED. ALL DECORATIONS MUST BE REMOVED FROM THE FACILITY.**
- (G) AT THE END OF THE EVENT, THE RESIDENT SHALL TAKE ALL TRASH TO THE WCA CONTAINERS IN THE TRASH ENCLOSURE AT THE OPPOSITE END OF THE PARKING LOT, EVEN IF RESIDENT HAS PAID AN ADDITIONAL CLEANING FEE.**
- (H) UPON LEAVING THE RESIDENT MUST MAKE SURE ALL LIGHTS ARE TURNED OFF, AND ALL DOORS AND WINDOWS ARE CLOSED AND LOCKED.**
- (I) RESIDENT SHALL ENSURE THAT THE HEATING/COOLING SYSTEM IS ON AND SET AT THE APPROPRIATE TEMPERATURE – (65 FOR WINTER, 80 IN ALL OTHER SEASONS)**
- (J) FACILITY CLOSSES AT 10:00 PM.**

3) CANCELLATION:

A. AFTER APPROVAL IS GIVEN, THE ASSOCIATION MAY TERMINATE THIS AGREEMENT (IN ITS ENTIRETY, OR AS TO ANY TIME, DATE OR FACILITY) IN ITS SOLE DISCRETION UP-TO FOURTEEN (14) DAYS PRIOR TO THE RENTAL DATE. AFTER FOURTEEN (14) DAYS THE ASSOCIATION MAY TERMINATE THIS AGREEMENT ONLY FOR GOOD CAUSE. UPON SUCH TERMINATION, AND ABSENT ANY DEFAULT BY USER, ALL DEPOSITS SHALL BE REFUNDED TO USER LESS EXPENSES INCURRED BY THE ASSOCIATION IN PREPARATION OF THE FACILITIES FOR USER PRIOR TO SUCH TERMINATION; PROVIDED THAT IF THE TERMINATION IS ONLY PARTIAL, USER SHALL BE ENTITLED TO ONLY A PARTIAL REFUND IN AN AMOUNT TO BE DETERMINED BY THE ASSOCIATION IN ITS SOLE DISCRETION.

B. USER MAY TERMINATE THIS AGREEMENT AT ANY TIME PRIOR TO THIRTY (30) DAYS IN ADVANCE OF THE RENTAL DATE IN WHICH CASE USER SHALL BE ENTITLED TO A REFUND OF ALL DEPOSITS AND FEES LESS ALL EXPENSES INCURRED BY THE MUSEUM IN PREPARATION OF THE FACILITIES FOR USER. AFTER THIRTY (30) DAYS THE USER MAY TERMINATE THIS AGREEMENT IN WHICH CASE THE USER

SHALL BE ENTITLED TO A REFUND OF THE DEPOSIT AND FEES LESS A CANCELLATION FEE OF \$50.00. USER MAY REQUEST TO REBOOK THE RENTAL DATE AT LEAST FOURTEEN (14) DAYS IN ADVANCE

- 4) **SECURITY DEPOSIT:** THE RESIDENT SHALL DELIVER TO THE COMMUNITY COORDINATOR OR AUTHORIZED REPRESENTATIVE A SIGNED CHECK IN THE AMOUNT OF (\$275.00) DOLLARS. THE COORDINATOR OR AUTHORIZED REPRESENTATIVE WILL HOLD THE SECURITY DEPOSIT UNTIL THE KEY IS RETURNED, AND AN INSPECTION IS COMPLETED WITH NO NEW DAMAGES NOTED. THE SECURITY DEPOSIT WILL BE RETURNED IN FULL IF: THERE IS NO DAMAGE TO ANY PORTION OF THE FACILITY COVERED BY THE CONTRACT RESULTING FROM, OR ATTRIBUTABLE TO THE RESIDENT'S USE OF THE FACILITY, AND/OR WAS NOT NOTED DURING THE FIRST WALK-THROUGH. IF THERE IS ANY DAMAGE, THEN THE SECURITY DEPOSIT WILL BE RETAINED UNTIL THE REPAIRS/REPLACEMENTS ARE COMPLETED.

IT IS THE RESPONSIBILITY OF THE RESIDENT, AT THE BEGINNING OF THE RENTAL PERIOD, TO REPORT TO THE MANAGING AGENT FOR THE ASSOCIATION, ANY DAMAGE OR OTHER CONDITION, WHICH THE RESIDENT CONSIDERS UNACCEPTABLE. FAILURE TO REPORT SUCH DAMAGE OR CONDITION SHALL CONSTITUTE ACCEPTANCE BY THE RESIDENT OF THE CONDITION OF THE FACILITY.

- 5) **LONG TERM RENTAL.** LONG TERM RENTALS (IN EXCESS OF THREE DAYS) MAY ONLY BE ALLOWED DURING WEEKDAYS (MONDAY THROUGH FRIDAY). NO MORE THAN TWO WEEKS MAY BE SCHEDULED WITHOUT BOARD APPROVAL. ADDITIONAL DEPOSIT AMOUNTS WILL APPLY IN THE AMOUNT OF \$75.00 PER WEEK RENTED. EACH WEEKEND, ALL ITEMS MUST BE MOVED OUT AND THE FACILITY CLEANED. FOR SCHEDULED PUBLIC POA MEETINGS, THE FACILITY MUST BE VACATED. PERSONAL ITEMS MAY BE LEFT AT RENTER'S OWN RISK.

- 6) **INSPECTION.** AFTER THE RESIDENT VACATES THE FACILITY, IT SHALL BE INSPECTED BY AN AUTHORIZED AGENT OF THE ASSOCIATION. THE INSPECTING AGENT WILL USE AN INSPECTION FORM PROVIDED TO RESIDENT AT TIME OF RENTAL FOR INSPECTING THE FACILITY TO DETERMINE IF THE FACILITY REQUIRES ANY ADDITIONAL CLEANING, REPAIRS, OR REPLACEMENT OF ANY ITEMS DAMAGED RESULTING FROM, OR ATTRIBUTABLE TO, THE RESIDENT'S USE OF THE FACILITY. THE RESIDENT AGREES THAT IF, IN THE SOLE JUDGEMENT OF THE ASSOCIATION OR ANY OF ITS AUTHORIZED REPRESENTATIVES: (A) THE FACILITY NEEDS TO BE CLEANED OR REPAIRED; OR (B) ANY DAMAGED ITEMS SHOULD BE REPLACED AS A RESULT OF, OR ATTRIBUTABLE TO, THE RESIDENT'S USE OF THE FACILITY, WHETHER OR NOT THE SECURITY DEPOSIT IS ENOUGH TO PAY FOR THE COST OF SUCH ITEMS, OR FOR ANY UNACCEPTABLE ITEMS, AS SHOWN IN THE INSPECTION FORM, THEN THE ASSOCIATION MAY IMMEDIATELY CLEAN OR REPAIR THE FACILITY OR REPLACE THE DAMAGED ITEMS. THE AMOUNT OF THE SECURITY DEPOSIT WILL BE FIRST APPLIED AGAINST ANY FINES, THEN THE ASSOCIATION MAY IMMEDIATELY CLEAN OR REPAIR THE FACILITY OR REPLACE THE DAMAGED ITEMS. THE AMOUNT OF THE SECURITY DEPOSIT WILL BE FIRST APPLIED AGAINST ANY FINES, THEN TO ANY COSTS, CHARGES OR EXPENSES INCURRED BY THE ASSOCIATION, AS A RESULT OF THE RESIDENT'S USE OF THE FACILITY. IF THE SECURITY DEPOSIT IS NOT ADEQUATE TO PAY FOR THE FOREGOING, THEN THE RESIDENT WILL BE RESPONSIBLE FOR ALL COSTS INCURRED AND WILL BE INVOICED BY THE ASSOCIATION. THE RESIDENT AGREES TO PAY ANY INVOICED COSTS, CHARGES, EXPENSES OR FINES PER THE SCHEDULE OF FINES, WITHIN THIRTY (30) DAYS AND. IF ANY SUCH INVOICE IS NOT PAID WITHIN THIRTY (30) DAYS, INTEREST SHALL ACCRUE AT A RATE OF EIGHTEEN PERCENT (18%) PER ANNUM FROM THE THIRTIETH DAY FOLLOWING THE DATE OF THE INVOICE UNTIL PAID AND ALL SUCH AMOUNTS SHALL BE ADDED TO, AND BECOME PART OF, THE ASSESSMENT DUE BY THE RESIDENT UNDER THE RESTRICTIVE COVENANTS. THE SELECTION OF THE CONTRACTOR FOR ANY CLEANING, REPAIRING OR REPLACEMENT SHALL BE WITHIN THE SOLE DISCRETION OF THE ASSOCIATION OR ITS AUTHORIZED REPRESENTATIVE.

- 7) **INDEMNITY.** THE RESIDENT AGREES TO ASSUME COMPLETE AND SOLE RESPONSIBILITY AND LIABILITY FOR ANY AND ALL INJURY, DEATH, OR DAMAGE TO PROPERTY, REAL OR PERSONAL, DURING THE TERM OF THIS CONTRACT. THE RESIDENT SHALL INDEMNIFY AND HOLD THE ASSOCIATION HARMLESS FROM ANY

AND ALL CLAIMS, DEMANDS, ACTIONS, SUITS, OR PROCEEDINGS MADE AGAINST THE ASSOCIATION ARISING OUT OF, OR IN ANY WAY RELATED TO, THE USE OF THE FACILITY BY THE RESIDENT PROVIDED THAT THIS SHALL NOT OBLIGATE THE RESIDENT TO ANY LIABILITY FOR ANY 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.

8) GOVERNING LAW. THIS CONTRACT 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 FORT BEND COUNTY, TEXAS.

9) BINDING EFFECT. THIS CONTRACT 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.

10) SEVERABILITY. IN CASE ANYONE OR MORE OF THE PROVISIONS CONTAINED IN THIS CONTRACT SHALL FOR ANY REASON BE HELD INVALID, ILLEGAL OR UNENFORCEABLE IN ANY RESPECT, SUCH INVALIDITY, ILLEGALITY OR UNENFORCEABLE SHALL NOT AFFECT ANY OTHER PROVISIONS HEREOF, AND THIS CONTRACT SHALL BE CONSTRUED AS IF THE INVALID, ILLEGAL OR UNENFORCEABILITY PROVISIONS HAD NEVER BEEN CONTAINED HEREIN.

11) 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.

12) ENTIRE AGREEMENT. THIS CONTRACT CONSTITUTES THE SOLE AND ONLY AGREEMENT OF THE PARTIES AND SUPERSEDES ANY PRIOR UNDERSTANDINGS, OR WRITTEN, OR ORAL AGREEMENTS BETWEEN THE PARTIES WITH RESPECT TO THE RESIDENT'S USE OF THE FACILITY.

THESE RENTAL PROCEDURES AND RULES FOR THE FACILITY ARE SUBJECT TO CHANGE BY THE BOARD OF DIRECTORS.

I AGREE TO RETURN KEY TO THE COORDINATOR OR AUTHORIZED AGENT IMMEDIATELY AFTER THE CLUBHOUSE RENTAL UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE.

I CERTIFY AND AGREE THAT I RECEIVED, READ, AND UNDERSTAND ALL CONDITIONS OF THIS RENTAL AND ACCEPT ALL CONDITIONS FOR USE THEREIN.

SIGNED AND ACCEPTED IN FORT BEND COUNTY, TEXAS, ON THIS _____ DAY OF _____ 20____,

SIGNATURE OF RESIDENT

PLEASE PRINT RESIDENT NAME

SIGNATURE OF RESIDENT (IF MORE THAN ONE)

PLEASE PRINT RESIDENT NAME

On-site Coordinator or Authorized Agent

DATE