

TWIN LAKES HOMEOWNERS ASSOCIATION, INC.
RESIDENT RECREATIONAL FACILITIES USE CONTRACT (30-May-2023)

I. RESIDENT INFORMATION

RESIDENT NAME ("Resident"): _____

ADDRESS: _____

HOME PHONE: _____ CELL PHONE: _____

EMAIL: _____

CLUBHOUSE USE PERIOD: Between the hours of _____ and _____ on _____,
20_____

SET UP TIME: Will begin at _____

POOL USE PERIOD: Between the hours of _____ and _____

The clubhouse may be rented for a maximum of 5 hours and must be closed no later than 1:00 am the day after your event. The pool may be rented for a maximum of 3 hours during normal pool hours. TYPE OF EVENT: _____

USE AGREEMENT AND CHECKS MUST BE RECEIVED BY 2 WEEKSPRIOR TO THE RESERVATION.

Contact the Management Company (See Exhibit A-1) for access to the clubhouse.

II. DEFINITIONS

- A. "Association" shall mean Twin Lakes Homeowners Association, Inc.
- B. "Designated Facilities" shall mean and refer to the Association's Clubhouse, pool, and the parking lot appuis being rented and is the subject of this Contract. All contracts with a selected pool option will have exclusive pool access during the pool rental period. Please note the exclusive use of the parking lot is not included in this contract.
- C. "Renter" shall mean and refer to the undersigned person(s) using the Designated Facilities pursuant to this Contract.
- D. "Management Company" shall mean and refer to the company (See Exhibit A-1) responsible for scheduling events with the Renter, collecting fees from the Renter and otherwise communicating with the Renter.
- E. "Resident Rental Contact" shall mean and refer to the noted Board Member or Designated Community Contact(See Exhibit A-1) who is showing the Designated Facilities prior to rental, handling the key distribution during rental and the post-rental inspection of the Designated Facilities.
- F. "Period of Use" shall mean all times that the Renter and/or the Renter's Invitee(s) or Licensee(s) make use of the Designated Facilities in any form or fashion pursuant to this contract, regardless of whether that use falls within the times contemplated herein as the times of the authorized use.
- G. "Invitees" shall mean any person or persons who enter the Designated Facilities during their Period of Use under this contract for the mutual benefit of that person or persons and the Renter, including (but by no means limited to) employees, clients, contractors, and business patrons.
- H. "Licensees" shall mean any person or persons who enter the Designated Facilities during the Period of Use under this Contract for the benefit of that person or persons, including (but not limited to) the Renter's social guests, family members, or persons aspiring to do business with the Renter.
- I. "Unknown Persons" shall mean any person or persons who enter the Designated Facilities during their Period of Use under this contract who are unknown to the Renter and who enter the Designated Facilities during their use under this Contract with or without the knowledge of the Renter.

III. RECITALS

WHEREAS the Renter desires to use the Association's Clubhouse and adjacent parking lot (CLUBHOUSE ONLY CONTRACT DOES NOT INCLUDE ACCESS TO THE POOL PATIO AREA) and has requested that the Association authorize such use; and

WHEREAS the Renter 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, attributable to, arising out of or related to the use of the Designated Facilities by Renter and the Renter's Invitee(s), Licensee(s), or by any Unknown Persons during the Period of Use;

NOW THEREFORE, for and in consideration of these premises, the fees and covenants and agreements hereafter set forth, the Association and Renter covenant and agree as follows:

1. **Fees:** The Rental Fee for the Designated Facilities and the applicable Security Deposit are as follows.

Please initial one option only:

<u>Facilities</u>	<u>Rental Fee</u>	<u>Security Deposit</u>
<u> </u> Clubhouse only	\$ 225.00	\$ 250.00
<u> </u> Pool only	\$ 100.00	\$ 200.00
<u> </u> Clubhouse and Pool	\$ 300.00	\$ 350.00

2. **Payment:** Renter shall make payment of both the Rental Fee and the Security Deposit within ten (10) days of the scheduled use and deliver payments to the Management Company (See Exhibit A-1). If payment is not received within ten (10) days of the scheduled use, the Association reserves the right to cancel this contract upon notice to the Renter.

PLEASE MAKE SEPARATE CHECKS PAYABLE TO **TWIN LAKES HOMEOWNERS ASSOCIATION**, ONE FOR THE RENTAL FEE AND ONE FOR THE SECURITY DEPOSIT.

3. **Facilities Use Rules:** Renter agrees to use the Designated Facilities in strict compliance with the following rules:

A. No smoking, vaping, or e-cigarettes are permitted in or about the Designated Facilities.

B. If a Renter, Renter's Licensee(s), Renter's Invitee(s), or any Unknown Persons, provide liquor or other alcoholic beverages for consumption during the Period of Use, same shall only be served and consumed within the Designated Facilities. THE SERVING AND CONSUMPTION OF LIQUOR OR OTHER ALCOHOLIC BEVERAGES IN, ON, OR ABOUT THE PARKING LOT, OR OTHER AREAS OUTSIDE THE DESIGNATED FACILITIES, IS STRICTLY PROHIBITED.

C. Renter shall be present at the Designated Facilities at all times during the Period of Use under this Contract.

D. Renter is responsible for leaving the Designated Facilities in a clean and tidy condition. Renter must supply cleaning supplies and trash bags. Renter understands the clubhouse will be inspected, using the attached Checklist (See Exhibit A-2), before and after use by the Resident Rental Contact (See Exhibit A-1). A cleaning fee of fifty dollars (\$200.00) will be charged to the Renter in the event the Association must clean and tidy the Designated Facilities after use, and the cost of repairing any damage to the Designated Facilities, or of replacing any damaged or destroyed Association property therein, shall be charged to the Renter.

E. The total number of persons using the Designated Facilities must at no time exceed the 60 person occupancy limit posted therein.

F. Any damage to the furniture or damage created by moving the furniture will be fined according to the cost incurred in fixing the damage.

G. If moved, furniture must be put back to its original location as indicated in the photos provided.

H. Tacks, glue, tape, nails and/or any other adhesive, except for command strips, may not be used on the walls or ceilings of the Designated Facilities. Any command strips must be properly removed during clean up.

I. Pool rental may not exceed 3 hours during normal pools hours (8am-8pm), and must be within the same period as the clubhouse rental.

J. Clubhouse can be rented for a maximum of 5 hours.

4. **Access Key:** Renter will be provided with an access key by the Resident Rental Contact. The access Key will be provided at an agreed time between the Renter and the Resident Rental Contact. The Renter is responsible for contacting the Resident Rental Contact (See Exhibit A-1). Renter is also responsible for ensuring adequate time is allotted to clean and tidy the Designated Facilities.

5. **Cancellation:** Renter shall notify Crest of any cancellation a minimum of seventy-two (72) hours prior to the Period of Use. If Renter gives proper and timely notification as described above, the Rental Fee and Security Deposit previously remitted by Renter will be refunded to Renter. Should Renter notify Crest of a cancellation less than seventy-two (72) but more than twenty-four (24) hours prior to the Period of Use, the Renter shall be charged a \$100.00 cancellation fee, which will be deducted from the Rental Fee. Should Renter fail to notify Crest of a cancellation at least twenty-four (24) hours prior to the scheduled Period of Use, the Rental Fee shall be deemed earned and shall be retained in full by the Association. Security Deposit will be refunded in-full for all cancelled rentals.

6. **Pre-Existing Damage:** At the beginning of the Period of Use, the Renter shall promptly inspect and report to Crest any damage or other condition pre-existing in or about the Designated Facilities, which the Renter considers unacceptable. Failure to report any pre-existing damage or condition shall constitute acceptance by the Renter of the condition (including any pre-existing conditions) of the Designated Facilities for the Renter's intended use and may result in a charge to the Owner for said conditions.

Pre-existing damage or unacceptable conditions should be reported to:

THE MANAGEMENT COMPANY

(See Exhibit A-1)

After Hours: Answering Service 713 935-7331

Note: Include the reporter's name, address, date, and time of call.

7. **Indemnification:** Renter agrees to assume complete and sole responsibility and liability for

any and all injury and/or death to any persons, including the Renter's Invitee(s), Licensee(s), or any Unknown Persons who make use of the Designated Facilities during the Period of Use, and for any damage to property, real or personal, during the term of this Contract. Renter shall and does hereby indemnify and hold harmless the Association, its officers, directors, employees, and agents, from any and all losses, damages, claims, demands, actions, suits, judgments, 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 Designated Facilities by Renter's Invitee(s), Licensee(s), or any Unknown Persons, during the Period of Use, provided that this shall not obligate the Renter 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. 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 Harris County, Texas.

9. 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 Renter, they shall be bound jointly and severally by the terms, covenants and agreements herein.

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

11. 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. This Contract and any 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 Designated Facilities.

13. Signing this contract acknowledges your consent to video surveillance during usage of the facility

IV. CERTIFICATIONS

I, _____ (print full name of Renter) CERTIFY AND ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS CONTRACT. I FURTHER STATE THAT I VOLUNTARILY ENTER INTO THIS CONTRACT AND I AGREE TO ALL THE TERMS AND CONDITIONS HEREIN, INCLUDING THE "INDEMNIFICATION" CLAUSE.

Signed and submitted by Renter on this _____ day of _____ 20

Renter signature: _____

Renter's phone number: _____

Twin Lakes Homeowners Association, Inc.

by: The Management Company

BY: _____ Title: _____

TWIN LAKES HOMEOWNERS' ASSOCIATION, INC
EXHIBIT A-1 – Detailed Information on Items in DEFINITIONS

The Management Company:

Name: Crest Management
Address: 17171 Park Row Dr,
Suite 310,
Houston, TX 77084
Phone Number: (281) 579-0761

The Resident Rental Contact:

Name: Kristen Dulaney
Phone Number: (713) 705-1609

Alternate Resident Rental Contact:

Contact: Kristen Dulaney at (713) 705-1609 for key pickup and return.

TWIN LAKES HOMEOWNERS' ASSOCIATION, INC.

EXHIBIT A-2— INSPECTION FORM CHECKLIST AND SCHEDULE OF FINES

PLEASE ANSWER YES OR NO TO THE ITEMS LISTED BELOW. AN ANSWER OF YES WILL INCUR THE ASSOCIATED FINE.

PLEASE KEEP A COPY OF THIS FORM FOR YOUR RECORDS.

DESCRIPTION	YES	NO	FINE
ANY EVIDENCE OF SMOKING IN THE CLUBHOUSE			\$500.00
EXTERIOR DOOR DAMAGES			\$200.00 OR REPLACEMENT COST
TRASH LEFT AT PREMISES			\$50.00
MICROWAVE DIRTY			\$20.00
DIRTY REFRIGERATOR			\$20.00
DAMAGE TO FURNITURE AND/OR DAMAGE CAUSED BY MOVING OF FURNITURE AND/OR MISSING FURNITURE			\$200.00 OR REPLACEMENT COST
ANY UNSECURED WINDOWS			\$100.00
TAPE AND DECORATIONS LEFT ON WALLS			\$50.00
BALLOON STRING CAUGHT IN CEILING FAN			\$150.00 OR REPLACEMENT COST OF FAN
FANS LEFT ON (CEILING, BATHROOM, AND KITCHEN)			\$20.00
LIGHTS LEFT ON (INSIDE AND OUTSIDE)			\$20.00
IMPROPER DISCHARGE OF FIRE EXTINGUISHER			\$100.00
DAMAGE TO WOODWORK AND/OR TRIM			\$200.00 OR REPLACEMENT COST
FAILURE TO RETURN KEY BY AN AGREED UPON TIME THE FOLLOWING DAY TO RESIDENT RENTAL CONTACT			\$100.00
TELEPHONE REPLACEMENT/REPAIR			\$50.00
DAMAGE/REMOVAL OF DECORATIVE ITEMS (LAMPS, PICTURES, VASES, ETC.)			REPLACEMENT COST
DAMAGE TO KITCHEN OR BATHROOM CABINETS			\$100.00 OR REPLACEMENT COST
DAMAGE TO ANY GRANITE COUNTERTOP			REPLACEMENT COST
DAMAGE TO APPLIANCES			\$100.00 OR REPLACEMENT COST
MISSING KITCHEN UTENSILS OR DAMAGE TO THEM			\$100.00 OR REPLACEMENT COST
DAMAGE TO BATHROOM FIXTURES OR BATHROOM AMENTITIES			\$200.00 OR REPLACEMENT COST
A/C NOT RESET TO 80 DEGREES MAY 1-SEPT. 30			\$20.00
HEAT NOT RESET TO 60 DEGREES OCTOBER 1 TO APRIL 30			\$20.00

DO NOT LEAVE ANY DEBRIS, TRASH, OR CLEAN-UP OR FINES WILL BE APPLIED.

RESIDENT(S) INITIALS _____ DATE _____