

# RECREATIONAL FACILITY USE CONTRACT - CLUBHOUSE

THE STATE OF TEXAS

COUNTY OF FORT BEND

This Recreational Facility Use Contract ("Contract") is made and entered into by and between The Commonwealth Civic Association, Inc. (the "Association") and \_\_\_\_\_ (the "Resident"), whose address is \_\_\_\_\_ Sugar Land, Texas, 77479, telephone number (281) \_\_\_\_\_.

**WHEREAS**, the Resident desires to use the clubhouse (hereinafter described as "Facility");

**WHEREAS**, the Resident is a member in good standing of the Association and specifically is not delinquent in the payment of the annual maintenance assessment or any special maintenance assessments or charges as those terms are used in the Declaration of Covenants, Conditions and Restrictions for The Commonwealth and the Supplemental Amendments thereto; and

**WHEREAS**, the Resident does not have pending before any forum, judicial, non-judicial or administrative, including any forum for alternative dispute resolution as that term is used in Title 7 of the Texas Civil Practice and Remedies Code, any dispute with or claim against the Association; and

**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;

**NOW THEREFORE**, the Association and the Resident agree as follows:

1. **FEES:** The Association grants to the Resident the use of the Facility on \_\_\_\_\_, 200\_\_\_\_, from \_\_\_\_ o'clock \_\_. m., until \_\_\_\_\_ o'clock \_\_. m., of the same day.

The Resident agrees to pay a rental fee as follows:

(a) CLUBHOUSE

0-4 hours	\$200.00
each additional hour or portion thereof	\$25.00

(b) SECURITY DEPOSIT

\$200 check will be held and returned after rental upon inspection of premises.

2. **RULES:** The Resident agrees to use the Facility in accordance with the rules and procedures attached: (Resident to initial): \_\_\_\_\_

**PLEASE MAKE TWO (2) CHECKS PAYABLE TO COMMONWEALTH CIVIC ASSOCIATION (ONE FOR THE RENTAL AND ONE FOR A SECURITY DEPOSIT OF \$200) AND RETURN FIRST 2 PAGES OF CONTRACT AND CHECKS TO CINDY O'HARA AT 4919 KENESHAW STREET, SUGAR LAND, 77479.**

**I CERTIFY AND ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND THIS CONTRACT. I FURTHER STATE THAT I VOLUNTARILY ENTERED INTO THIS CONTRACT AND I AGREED TO ITS TERMS AND CONDITIONS.**

Signed and accepted in Fort Bend County, Texas, on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

RESIDENT

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

\_\_\_\_\_  
Signature of Resident  
(if more than one)

THE COMMONWEALTH CIVIC ASSOCIATION, INC:

BY: Cindy O'Hara as the Renting Agent  
281-265-4485

TO REPORT DAMAGE, OR AN UNACCEPTABLE CONDITION OF THE FACILITY, CONTACT:

Cindy O'Hara AT (281) 265-4485

## **RULES AND PROCEDURES FOR RENTING THE CLUBHOUSE:**

- (a) The maximum capacity is 60 people.
- (b) No alcohol is permitted.
- (c) No smoking is permitted inside the Clubhouse.
- (d) Clubhouse closes at 12:00 midnight. The clubhouse shall be vacated by 12:00 midnight.
- (e) Resident must be present during entire rental period.
- (f) The Resident renting the Clubhouse is responsible for clean-up as described in the Schedule of Fines attached hereto as Exhibit "A-1" and made a part hereof for all purposes. An Inspection Form will be provided at time of rental. Resident will provide cleaning supplies and remove all refuse from the premises.
- (g) Parties with people under twenty-five (25) years of age must have adequate supervision. Adequate supervision is a person 25 years of age or older in the clubhouse with the following ratio:
  - 1-20 persons: at least 2 supervising people.
  - 21-40 persons: at least 3 supervising people.
  - 41-60 persons: at least 4 supervising people.
- (h) The fireplace is for decoration only and is not to be operated.
- (I) No adhesive tape is allowed on any surfaces.
- (j) Resident will ensure that all items on the Clubhouse Checklist are completed.
- (k) Furniture, excluding chairs, in the main room are not to be moved.

These rental procedures and rules for the Clubhouse facility are subject to change by the Board of Directors without notice.

### **1. NOTES AND SAFETY ITEMS**

- (a) For emergency purpose, all emergency exit doors (front door and side door to street) will remain unlocked while clubhouse is occupied.
- (b) The Clubhouse key will only operate the front door, the side door to the street and the storage room (left of the fireplace).
- (c) Additional chairs and tables are available in the storage room. These items are to be returned to the storage room.
- (d) A vacuum cleaner and mop are available in the storage room for Resident's use. These items are to be returned to the storage room.
- (e) A baby changing table is available in the restroom.

- (f) A first aid kit is available in the kitchen near the oven.
- (g) 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.
- (h) The Resident will notify Cindy O'Hara at (281) 265-4485 if the first aid kit or fire extinguishers are used during the rental period.
- (i) The Resident will coordinate pickup and return of the Clubhouse key with the Clubhouse Agent.

**2. CLUBHOUSE CHECKLIST.** After the rental, the Resident will ensure that the following items were performed:

- (a) Turn both thermostats to 80 F when the air conditioning is running and 60 F when the heat is running.
- (b) Clean all areas including kitchen and bathroom. Resident is to provide cleaning supplies. Remove refuse and premises. **DO NOT PLACE GARBAGE OUTSIDE CLUBHOUSE OR AT THE CURB.**
- (c) Immediately report any damage or problems to the Clubhouse Agent or Crest Management.
- (d) Return all chairs to their proper positions. A furniture location diagram is on the inside of the storage room door.
- (e) Turn off all lights.
- (f) Properly close and lock all three exterior doors and the door to the storage room.
- (g) Promptly return Clubhouse key to Clubhouse Agent. After the rental period, the Clubhouse Agent will survey the Clubhouse and report any damages and items not completed on checklist to Cindy O'Hara.

**3. CANCELLATION POLICY.** The Resident agrees to notify Cindy O'Hara of the cancellation before 5:00 p.m. the day preceding the scheduled rental. If the scheduled rental is on Saturday, Sunday, or Monday, the Resident agrees to notify Cindy O'Hara no later than 5:00 p.m. the preceding Friday. The Resident agrees to pay Ten and No/100(\$10.00) Dollars if notification of cancellation is made after specified time. Resident agrees to pay the agreed rental amount for failure to notify Cindy O'Hara of cancellation.

**4. OCCUPANCY LIMIT.** The Resident agrees that no more than 60 persons, including the Resident, will use the Facility at any one time.

**5. VACATING OF PREMISES.** The Resident agrees that the Facility used by the Resident and his guests will be clean and that all persons will vacate the Facility not later than 12:00 am.

**6. SECURITY DEPOSIT.** At the time this Contract is signed, the Resident shall deliver to the Association, a personal check, or cashier's check, the "Security Deposit", in the amount of Two Hundred and No/100 (\$200.00) Dollars. The Association shall immediately deposit the Security Deposit in the Association's checking account. The Security Deposit may be in the form of a personal check if received by Crest Management at least ten (10) business

days prior to the rental date. Otherwise, the Security Deposit must be paid by Cashier's Check. **DO NOT SEND CASH.** The Security Deposit will be returned in full if: (a) there is no damage to any portion of the Facility covered by this Contract resulting from, or attributable to, the Resident's use of the Facility; or (b) there are no unacceptable areas shown on the Inspection Form (provided at time of rental). If there is any damage or any unacceptable areas shown on the Inspection Form, then the Security Deposit will be applied against the cost of repairs, if any, plus the amount shown in the Schedule of Fines for any unacceptable areas. The Schedule of Fines, attached hereto as Exhibit "A-2" and made a part hereof for all purposes, is accepted and agreed to by the Resident. **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.**

**7. 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 and the attached Schedule of Fines on Form ,Exhibit "A-1" 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 judgment 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 per the Schedule of 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.

**8. 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.

**9. 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.

**10. 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.

**11. SEVERABILITY.** In case any one 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 unenforceable provisions had never been contained herein.

**12. 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.

**13. 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.

**EXHIBIT "A-1"**

THIS SCHEDULE OF FINES IS SUBJECT TO CHANGE WITHOUT NOTICE BY THE BOARD OF DIRECTORS.

THESE FINES ARE IN ADDITION TO ANY FEES CHARGED FOR REPLACEMENT COST OR REPAIR OF ITEMS.

**\*\*\*CLUBHOUSE - SCHEDULE OF FINES\*\*\*\***

TWO SETS OF EXTERIOR DOORS SECURED	100.00
CLOSET DOORS SECURED	20.00
TRASH TAKEN HOME BY RENTER	50.00
FLOORS MOPPED (Kitchen, Bathroom and Entry)	20.00
CARPETS VACUUMED AND STAINS REMOVED	20.00
KITCHEN CLEANED AND REFRIGERATOR EMPTIED	20.00
BATHROOM CLEAN	20.00
ALL TABLES AND VINYL CHAIRS WIPED OFF WITH CLEANER	20.00
FURNITURE IN ORIGINAL ARRANGEMENT	10.00
WINDOWS SECURED/NOT BROKEN	100.00
BLINDS LOWERED AND CLOSED	20.00
WALLS CLEAN (This includes removal of all decorations)	50.00
FANS TURNED OFF (Ceiling, Bathroom & Kitchen)	20.00
LIGHTS TURNED OFF (Inside and Outside)	20.00
IMPROPER DISCHARGE OF FIRE EXTINGUISHER	25.00
DAMAGE TO WOODWORK AND/OR TRIM	20.00
RIPS/DAMAGE TO FURNITURE	50.00
TELEPHONE REPLACEMENT/REPAIR	50.00
DAMAGE/REMOVAL OF DECORATIVE ITEMS (Lamps, Pictures, Vases, etc.)	100.00
DAMAGE TO APPLIANCES	100.00
DAMAGE TO BATHROOM FIXTURES	100.00
AIR CONDITIONING RE-SET TO 80 <sup>0</sup> MAY 1-SEPT.30 (Both thermostats)	20.00
HEAT RE-SET TO 60 <sup>0</sup> OCT. 1-APR.30 (Both thermostats)	20.00

Please use this Inspection Form. There are two columns for you to use. The first column is to check for violations that were present prior to you entering the facility. The second column is to check that there are no violations upon leaving the

facility. The third column is for the Association Representative to use for inspection.

RENTER: \_\_\_\_\_ DATE: \_\_\_\_\_ ASSOCIATION REP:

DESCRIPTION	RENTER	ASSOC.	FINE
TWO EXTERIOR DOORS SECURED			100.00
CLOSET DOORS SECURED			20.00
TRASH TAKEN HOME BY RENTER			50.00
FLOORS MOPPED (Kitchen, Bathroom, and Entry)			20.00
CARPETS VACUUMED AND STAINS REMOVED			20.00
KITCHEN CLEAN AND REFRIGERATOR EMPTIED			20.00
BATHROOM CLEAN			20.00
ALL TABLES AND VINYL CHAIRS WIPED OFF			20.00
FURNITURE IN ORIGINAL ARRANGEMENT			10.00
WINDOWS SECURED/NOT BROKEN			100.00
BLINDS LOWERED AND CLOSED			20.00
WALLS CLEAN (Removal of decorations/tape)			50.00
FANS TURNED OFF (Ceiling, Bathroom and Kitchen)			20.00
LIGHTS TURNED OFF (Inside and Outside)			20.00
AIR CONDITIONING RE-SET (Both Thermostats - 80 <sup>0</sup> )			20.00
HEAT RE-SET (Both Thermostats - 60 <sup>0</sup> )			20.00
FIRE EXTINGUISHER DAMAGED/REMOVED/DISCHARGED			25.00
DAMAGE TO WOODWORK/TRIM			20.00
RIPS/DAMAGE TO FURNITURE			50.00
TELEPHONE DAMAGED/REMOVED			50.00
DAMAGE/REMOVAL OF DECORATIVE ITEMS (Vases, etc)			100.00
DAMAGE TO APPLIANCES			100.00
DAMAGE TO BATHROOM FIXTURES			100.00

**CLEANING SERVICE NEEDED**

I have inspected the facility for the above items. \_\_ (RESIDENT INITIAL HERE)