



CLUBHOUSE RENTAL CONTRACT

APPLICANT

Name: _____ Phone #: _____

Address: _____

Email: _____

DL#: _____

SPONSOR

The sponsor must be a current resident of Briar Meadow subdivision and be in good standing with Briar Meadow Homeowners Association, Inc.

Name: _____ Phone #: _____

Address: _____

Email: _____

DL#: _____

DETAILS

Date and Time Requested: _____

Type of Function: _____

Approximate Number of People: _____
(**NOT TO EXCEED 115 people**)

Expected Ages: _____



TERMS

Subject to and upon the terms, provisions and conditions set forth below, and in consideration of the duties, covenants and obligations of the other hereunder, Briar Meadow Homeowners' Association, Inc. (the "Association"), Applicant and Sponsor agree as follows:

1. The Association hereby agrees to lease, demise and let to Applicant, on a non-exclusive basis, the clubhouse facilities located at 3203 Freshmeadows Drive, Houston, Texas, which the facilities are limited to the use of the meeting room and the kitchen area located in the clubhouse (the "Clubhouse Facilities.") **THE ASSOCIATION'S OFFICE AND THE SWIMMING POOL ARE NOT INCLUDED IN THE CLUBHOUSE FACILITIES COVERED BY THIS CONTRACT.**
2. Applicant and Sponsor shall pay a rental in the sum of \$ _____ to the Association. The rental payment shall be due and payable at such time as the key is issued by the Association to Applicant and Sponsor to gain access to the Clubhouse Facilities the day of the function to decorate and, subject to the terms of Paragraph 8 hereof, exclusive use for _____ hours on the day of the function from _____ (a.m./p.m.) to _____ (a.m./p.m.) (the "Rental Period").
3. On the date that this contract is submitted to the Association for its approval, Applicant and Sponsor shall pay the Association a security deposit of \$ _____ which shall be held by the Association to secure the rental date requested by Applicant and Sponsor, it being expressly understood that the security deposit shall not be considered an advance payment of rental or a measure of the Association's damages in case of default by Applicant or Sponsor. If this contract is not approved by the Association, the Association shall promptly return the security deposit to Applicant and Sponsor. If this contract is approved by the Association, then the security deposit shall be held by the Association to secure the performance of Applicant and Sponsor's covenants and obligations under this contract. Upon the occurrence of any event of default by Applicant or Sponsor or breach by Applicant or Sponsor of their covenants and/or obligations under this contract, the Association may, from time to time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any payment defaults hereunder and/or any damage, injury, expense or liability caused to the Association by such event of default or breach of covenant. Any remaining balance of the security deposit shall be returned by the Association to Applicant and Sponsor: provided, however, the Association shall have the right to retain and expend such remaining balance (a) to reimburse the Association for any rentals or other sums due hereunder that have not been paid in full by Applicant for Sponsor and/or (b) for cleaning and repairing the Clubhouse Facilities if Applicant and Sponsor shall fail to deliver same in a neat and clean condition and in as good a condition as existed prior to Applicant and Sponsor's use of the Clubhouse Facilities. The Association shall not be required to pay any interest on the security deposit.
4. Applicant and Sponsor must be present at and for the duration of all functions for which the Clubhouse Facilities are rented under this contract. Failure to do so will result in forfeiture of security deposit.
5. Applicant and Sponsor shall not make any alterations to the Clubhouse Facilities and shall not commit or allow any waste or damage to be committed to any portion of the Clubhouse Facilities, and at the termination of this contract, Applicant and Sponsor shall deliver up the Clubhouse Facilities, in a neat and clean condition and in as good a state of repair as existed prior to Applicant and Sponsor's use of the Clubhouse Facilities. When decorating, Applicant and Sponsor shall not use nails, tacks, staples or anything of the like to affix decorations to the Clubhouse Facilities.



6. Applicant and Sponsor shall not use or permit any portion of the Clubhouse Facilities to be used, for any purpose which is unlawful, disreputable or deemed to be extra-hazardous on account of fire or other hazards, or permit anything to be done which would in any way increase the rate of fire or liability or any other insurance coverage on the Clubhouse Facilities and/or its contents, and shall immediately cease and desist any such activity upon notice from the Association.
7. **SMOKING IS PROHIBITED** in the Clubhouse Facilities and enclosed pool area. Smoking is **ONLY PERMITTED** twenty-five (25) feet from the Clubhouse Facilities or enclosed pool area. If Applicant, Sponsor or guests are found to be smoking, or have smoked, within the Clubhouse Facilities, the enclosed pool area or within 25 feet of either the Clubhouse Facilities or the enclosed pool area, during the rental period, the security deposit shall be retained by the Association.
8. The back door of the Clubhouse Facilities is for **EMERGENCY USE ONLY**. The back door of the Clubhouse Facility is to remain locked at all times except in the event of an emergency. If Applicant, Sponsor or guests are found to have the back door of the Clubhouse Facilities open, or have opened it, during the rental period, or it is found unlocked following the rental period, the security deposit shall be retained by the Association.
9. Applicant and Sponsor shall lock the door to the kitchen when the function is over.
10. Applicant and Sponsor shall **REMOVE ALL TRASH** from the Clubhouse Facilities and place it in the trash bins located behind the Clubhouse Facilities in the parking area. If, following the rental period, any trash is found left in any trash cans or bags within or around the Clubhouse Facilities, the security deposit shall be retained by the Association.
11. Applicant and Sponsor shall comply with all laws, ordinances, orders, rules and regulations (of state, federal, municipal and other agencies or bodies having any jurisdiction thereof) relating to the use of the Clubhouse Facilities, including, without limitation, all laws, rules, regulations and ordinances relating to the sale and consumption of liquor in the Clubhouse Facilities.
12. The Association and or its agents and representatives shall have the right to enter the Clubhouse Facilities at any time to inspect the same. In addition, Applicant and Sponsor acknowledge and agree that the Association's administrative and security personnel and lifeguards shall be entitled to enter the Clubhouse Facilities in order to obtain access to the kitchen area, the restroom facilities and the Association's office located adjacent to the Clubhouse Facilities. The Association will use reasonable efforts to minimize the use of the Clubhouse Facilities by the Association's administrative and security personnel and lifeguards during the Rental Period.
13. Applicant and Sponsor acknowledge the residential character and nature of the surrounding neighborhood and Applicant and Sponsor shall conduct their occupancy and control their invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any of the residents of the surrounding neighborhood. Accordingly, all functions held at the Clubhouse Facilities shall cease and disband by midnight. All cleaning shall be completed by this time. Applicant and Sponsor should plan accordingly when completing Paragraph 2 above.
14. If default shall be made in the payment of any sum to be paid under this contract or default shall be made in the performance of any of the other covenants or conditions which Applicant and Sponsor are required to observe and perform, the Association shall have the right, in addition to all other rights and remedies



provided at law or in equity, to immediately terminate this contract and the Association shall be entitled to recover money damages for any damage to the Clubhouse Facilities.

15. Applicant and Sponsor, jointly and severally, shall indemnify and hold the Association harmless from all damages, liabilities, costs, expenses (including without limitation attorney's fees), suits or causes of action, which may be suffered or incurred by the Association, its successors, assigns, agents, officers, directors, employees and representatives, arising directly or indirectly, out of or in connection with this contract, enforcement of this contract, or Applicant and/or Sponsor's use of the Clubhouse Facilities.
16. In the event an issue arises prior to or during the rental period that is beyond the control of the Association, including but not limited to, power or water outage that is the responsibly of the utility provider, storm, or natural disaster, the contract shall be terminated and the security deposit shall be returned by the Association.
17. This contract may not be altered, changed or amended, except by an instrument in writing executed by all parties hereto.
18. The execution of this contract by Applicant and Sponsor and the delivery hereof to the Association shall not constitute a contract between the parties unless the Association accepts same by executing this contract and delivers one fully executed copy thereof to Applicant and/or Sponsor.

SIGNATURES

"Applicant"

Signature: _____ *Date:* _____

Printed Name: _____

"Sponsor"

Signature: _____ *Date:* _____

Printed Name: _____

Agreed to and accepted this ____ day of _____ 20__, by: Briar Meadow Homeowners' Association, Inc.

"Association"

Name: _____ *Title:* _____

FOR OFFICE USE ONLY

Amt.: _____ Dep. Received: _____ Dep. Returned: _____

Key Issued: _____ Key Returned: _____