

# Winchester Country Trails Clubhouse Rental Policy & Agreement

Effective October 23, 2008

(1) **Introduction**

**WHEREAS**, the Applicant named below is a member of the Winchester Country Trails Maintenance Association, Inc., a Texas non-profit corporation (the "HOA") and an owner residing in a home in the Winchester Country Trails Subdivision (the "Subdivision") in Houston, Harris County, Texas; and

**WHEREAS**, the Applicant desires to rent the Winchester Country Trails Clubhouse building (the "Clubhouse") located at 8925 Rio Grande., Houston, Harris County, Texas, excluding playground, pool and pool area from the HOA as herein set forth; and

**WHEREAS**, the HOA will only rent the Clubhouse if the Applicant agrees to be bound by the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the HOA's agreement to rent the Clubhouse on the hereinafter set forth terms and conditions and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant hereby agrees to the terms and conditions set forth herein:

(2) **Rental/Reservation Information:**

Applicant's Name: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

Applicant's Phone (Home): \_\_\_\_\_

Applicant's Phone (Cell): \_\_\_\_\_

Applicant's Phone (Work) \_\_\_\_\_

Applicant's email address: \_\_\_\_\_

Date(s) Requested: \_\_\_\_\_ (the "Rental Date")

Event Description: \_\_\_\_\_

Event Timeframe: \_\_\_\_\_

No. of Persons Attending: \_\_\_\_\_

More than Twelve (12) Persons between ages 13-20 Attending? \_\_\_\_ Yes \_\_\_\_ No

Beer/Wine or Other Alcoholic Beverage to be consumed? \_\_\_\_ Yes \_\_\_\_ No

Uniformed Security Guard to be Provided? \_\_\_\_ Yes \_\_\_\_ No

(3) **Eligible Users**

Applicant must be an adult member (at least 21 years of age) in good standing with the HOA. Applicant must be current on all fees and obligations to the HOA. Applicant must be present at the event and is responsible for the Clubhouse use. The HOA Board reserves the right to revoke, limit or prohibit use of the Clubhouse at any time to anyone.

Notwithstanding anything contained herein to the contrary, the HOA Board reserves the right to grant special accommodations to certain community groups or organizations for their regular use of the Clubhouse at a waived or reduced fee and security deposit (e.g. Moms Group, Winchester Country Trails Homeowners Association, Winchester Trails Tennis Teams, School Committees, Scout Groups...). Such groups or organizations must have one person who is in good standing with the HOA that lives in the Subdivision to sign the contract.

(4) **Reservations**

Clubhouse reservations should be made at least ten (10) working days in advance and reservations are on a first come first serve basis. Applicant shall make a reservation by contacting the Clubhouse Representative by telephone (at 281-970-2087). Reservations shall not become final until such time as the Clubhouse Representative has provided written communication to the Applicant that all fees, deposits, Rental Policy & Agreement and uniformed security arrangement (if applicable) have been received and determined sufficient.

(5) **Fees, Security Deposit & Penalties**

Unless otherwise determined by the HOA Board, each applicant shall be required to pay in advance by separate checks a fee of \$10 per hour of rental (the "Rental Fee") and a security deposit of \$250 (the "Security Deposit"). Parties in which alcohol shall be served require a security deposit of \$300. The minimum rental fee shall be \$30.00. The maximum rental fee shall not exceed \$100 plus security deposit. **Checks should be made payable to: Winchester Country Trails Maintenance Association, Inc. (WCTMA)** The HOA reserves the right to cash both checks immediately upon receipt.

Applicant is responsible for the Clubhouse and for any damage to the Clubhouse that occurs during Applicant's rental. The HOA shall inspect the Clubhouse after Applicant is through cleaning. If the HOA discovers that the Clubhouse was not properly cleaned following Applicant's rental or that damage has occurred, then the HOA shall notify Applicant of such condition within fifteen (15) days. The HOA's notice shall contain an invoice for the costs to clean the Clubhouse and/or the cost to make the needed repairs. The HOA may retain all or part of the Security Deposit to cover the cleaning and/or repair cost if Applicant does not clean the Clubhouse as required by this Agreement or if damage has occurred. Any remaining Security Deposit shall be returned to Applicant within thirty (30) business days. If the cleaning cost or repair cost exceeds the Security Deposit, then Applicant agrees to immediately pay such amount to the HOA.

(6) **Cancellations**

Applicant may cancel this Agreement anytime prior to seven (7) days before the Rental Date, after which the HOA will be entitled to retain the Security Deposit.

(7) **Use Period**

A Clubhouse rental generally allows the Applicant access of the Clubhouse the day of rental only. Unless approved in advance by the HOA Board, all events must end and the patrons at the Clubhouse vacated by midnight. The Clubhouse must be completely cleaned and the key returned by 10:00 a.m. the next day to the Clubhouse Representative unless other arrangements are made with the Clubhouse Representative. Notwithstanding the foregoing, all doors, gates and windows of the Clubhouse must be locked when not in use.

(8) **Scope of Facility**

The rental applies to the Clubhouse only and does not afford the Applicant use of the pool area. Use of the playground area and grounds outside of fenced pool area is permitted for moonwalks, other party games and picnics only if not in use by others on a first come, first serve basis. Any chairs or tables used outside in these areas must be returned to the clubhouse in clean condition and grounds must not have party debris left behind. The pool area may be rented only with the specific approval of the Pool Management Company.

(9) **Restrictions**

The HOA restricts use of the Clubhouse to a **maximum of 50 persons**, so the Clubhouse shall not be used for any group in excess of this number. Smoking or use of tobacco within the Clubhouse is prohibited and Applicant assumes full responsibility for any violation of this regulation and related damages. No pets or animals are allowed in the Clubhouse at any time, except sensory assistance animals. No pins, nails, staples, tacks, tape or ticky-tack of any kind are to be used to affix materials to the walls. NO RED DRINKS such as red punch, red Kool Aid, red wine etc. are allowed inside the Clubhouse.

(10) **Uniformed Security/Minors**

Uniformed Security shall be required for events where alcoholic beverages will be consumed (and in this case only, the security guard(s) must be arranged through the Clubhouse Representative, who will contact the necessary security guard(s) on behalf of the Applicant at Applicant's expense). **Failure to provide Uniformed Security at such parties shall result in the forfeiture of Applicant's Security Deposit (\$300).** A uniformed security guard is defined as an individual commissioned by the State of Texas as a peace officer and having jurisdiction in Harris County. Payment for uniformed security guard(s) is the responsibility of the Applicant. For events where persons between the ages of 13-20 (teen parties) are anticipated to be present, an adult chaperon for every twelve (12) persons between the ages of 13-20 is required. In addition, for events where more than twelve (12) persons between the ages of 13-20 are anticipated to be present, a uniformed security guard is required. The Applicant and adult chaperons will be liable for any illegal activities which may occur. **Failure to provide Uniformed Security as required for teen parties of more than twelve (12) teens over age 13 will result in the forfeiture of Applicant's Security Deposit (\$250).**

Should Applicant rent the Clubhouse for a children or teen party, Applicant will insure that the party is properly supervised and controlled by someone twenty-one (21) years or older and that all applicable curfew ordinances and laws as well as all other ordinances and laws are followed. In all events, the event time frame must correspond to the time after which minors must not be out in public pursuant to any applicable curfew ordinance or law.

(11) **Forbidden Purposes**

Applicant shall not use, occupy or permit the use of the Clubhouse for any purpose which is directly or indirectly forbidden by law, ordinance, order and government or municipal regulations, deed restrictions, bylaws, rules and regulations governing the HOA or the Subdivision or any written or verbal restrictions issued by a member of the HOA Board. In particular, the Applicant must adhere to all state laws regarding liquor.

The clubhouse may not be rented for overnight parties.

(12) **Indemnification of the HOA**

The HOA and Applicant agree that the HOA will not be liable to Applicant or any other party for any injury to any person using the Clubhouse or its surrounding facilities during Applicant's rental. Applicant shall defend, indemnify and hold harmless the HOA, the Board of Directors of the HOA, and their agents, representatives, officers, directors, members, and contractors from and against any and all claims, actions, suits, damages, demands, losses, costs, expenses and disbursements, including court costs and attorneys' fees, resulting from any injuries to or death of any person or damage to any property (including, without limitation, damage to the Clubhouse by Applicant or any other real or personal property owned by the HOA or within the Subdivision) arising out of, relating to or in connection with the rental or use of the Clubhouse or surrounding areas by Applicant, the failure of Applicant to perform any of its obligations hereunder, or the negligence or willful actions of Applicant and Applicant's guests, invitees or others at the Clubhouse or Subdivision in connection with Applicant's rental of the Clubhouse, even if caused or alleged to be caused by the sole, joint, comparative, concurrent negligence or fault of the HOA, and even if any such claim, cause of action or suit is based upon or alleged to be based upon strict liability of the HOA. THIS INDEMNITY AND RELEASE PROVISION IS INTENDED TO INDEMNIFY AND RELEASE THE HOA AGAINST THE CONSEQUENCES OF ITS OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN THE HOA IS SOLELY, JOINTLY, COMPARATIVELY OR CONCURRENTLY NEGLIGENT OR OTHERWISE STRICTLY LIABLE. To the extent permitted by applicable law, any statutory or common law remedies, which are inconsistent with the provisions of the foregoing indemnity and waiver, are waived by the Applicant. This indemnity and release provision shall survive the termination or expiration of this Agreement.

(13) **Key Rules and Condition After Use**

The Applicant is responsible for cleaning the Clubhouse after the event. The Clubhouse should look as good as or better than before the event. Some key rules that apply are:

- 1) **no smoking or tobacco is ever permitted inside the Clubhouse or its restrooms**
- 2) **no food must be left on the premises or in the refrigerator**
- 3) **no trash must be left- Applicant must take it out to receptacles located outside or take it home for disposal. Applicant must replace trash bag**
- 4) **kitchen and bathroom appliances, counters, sinks, floors and toilet must be cleaned**
- 5) **rugs must be swept or vacuumed thoroughly to remove all debris (if applicable)**
- 6) **tables and chairs must be cleaned, chairs placed neatly back on carts in the storage closet and tables stacked on floor in designated area**
- 7) **any helium balloons lost to ceiling must be removed**
- 8) **doors and iron gate must be locked after Applicant leaves.**
- 9) **return thermostat to 84 degrees in summer or 60 degrees in winter**
- 10) **lights and fans inside clubhouse must be turned off**
- 11) **NO RED DRINKS such as red punch, red Kool Aid, red wine etc**
- 12) **Do not stack any object against any walls**

Failure to leave the Clubhouse in acceptable condition may result in a forfeiture of part or all of Applicant's Security Deposit. The Applicant agrees in advance to accept the determination of any HOA Board member or designated inspector as to whether Applicant caused the violation provided that an inspection was done within 24 hours after the end of the Applicant reserved time, or prior to providing a key to the next user, whichever occurs earlier. Inspections shall be accomplished at the inspector's convenience and it is not necessary that the Applicant be present.

(14) **Miscellaneous.**

Noise must be kept to a minimum in consideration of other residents. Applicant is responsible for contacting the Clubhouse Representative, and meeting with him/her at the agreed time after use of the building and returning any keys provided in connection with this Agreement. Applicant acknowledges and agrees that if Applicant does not return such keys as set forth herein, the HOA may replace the corresponding locks and keys at Applicant's sole expense. Failure to meet with the Clubhouse Representative as agreed may result in a \$25 trip fee charge. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties to this Agreement

are performable in Harris County, Texas. In the event the HOA is compelled to retain the services of an attorney to enforce any of the provisions of or collect any sums due under this Agreement, the HOA shall be entitled to recover such attorneys' fees from the Applicant. This Agreement shall not be assigned by the Applicant for any reason and any such assignment is void and of no legal effect. The rights and obligations of this Agreement shall survive the termination of the rental period and this Agreement. Any notice, tender, or delivery to be given by either party to the other under this Agreement shall be sufficient in writing and sent via hand delivery or by registered or certified mail, postage paid, return receipt requested, and shall be deemed received the earlier of actual receipt, or deposit in the United States mail. If to Applicant, notices shall be sent to Applicant's address herein and if to the HOA, notices shall be sent to Planned Community Management, Inc., PO Box 219223, Houston, Texas 77218. This Agreement is binding upon the Applicant and Applicant's heirs, executors, administrators, legal representatives, successors, and assigns (when permitted by the HOA). If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability of any one provision does not affect any other provision of this Agreement, and this Agreement shall be construed as if such illegal, or unenforceable provision was never in the Agreement. This Agreement is the only agreement between the parties and supersedes any prior written or oral understanding between the parties about rental of the Clubhouse. All of the rights, duties and obligations of the parties are completely and fully set forth in this Agreement.

The Applicant by signing below certifies that he/she has read and understands the Winchester Country Trails Clubhouse Policy and Agreement above, and agrees to abide by those terms as set forth.

I have received a copy of the Cleaning Check List and agree to follow said guidelines.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Identification:**

TDL# \_\_\_\_\_

Verified by: \_\_\_\_\_

Issued Key Number: \_\_\_\_\_

Date Key Returned: \_\_\_\_\_

Date \$250.00 Deposit Received: \_\_\_\_\_ Date Sent to PCMI for Refund: \_\_\_\_\_

Fee Received: \_\_\_\_\_

Annual Renter Fees and Restrictions: \_\_\_\_\_

Additional Notes: \_\_\_\_\_