

DATE_____

CLUBHOUSE CONTRACT 3/30/11

The Rental Fees for private reservations are as follows:

Non-Refundable Reservation / Administration Fee \$50.00

****If cancelled 72 hours before reserved event date, fee is refundable.**

Please review the Cancellation Policy.**

| | | |
|------------------------------|------------------------|---------|
| NORMAL BUSINESS HOURS | MINIMUM | \$40.00 |
| | (each additional hour) | \$20.00 |

| | | |
|------------------------------------|------------------------|---------|
| AFTER NORMAL BUSINESS HOURS | MINIMUM | \$80.00 |
| | (each additional hour) | \$40.00 |

*****YOU MUST ALLOW FOR SETUP, CLEAN-UP AND
INSPECTION TIME IN THE RENTAL HOURS*****

2. DAMAGES/SECURITY DEPOSIT. At the time this Contract is signed, the Resident shall deliver to the Association a personal check for the “Security Deposit”, in the amount of Three Hundred and No/100 (**\$300.00**) Dollars. 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 as referenced on **Exhibit “A-1”**, Schedule of Fines. (c) If there is any damage or any unacceptable areas shown, then the Security Deposit will be applied against the cost of repairs, **plus** the amount shown in the Schedule of Fines. The Schedule of Fines attached hereto as Exhibit “A-1” 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 Agents for the Association, any damage or other condition, which the Resident considers unacceptable. Floor plan showing furniture placement will be provided to Resident for signature prior to the start of rental period. Failure to report such damage or condition before rental begins shall constitute acceptance by the Resident of the condition of the Facility. The onsite manager inspects the facility prior to returning any deposit funds.**

3. RULES: The Resident agrees to use the Facility in accordance with the following:

RULES FOR THE FACILITY / CLEAN UP AND DAMAGES

- (a) No smoking is permitted inside the Facility.
- (b) No alcohol is permitted. **If alcohol is brought into the facilities without contracted law enforcement, the On-site Manager may call law enforcement that may immediately terminate your event. All deposits/fees will not be returned to you.** *Exception:* If a minimum of staff two (2) law enforcement officers contracted by The Association for a minimum of four (4) hours REQUIRED AT SPECIAL EVENT RATE. Homeowner must bring (2) blank money orders to be paid to the officers for services. These money orders must accompany this signed contract. Any event longer than the minimum, must secure the law enforcement officers for the duration of the event.
- (c) Resident must be present during the entire rental period.
- (d) Parties with people under twenty-one (21) years of age in attendance must have adequate supervision. Adequate supervision is a person 21 years of age or older in the Facility 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.*

*This is in addition to onsite personnel.
- (e) **No items of any kind can be used that stick or adhere to any surfaces such as, but not limited to: Silly-string, powders, soap, glitter, confetti, shaving cream, play-doh, dyes, paints, stains, tape, pins, staples, or glue, or putty. No outdoor cooking, piñatas, animals, bounce or moonwalks.**
- (f) The Resident renting/reserving the Facility is responsible for **clean-up and party trash removal** as described in the Schedule of Fines attached hereto as Exhibit "A-1" and made a part hereof for all purposes.
- (g) Resident will supply all cleaning supplies.
- (h) The Facility may be rented by any resident, and/or their groups, churches, clubs, and associations for no more than one (1) calendar date per month, and no consecutive rentals. The only exceptions to this rule are prior written approval by the Board of Directors.
- (i) **Facility closes at 11:45 pm**, and must be vacated by that time.

THESE RULES APPLY TO EVERYONE. THERE WILL BE NO EXCEPTIONS.

4. CANCELLATION POLICY. The Resident agrees to notify On-Site Manager of the cancellation Resident will be refunded rental contract amount (**less \$50.00 non-refundable reservation fee**) if cancellation falls within (48) prior to party. If cancelled (72) hours prior, all fees (**including \$50.00 administrative fee**) will be refunded. Resident agrees to pay the agreed rental amount in its entirety for failure to notify On-Site Manager of cancellation.

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

6. TIME IN 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 no later than **11:45 PM. The rental/use for clubhouse private parties is strictly for the time that you have scheduled in accordance with this contract.** If you arrive earlier than scheduled time, you will not be allowed to enter the clubhouse until 30 minutes prior to your event. **IF YOU GO PAST THE SCHEDULED TIME TO LEAVE, YOU WILL BE ASKED TO VACATE THE PREMISES WITHIN 15 MINUTES FOLLOWING THE TIME OF YOUR CONTRACTED EVENT. OVERAGE WILL BE BILLED IN HALF-HOUR INCREMENTS.**

7. FINES/INSPECTION. Facility shall be inspected by an authorized agent of the Association. The inspecting agent will use 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 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 Montgomery 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.

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 Montgomery County, Texas, on this _____ day of _____, 201____

RESIDENT

Signature of Resident

Association: LEGENDS RANCH

Print Name

Director: Cicely Towers-Harris
On-Site Community Director

Address

ACCEPTED:

BY: _____
On-Site Manager

TOTAL RENTAL FEES

(Including NON-REFUNDABLE \$50.00 R/A fee): \$ _____

Check or Money Order: # _____, # _____

DAMAGES/SECURITY DEPOSIT: \$300.00

PARTY DATE: _____

PARTY TIME: _____ to _____

EXPECTED NUMBER TO ATTEND: _____ (Not to exceed 60)

REASON FOR EVENT: _____

ALCOHOL WILL BE SERVED YES or NO (Circle one)

LAW ENFORCEMENT OFFICERS HAVE BEEN ORDERED: 1ST OFFICER _____

2ND OFFICER _____

Staff who will attend & inspect after event: _____ Phone # _____

Security Deposit Check Returned to: _____ Date: _____

(If a portion of the deposit is required per Schedule of Fines/dollar amount to be returned to resident \$ _____.)

Resident Initial: _____

SCHEDULE OF FINES EXHIBIT "A-1"

The following fines will be charged to the resident plus the cost of repairs and/or all services and any replacement necessary to any and all areas of the Facility. The facility will be inspected by the Onsite Manager and the renting resident.

****- SCHEDULE OF FINES ****

| | |
|--|-----------|
| 1. TRASH <u>NOT</u> TAKEN HOME BY RESIDENT | 50.00 |
| 2. FLOORS AND CARPETS NOT CLEANED AND VACUUMED | 50.00 |
| 3. KITCHEN <u>NOT</u> CLEANED, STOVE AND REFRIGERATOR NOT EMPTIED | 50.00 |
| 4. BATHROOMS <u>NOT</u> CLEARED OUT | 50.00 |
| 5. FURNITURE <u>NOT</u> RETURNED IN ORIGINAL ARRANGEMENT | 50.00 |
| 6. NON REMOVAL OF ANY AND ALL DECORATIONS FROM WALLS, WINDOWS AND FURNITURE | 50.00 |
| 7. ALL CLUBHOUSE TABLE & CHAIRS <u>NOT</u> RETURNED AND / OR CLEANED (PLUS REPLACEMENT COST) | 50.00 |
| 8. IMPROPER DISCHARGE OF FIRE EXTINGUISHER | 50.00 |
| 9. GLASS BROKEN (PLUS COST OF GLASS INSTALLATION) | 75.00 |
| 10. DAMAGE TO WOODWORK AND/OR TRIM, FURNITURE, UPHOLSTERY, ETC. (PLUS REPLACEMENT COST) | 125.00 |
| 11. DAMAGE/REMOVAL TO ANY / ALL CLUBHOUSE ITEMS TELEVISION, LAMPS, PICTURES, VASES, ETC. (PLUS REPLACEMENT COST) | 100.00 |
| 12. DAMAGE TO APPLIANCES (PLUS REPLACEMENT COST) | 100.00 |
| 13. DAMAGE TO BATHROOM FIXTURES (PLUS REPLACEMENT COST) | 100.00 |
| 14. EXCEEDING CONTRACT RENTAL TIME | 40.00 HR. |

RESIDENT AGREEES TO AND WILL ASSUME COMPLETE, ABSOLUTE, AND SOLE
PERSONAL RESPONSIBILITY AND LIABILITY DURING THE RENTAL PERIOD.