

RECREATIONAL FACILITY USE CONTRACT – CLUBHOUSE

THE STATE OF TEXAS

FORT BEND COUNTY

This recreational facility use contract is executed and entered into by and between Canyon Gate at Cinco Ranch Homeowners Association, Inc. (The Association) and

Resident: _____ email: _____

Address: _____

Katy, Texas 77450, Telephone number () _____

The Resident named desires to use the clubhouse for a fee paid to the Association (hereinafter described as "Facility").

The Resident certifies they are members in good standing with the Association and specifically are not delinquent or deficient in annual maintenance assessment, special assessments, violation assessments, or charges as those terms are used in the Declaration of Covenants, Conditions, and Restrictions of Canyon Gate at Cinco Ranch Homeowners Association, Inc.

The Resident certifies they do not have any pending litigation before any forum, court, or arbitration scheduled with the Association or any member of the Board of Directors or management company.

Resident agrees to and assumes complete and absolute personal responsibility and liability for any and all injury, damage to personal and Association property resulting from the use of the Facility.

SIGNATURE: _____

RENTAL FEES:

0 – 2 hours	\$150
Each additional hour or fraction	\$75
Security Deposit	\$300

NOTE: Exclusive use of the pool between 8 & 10 pm. can be in conjunction with the clubhouse rental. Regardless of clubhouse rental times, pool use will cease by 10:00pm. Shared use of the pool for parties will incur the cost of additional guard(s)

NOTE: Cleanup times are included in the Rental Hours. You may be given a grace period not to exceed 2 hours for setup provided no other function is occurring prior.

I CERTIFY THAT I HAVE READ AND UNDERSTAND THIS FACILITY RENTAL AGREEMENT. I FURTHER AGREE TO ALL THE TERMS, CONDITIONS, AND RULES CONCERNING THE USE OF THE FACILITY.

OUR INTENDED RENTAL DATE AND TIMES ARE:

DATE: _____ FROM _____ AM/PM TO _____ AM/PM

This rental includes exclusive use of the pool for _____ hours.

THE FEES ASSOCIATED WITH THIS RENTAL ARE _____

Paid by check number _____ & _____

Checks returned for insufficient funds or other reasons will added to the annual assessment plus costs.

RESIDENT
SIGNATURE _____

2nd RESIDENT
SIGNATURE _____

You may pick up the keys for the facility from the guard shack approximately 2 hours prior to your scheduled time. Keys must be returned to the guard shack no later than 30 minutes after your function has ended.

CANYON GATE AT CINCO RANCH REPRESENTATIVE

SIGNATURE _____

DEPOSITS:

At the time of intent to rent, the Resident shall deliver to the managing agent a personal check or money order in the amount of Three Hundred Dollars (\$300) for security and another personal check or money order for the intended rental hours.

The security deposit will be returned in full if:

- (A) There is no damage or debris to any portion of the facility, grounds, or parking lot resulting from or attributable to the resident's use of the facility.
- (B) There are no unacceptable areas of the cleanup procedures as outlined in the attached inspection form.

If any area of the inspection form is deemed deficient or unacceptable, portions of the deposit will be forfeited according to the schedule of fines and applied to the cost of additional cleanup and repairs.

It is the responsibility of the renting resident, before the start of the function to report to the managing agent or guards on duty any area with damage or unacceptable condition. If no initial report is given, the areas will be deemed acceptable.

You can leave a voicemail by calling 281-492-6020 or by contacting the guards at the guard shack.

RULES:

- (A) No smoking or vaping is permitted inside the Clubhouse
- (B) Alcohol may be permitted in the clubhouse provided a police officer is in attendance.
You can contact the Sheriff's office or the Constable's office at their respective non-emergency numbers
- (C) No alcohol is permitted for any attendee under the legal age or on the grounds at any time.
- (D) Irresponsible or outrageous behavior will get your function shut down immediately and deposits forfeited.
- (E) Occupancy limits must be followed. (Currently 60 persons)
- (F) The clubhouse must be vacated by Midnight and the keys returned by 12:15am.
- (G) If renting past 10:00pm, all exit doors must be locked.
- (H) Resident must supply all cleaning supplies and trash bags.
- (I) Trash can be placed in the facility trash cans, if they all fit or must be taken home for disposal.
- (J) Resident must be present during the entire rental period.

MINORS:

Functions for minors (under the age of 21) must have a supervising adult at least 25 years of age in attendance according to the following schedule:

1 – 20 minors	2 supervising adults
21 – 40 minors	3 supervising adults
41 – 60 minors	4 supervising adults

CANCELLATION:

Resident agrees to notify the managing agent of cancellation at least 10 days prior to the scheduled event. All deposits and rental fees will be returned.

If notification of cancellation is less than 10 days, a \$25 fee will be subtracted before returning the deposits.

Resident agrees to forfeit hourly rental fees if no notification of cancellation is given. Security deposit will be returned.

POST FUNCTION INSPECTION:

After the resident vacates the facility, an authorized agent of the Association shall inspect the facility for cleanliness and/or damage. **Resident has the right to attend the post inspection provided it is scheduled in advance.**

The inspecting agent will use the inspection form and schedule of fines to determine if any additional cleanup, repairs, or replacement is necessary and attributable to the function.

For any cleanup, damage, or repairs needed, the security deposit will be first applied to the schedule of fines and then to any costs, charges, or expenses necessary to correct the deficiencies.

If the security deposit does not cover the costs of repairs, the Homeowner/resident will be billed/invoiced for the cost. Resident agrees to pay any invoice sent by the Association with 30 days. If the invoice is not paid within the 30 days, it will be added to the annual assessment of the corresponding lot. In case of a renter/lessee, the homeowner will be notified of the impending charges and assessments and resident will be barred from renting the facility again.

Irresponsible, loud, outrageous, boisterous behavior or disregard for the clubhouse rental rules may get the resident barred from any future rental of the facility.

POOL RENTAL:

You must contact Sweetwater Pool mgmt. at 281-988-8480 to engage lifeguards for your function.

Or, you may contact them at parties@sweetwaterpoolsinc.com

No glass or breakable items will be allowed in the pool area.

People who appear to have less than full faculty will be asked to leave the pool area immediately and the use of the pool **may** be suspended and fees forfeited.

BINDING EFFECT:

This agreement shall be binding on all owners of record of the lot described in the address, lessees, and/or renters, assigns, and representatives.

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

CLUBHOUSE SCHEDULE OF FINES

BALLOONS, STRINGS AND ALL DECORATIONS REMOVED	\$25.00
TRASH PROPERLY DISPOSED OF	\$50.00
FLOORS CLEANED (kitchen, restrooms, hall, entry)	\$35.00
KITCHEN CLEAN AND REFRIGERATOR EMPTIED	\$20.00
RESTROOMS CLEAN	\$20.00
FURNITURE IN ORIGINAL ARRANGEMENT	\$10.00
IMPROPER DISCHARGE OF FIRE EXTINGUISHER	\$75.00
DAMAGE TO BUILDING ENVELOPE, WALLS OR TRIM	\$50.00
GROUNDS AND PARKING LOT FREE OF DEBRIS	\$50.00
DAMAGE TO ASSOCIATION PROPERTY (furniture, vases, lamps, pictures)	\$75.00
DAMAGE TO APPLIANCES	\$100.00
DAMAGE TO RESTROOM FIXTURES	\$100.00
FANS AND LIGHTS TURNED OFF	\$20.00
AIR CONDITIONING TEMP RESET TO 78 (MAY 1 TO SEPT 30)	\$10.00
HEATING TEMP RESET TO 66 (OCT 1 – APR. 30)	\$10.00
ALL EXTERIOR DOORS SECURED AND LOCKED	\$100.00
KEYS RETURNED TO GUARD SHACK	\$50.00
OCCUPANCY LIMIT SURPASSED	\$300.00

PRE INSPECT

POST INSPECT

DECORATIONS REMOVED/ WALLS CLEAN

TRASH PROPERLY DISPOSED OF

ALL FLOORS CLEANED

REFRIGERATOR EMPTIED

APPLIANCES, COUNTERTOPS CLEAN

TABLES/ FURNITURE CLEANED

RESTROOM FIXTURES IN ORDER

FURNITURE RETURNED TO ORIGINAL POSITION

FANS AND LIGHTS TURNED OFF

AIR CONDITIONING TEMP RESET

HEATING TEMP RESET

EXTERIOR DOORS SECURED

ANY SIGNS REMOVED

GROUNDS CLEAR OF DEBRIS

PARKING LOT CLEAR OF DEBRIS

ANY DAMAGED OR MISSING ASSOCIATION ITEMS:
