TOWNEWEST COMMUNITY IMPROVEMENT ASSOCIATION, INC.
COMMUNITY CENTER RENTAL POLICIES
AND USAGE AGREEMENT
10423 West Bellfort, Sugar Land, TX 77498

PLEASE READ, IN FULL, BEFORE SIGNING, AT THE COST OF YOUR DEPOSIT

The undersigned Townewest CIA Homeowner(s) (hereinafter "Homeowner(s)" or "Owner(s)" or "Resident(s)" has requested the use of the Townewest Community Center (hereinafter "Center") on the____ day of_____, for the hours of _____AM/PM _____AM/PM.
Type of event: _____ Number of guests: _____ (***Not to exceed 129***)
Will you be using an inflatable device? ___ Yes ____ No
Will alcohol be served at the party? ____ Yes ____ No
If there will be alcohol the renter must hire a police officer and report the information to the management company.
Officer Phone: ( ) _____ Badge Number: _____
Company Name: _____
Homeowner Name: _____
Homeowner Address: _____
Phone: ( ) _____ Email:_____

IN CONNECTION THEREWITH, HOMEOWNER HEREBY AGREES AS FOLLOWS:

1. Rental of the Center is limited to Townewest CIA Homeowner(s) at least 21 years of age only. Homeowner must be in good standing with the Association and must always be present during the rental, including the time it takes to set up for the event and the time it takes to clean the clubhouse after the event. Failure to do so will result in forfeiture of future rentals. _____(Initials)
2. If alcohol will be served at any function at the Center, Homeowner(s) must inform Sterling Association Services Inc. at the time of application. At the time a peace officer must be contracted from the renter for the entire time of the event, including the time it takes to clean the Center after the event. The cost of having a peace officer at the function will be the responsibility of the Homeowner(s). Payment for the officer must be paid in advance in the form of cash, money order or cashier's check payable to the officer contracted. Please give Sterling Association Services Inc. the contact information of the peace officer to include the badge number _____ (Initials)
3. Any peace officer contacted, reserves the right to remove anyone from the Center that he/she feels may be endangering other guests, is not acting in a responsible manner and/or does not comply with all liquor laws. _____ (Initials)
4. The rental fee of $325.00 and Deposit of $275.00 must accompany all applications and reservations. Reservations are made through the office of Sterling Association Services, Inc. between the hours of 9:00 AM and 4:00 PM Monday through Friday. The phone number for Sterling Association Services, Inc. is (832) 678-4500. All reservations are made on a first come, first serve basis. Reservations are non-transferrable. _____ (Initials)
5. If rental is scheduled for Friday, Saturday, or Sunday, keys and or code card to the Center are to be picked up on Friday before 4:00 PM the week of the rental and must be returned the following Monday before 4:00 PM. If rental date is scheduled for any other day of the week, the key may be picked up the morning of the rental and must be returned the following business day by 4:00 PM. Failure to return the issued key and or code card at the stated time will result in an additional day charge of $275.00 and/or the cost of $100.00 to replace the key and or code card. _____ (Initials)
6. The rental fee of $325.00 will be forfeited if the Homeowner(s) cancels without providing the Association with seventy-two (72) hours' written notice or makes changes to the Usage Agreement, without exception. ____ (Initials)
7. Youth functions are defined as those functions for guests under the age of 18. Said function must have at least one (1) adult chaperon for each ten (10) guests. Chaperons along with the Townewest CIA Homeowner(s) that signed the Usage Agreement must be present during the duration of the event, set up, and clean up time included. _____ (Initials)

8. Use of the Center for functions and programs conducted by the association will be always given priority. The Association reserves the right to cancel any reservation, with good cause, (IE: Acts of God, utility outages, a/c system failure) without liability for costs or inconveniences to any person or entity; however, every consideration will be made to accommodate the Homeowner(s). _____ (Initials)
9. The Center shall not be used by a person, Firm, Corporation, or Association of persons for profit, and no price or fee for admission may be charged, except by charitable societies and organizations, which have previously registered and received written prior approval for use by the Association. _____ (Initials)
10. Homeowner(s) will abide by the rules of the Procedure Checklist attached. ____ (Initials)
11. The Center will be inspected by a Board Member after each event. If there is evidence of loss and/or damage, the deposit of $275.00 will be withheld until such time as the Board of Directors assesses the damage and determines the replacement costs for the missing and/or damaged items. Any amount over and above the $275.00 deposit will be charged to the Homeowner(s). These amounts are due and payable immediately. If payment of these additional fees is not received within three (3) business days, the Association reserves the right to bill these charges to the Homeowner's Maintenance Assessment Account, unless prior arrangements are made with the Board of Directors. _____ (Initials)
12. If there is additional cleaning required, the Board reserves the right to charge a flat rate cleaning fee of $175.00 plus $35.00 per hour for cleaning of the Center. ____ (Initials)
13. If there appears to be no damage, no items missing and if there is no additional cleaning required, and all trash and garbage has been removed from the premises and deposited into to the supplied trash carts, the full amount of the Homeowner's deposit will be refunded within five (5) business days from the date of the rental. ____ (Initials)
14. The clubhouse is a non-smoking facility. Smoking indoors is strictly prohibited. Any evidence of smoking in the Center, automatically forfeits the entire $275.00 deposit. ____ (Initials)
15. Homeowner(s) shall use the Center at his/her own risk and hereby releases and agrees to hold harmless the Association, Board of Directors, and its agents from and/all claims, damages, and/or causes of action arising out of or because of Homeowner(s) use/occupancy of the Center. Homeowner(s) fully understands that he/she is responsible for all damages to the Center and/or premises both inside and outside during the period of rental of the Center. ____ (Initials)
16. **Unless otherwise specified herein, Homeowner(s) shall have the exclusive use of the Center during the stated time. Below is the schedule to be adhered to:**
17. **Rentals Sunday through Thursday:**
    - **8:00 AM to 10:00 PM includes set up and cleanup time**
18. **Rentals Friday and Saturday*:**
    - **8:00 AM to 2:00 AM includes set up and cleanup time**
19. ***Friday and Saturday rentals must have music turned off by midnight (12:00 AM)**
20. Rental times include the time it will take to set up, hold the event, and clean the Center. The Center must be cleaned and completely vacated no later than the above designated times, unless prior written consent is given by the Board of Directors. Homeowner(s) fully understands he/she is not permitted inside or on the premises prior to the above designated times. Failure to comply will result in a charge of $150.00 or daily rental fee. ____ (Initials)
21. Homeowner(s) understands that the Center must be always secured. Exits are to be always kept clear and free of debris. Doors are to be kept closed except for the time guests are coming and going during the event. Should the Center be left unsecured during any portion of the rental time, or if found unlocked at inspection, or if any property is missing as a result of the Center not being secured, the Homeowner(s) will be held responsible and the deposit or a portion thereof will be withheld at the Board of Director's discretion. _____ (Initials)
22. The Association provides only the equipment that is listed on the Center Inventory. Any other equipment or supplies must be furnished by the Homeowner(s). Homeowner(s) is not allowed to store equipment or supplies in the Center other than during the hours that are specified on the Usage Agreement. All items used by Homeowner(s) must be washed and returned to their original position. The Association is not responsible for the loss or damage to any of the Homeowner(s) property. Lost and found articles are kept for one (1) week only. ____ (Initials)
23. Homeowner(s) must always keep all Center furnishings inside the Center. No furniture or equipment, etc., may be taken outside at any time. Should any damage occur because of the furniture or equipment being moved outside, the amount to restore or repair damaged items will be withheld from the Homeowners deposit. ____ (Initials)

24. Homeowner(s) must always keep all Patio furnishings within the fenced in patio of the Center. No furniture or equipment, etc., may be taken outside the fenced area at any time. Should any damage occur because of the furniture or equipment being moved outside the fenced area, the amount to restore or repair damaged items will be withheld from the Homeowners' deposit. ____ (Initials)
25. Inflatables and/or fog machines are not permitted inside the clubhouse. ___ (Initials)
26. Inflatables are permitted outside, only. **It must be noted at the time of rental that an inflatable will be used during the rental period. If an inflatable is used and not disclosed at the time of the rental, the full $350.00 deposit will be forfeited.** ____ (Initials)
27. Homeowner(s) takes full responsibility for the actions and conduct of him/herself, his/her family, and/or guests. Disorderly, boisterous, drunken, and/or unlawful action will not be tolerated. The Board of Directors reserves the right to ask any person or persons not acting responsibly to leave the Premises immediately. All events are to be conducted in such a manner that does not disturb neighbors and/or homeowners directly surrounding the area. ____(Initials)
28. The Association reserves the right, when it is necessary, to require Homeowners(s) or organizations to provide public liability and/or property damage insurance policies, and any other coverage to protect the property of the Association. ____ (Initials)
29. **NO TAPE, PUSH PINS, TACKS, OR ANY OTHER ITEM THAT WOULD DEFACE THE PROPERTY, ARE ALLOWED ON ANY SURFACE INCLUDING ON THE INTERIOR WALLS, BASEBOARDS, MOLDING, OR CEILING.** The use of rice, confetti, glitter, or any flammable material is prohibited in the Center or on the Premises. Noncompliance with this policy will result in the loss of a portion of the deposit to be determined by the Board member responsible for inspecting the Center. ____ (Initials)
30. The Homeowner(s) will be issued a key for the date of his/her rental and shall be responsible for the replacement should it be lost or stolen. The cost to replace the key/key card is $100.00. Homeowner must always keep the key with him/her and not allow anyone else access. ___ (Initials)
31. **Any problems during term of this Agreement should be reported immediately to the management company, Sterling Association Services, Inc. at 832-678-4500.**

PREMISES DAMAGE

The undersigned Homeowner(s) accepts all liability and responsibility for damages inflicted upon the Facility and Premises during any function for which the undersigned Resident has requested use of the Facility. Liability and responsibility for damages shall extend only to such cleaning, repairs, or replacements, which will restore the Facility, furniture, and/or equipment to a condition equal or better than the condition immediately preceding damage. The Association may, at the sole discretion of the Board of Directors, accept a monetary settlement for damages.

At the discretion of the association's Board of Directors, future rental privileges may be withheld by any Resident whose function:

A. Results in damage to the Facility of Premises;
B. Creates a disturbance in the neighborhood;
C. Violates any law or ordinance; or
D. Violates any terms or conditions of this Agreement.

WAIVER

The undersigned Homeowner(s) agrees to indemnify and hold Townewest Community Improvement Association, Inc., as well as its officers, directors, agents, representatives and their respective family members, harmless from any liability arising from the personal injury, death, property loss or damage resulting from, or incidental to, use of the facility and common area. If anyone sues the Association for any reason alleged to be related to the rental of this Center, including attendance at the event or function, the Association has the right to select counsel of its choice for its defense, and a Homeowner(s) must pay for all attorney's fees, costs, and expenses. The Association is duly authorized to utilize legal recourse or any measure it deems necessary to collect delinquent or damage fees or any other charges/costs incurred which result from negligence in the use of the Center, pool area, or surrounding property.

I, the undersigned do hereby understand and agree to all the terms listed in the Townewest Community Center Rental Policies and Usage Agreement and attachments hereto. It is also understood that my signature below signifies that I have read and understand the entire COMMUNITY CENTER RENTAL POLICIES AND USAGE AGREEMENT and comprehend all penalties that can be brought against me by the Townewest Community Improvement Association, Inc.

Signed and agreed to this _____ day of _____ ,

Resident (please print)_____

Address _____

Phone(s)_____

Homeowner(s) Signature_____

INVENTORY, EQUIPMENT & SUPPLIES CHECK LIST

Date of Rental _____

Verified By Board Representative _____

Verified By Renter _____

Please verify the listed items are present and in good condition at check-in and check-out:

In / Out

1 Black Stone Grill w/propane - bottle not included (if item is used it must be cleaned)

1 Popcorn Machine w/popcorn scooper, popcorn, salt, etc. (if item is used it must be cleaned)

1 Small Side Table

2 Speakers w/remote and microphone

1 Microwave

1 Coffee Maker

40 Folding Chairs

7 Round Tables

8 Square Tables

3 Patio Tables w/ 8 chairs

Paper Towels & Holders – 4 rolls / 2 extra

Restrooms Stocked w/ 2 extra

Utensils – 1 cutting board / 1 lg spatula / tongs – 4 sm, 4 lg / 2 plastic serving bowls. 1 lg, 1 sm

2 Wooden serving trays, sink - plug, dish strainer, basket, 5 hot pads

Cleaning Supplies – dish soap - 1 / counter cleaner -1 / disinfected towels / 1 brush broom /

1 cloth broom / 1 mop / 1 mop bucket / 1 sm bucket

3 Door Mats

7 Trashcans / 4 lg plastic / 2 sm stainless steel / 1 med plastic

Date of Walk Through _____

Board Representative _____ Refund of Deposit Y / N

Renter _____