

Mills Branch Village Community Room Usage & Rental Agreement

Rules and Regulations

- All events are subject to the Mills Branch Village Community Association, Inc. ("MBVCA") Homeowners Association ("HOA") Board approval.
- **RESERVATIONS ARE NOT GUARANTEED UNTIL PAYMENT OF BALANCE DUE IS RECEIVED. CANCELLATION REQUIRES 48 HOUR NOTICE PRIOR TO EVENT TO AVOID A \$40.00 CANCELLATION FEE.**
- **ROOM CAPACITY – 15**
- Minimum Required Adult to Child Ratio: 1 adult (21 years or older) to 10 children.
- Rental period shall be between the hours of 9 am and 10 pm. **In the event the community room rental has pool access, the rental would have to coincide with the pool hours of operation.**
- Renter must be a Mills Branch Village resident and must be current in member's assessments as stated in Article II Property Rights of the Declarations.
- The premises shall not be leased to a profit-making organization or anyone with the intention of selling products or services within the community room or on surrounding property.
- Fundraiser or political events for any organization requires MBVCA HOA Board approval.
- Noise levels shall be maintained so as not to disturb the residents of the community.
- Prepared or catered food only. The facility is not equipped for cooking.
- **Decorations, Signs and Music must be approved by Pool Committee Chair.** Nothing may be affixed to ceilings, floors, walls or doors of the premises without written request and subsequent approval of Pool Committee Chair. ***No tacks or adhesive of any kind allowed on any surface of the community room or furnishings. No drilling or punching of holes in the walls, doors or other surfaces. You will be held responsible for all surface damage.*** Wedding rice, birdseed and glitter are prohibited from the premises. Bubbles may ONLY be used outside. Smoke or fog machines require the approval of the Pool Committee Chair.
- **Deliveries:** No deliveries of any kind shall occur prior to the designated rental start time without approval by the Pool Committee Chair. Motorized Vehicles are not allowed to drive on the lawn or up to any gate or entrance for any reason. NO DELIVERY OF PRODUCTS WITH THE INTENTION TO SELL allowed at this facility.
- **Parking:** Parking may be limited. Large groups are strongly advised to arrange for local parking and transportation. Take heed of the No Parking areas that surround the property. The MBVCA is not responsible for towing, damage of vehicles, theft of vehicles or theft of valuables left in vehicles.
- **Responsibility for Damages:** ***The tenant assumes all liability for any breakage, damage or misuse of the property and contents.*** The premises must be left in the condition in which it was delivered, clean and damage free. The MBVCA does not assume liability for any property left in the room by the tenant or his/her guests.
- **Community Room Rentals with Pool Access:** Must be coordinated with Kingwood Community Pool Company at 713-557-8576 or email Levi Biles at levibiles@outlook.com for additional lifeguards.

- **Facility condition:** The facility will be left in as good, if not better, condition than it was before use.
- **Cleaning Deposit:** The cleaning deposit for the use of the room will be returned after inspection of the facility. **If the facility is not in good condition the cleaning deposit will NOT be returned.**
- **Key Deposit:** The key deposit for the use of the room will be returned after inspection of the facility, the key has been returned and the key has not been duplicated. If the tenant duplicates the key, the tenant shall forfeit the key deposit and be responsible for the total cost of rekeying the Mills Branch Village Community Room locks and the creation of any keys for the new locks. **Key/s must be returned to Sterling between 9 am & 5 pm the Monday following the rental. Otherwise, the Key Deposit check will NOT be returned.**
- **Time allowed on premises:** You are ONLY permitted to be on the premises during the time agreed upon in this rental agreement.
- **Under NO circumstances are ANY of the following allowed:**
 - Duplicate the Mills Branch Village Community Room key.
 - No alcoholic beverages, No tobacco products, No gum products
 - No grills
 - No firearms or weapons of any kind
 - No tacks or adhesive of any kind allowed on any surface of the community room or furnishings.
 - Motorized vehicles are not allowed to be driven onto the lawn of the property, including near the gate, for any reason.
- **Trash: All trash must be completely removed off-site from the premises.**

General Usage Rules:

The tenant shall not allow anything or anyone to violate the laws of the City of Houston or the State of Texas; the rules and regulations of this usage agreement; and agrees that every person connected with the event shall abide by such rules, regulations and laws. The tenant shall not allow anything to take place on the premises which is potentially dangerous to the public, is illegal, indecent, obscene or immoral or in any way offensive.

The MBVCA reserves the right to deny usage for any reason that it deems necessary. The Pool Committee Chair may at his/her sole discretion, cancel this agreement or retain deposit fees where:

- The agreement was secured by misrepresentation or not used for the purposes set out in the agreement;
- The agreement was transferred without approval of the MBVCA HOA;
- There has been a breach of the regulations posted in the facility or set out herein;
- The facility required technical/emergency repairs which cannot be performed at another time.

I agree to be present at the stated event and abide by the rules and regulations stated in this Agreement.

Signature of Tenant/Agent _____ Date _____

Mills Branch Village Community Association
(MANAGEMENT COMPANY STERLING ASI PHONE # 832-678-4500)

This Usage Agreement is made between Mills Branch Village Community Association and the following for the use of the Mills Branch Village Community Room for the following event:

Name/Organization: _____

Address: _____

Telephone (Home): _____ (Work): _____ (Cell): _____

Email Address: _____

Driver's License Number: _____ State: _____

(copy of renter's driver's license required)

RESERVATION AND PAYMENT TERMS:

Event Date: _____

Start Time: _____ AM/PM End Time: _____ AM/PM Total Rental Hours: _____

(This time includes setup and take down.)

| ITEM | RESIDENT | AMOUNT DUE |
|----------------------------|----------|------------|
| First Four Hours | \$40.00 | |
| Each Additional Hour | \$10.00 | |
| Key Deposit** | \$50.00 | |
| Cleaning Deposit ** | \$100.00 | |

TOTAL BALANCE DUE FOR USAGE AGREEMENT: \$ _____

Rental fee will be deposited immediately upon receipt of the signed agreement. Key and cleaning deposit fees will be held until after the event and will be returned once the room has been inspected and cleared, and the keys have been returned per the agreement.

PAYMENT IS BY MONEY ORDER OR CASHIERS CHECK ONLY. CONTACT STERLING AT 832-678-4500 TO RESERVE THE COMMUNITY ROOM AND TO MAKE PAYMENT ARRANGEMENTS FOR THE COMMUNITY ROOM RENTAL AND DEPOSITS.

Signature of Tenant/Agent _____ Date _____

RESERVATIONS ARE NOT GUARANTEED UNTIL PAYMENT OF BALANCE DUE IS RECEIVED. CANCELLATION REQUIRES 48 HOUR NOTICE PRIOR TO EVENT TO AVOID A \$40.00 CANCELLATION FEE.