

BPCIA CLUBHOUSE RENTAL AGREEMENT & RELEASE

In consideration for reservation of the right to use all or part of the Briar Park Community Improvement Association (BPCIA) recreation center, including the Clubhouse and playground therein, and parking lot areas and grounds adjacent thereto, located at 13902 Piping Rock, Houston, Texas (all such areas herein referred to as the "Center") by the undersigned Resident(s) of the BPCIA community (hereinafter referred to as "Resident", whether one or more) for a private party to be held by Resident at the Briar Park Community Improvement Association (BPCIA) Center, Resident hereby agrees with as Follows:

<u>USAGE FEES*:</u>		CLUBHOUSE
Deposit:		\$200.00
Rental Fee:	Monday-Thursday	\$150.00
	Friday-Sunday	\$200.00
	Holidays	\$200.00

Please mail or drop off the signed agreement accompanied by two checks (deposit and rental fees) made out to BPCIA, to the management office located at 2825 Wilcrest Dr., Suite 600, Houston, TX 77042.

Date of Usage _____ Time _____ ****Access Card #** _____

Name of Resident Reserving Center _____

Address of Resident Reserving Center _____

Home Phone _____ Work Phone _____ Email _____

Total number of guests expected: _____. BPCIA reserves the right to limit the total number of guests prior to or during the private function). Note: A maximum number of 60 total guests are allowed.

Type of function being held: _____

* Use of the center is for the date of reservation only. Any entrance into the space prior to the date of the reservation will be charged as a rental for that day which will be deducted from the deposit.

** If the Resident who is reserving the center does not have an access card, they can sign one out from the management company on the last business day before the rental (please note that the office closes at 12 noon on Fridays). The borrowed card must be returned by the end of the next business day after their rental. There is a \$25 charge for any card that is borrowed and not returned. If you will be borrowing a card, please write "Pick-up" in the space above.

Signature

Date

YOUR SIGNATURE ACKNOWLEDGES YOU HAVE READ, UNDERSTAND AND AGREE TO ALL TERMS HEREOF.

1. **Terms of Usage:** Resident and Resident's guests and invitees shall use the Center only in strict compliance with all rules established by BPCIA for use of the Center, including all rules posted at the Center, and each of the following ("Rules and Regulations"):

- a. The Center may be reserved: (i) only by a full time Resident of the BPCIA subdivision: and (ii) only if all assessments applicable to the lot upon which Resident resides, are paid in full.
 - b. All parties shall end (I) for children under age of sixteen by 10:00 p.m. and (II) for all others by 11:00 p.m. and all clean up, as set forth in paragraph 3(a), shall be completed within thirty (30) minutes following the end of the party.
 - c. All persons attending the party shall leave the Center (including the adjacent parking lot areas) within thirty minutes following the end of the party. This rule shall apply to any full time Resident of the BPCIA subdivision if the party ends during regular pool hours.
 - d. Barbecuing, grilling or any other cooking, and use of any glass or other breakable containers or utensils (including bottles, glasses or plates) are, each and all, prohibited outside the confines of the clubhouse room.
 - e. Noise levels, including music, shall be maintained at a level, which is not audible inside any house in the BPCIA subdivision or a nuisance or annoyance to area residents. If any noise interferes with the lifeguards' ability to enforce the safety of the pool area, they will have the authority to request the noise be lowered.
 - f. Nails, bolts, staples and sticky adhesives are not allowed in attaching items to floors, walls and/or ceilings. Any damage caused by such use will be charged to the resident renting the Center.
 - g. Use of the Center for the party is limited to only the date(s) and time(s) set forth above. BPCIA, its officers, agent or employees, shall be authorized to immediately terminate such use and to require Resident and Resident's guest(s) to immediately vacate the Center when, in the sole opinion of BPCIA, its officers, agents or employees, the conduct of any person becomes offensive, noisy, dangerous, or illegal, or is otherwise in violation of any rules and regulations or which infringes upon the rights of adjoining property owners or residents.
 - h. Use of clubhouse does not include use of tennis courts or swimming pool.
 - i. Use of Center is restricted to social/recreational use only. No business, whether for profit or not, is allowed.
2. **Clean - up: Reimbursement and Indemnity**
- a. Resident shall ensure that the Center be left in a clean, sanitary and presentable condition, acceptable to BPCIA whose sole opinions and decision regarding acceptability shall be binding on Resident. Resident specifically agrees to return all chairs and other equipment to storage, to leave restrooms in a clean and sanitary condition, and to place all trash and debris in trash bags and to leave such bags in the trash cans in the trash disposal area. If all trash will not fit in the available cans, the excess trash must be disposed of at the lessee's residence. If clean-up is deemed necessary by BPCIA, its officers, agents or employees, Resident shall forfeit the deposit of \$200, to cover cost of clean-up. Resident shall be fully responsible for, and shall reimburse BPCIA for any and all damages incurred to the Center, and any equipment or facilities located thereon, resulting directly or indirectly from Resident's use of the Center. Any damage noted during the Resident's initial access to the clubhouse must be documented by photograph and sent to the Management Company prior to the start of the reservation time.
 - b. Resident will at all times indemnify and keep indemnified BPCIA, its directors, officers, and agents and employees, and hold and save all parties harmless from and against any and all claims, liabilities, damages, losses, costs, charges and expense of whatsoever kind or nature, to persons or to property, including attorney fees, which it shall or may at any time sustain or incur and attribute, directly or indirectly to any legal proceedings or suit instituted to enforce the obligations of Residents under this indemnity agreement.
3. **Statement: Return of Deposit:** Residents shall pay over to BPCIA all sums due by Resident to BPCIA under any of the provisions of this agreement immediately upon receipt by Resident of a statement for the sums due. Such statement shall set forth a responsible itemization of all costs, charges and expenses due. Resident hereby expressly agrees to accept the statement of BPCIA for any loss, cost, charge, expense or liability incurred or paid by BPCIA by reason of the provision of this agreement as conclusive evidence against Resident of the fact and extent of Resident's liability to BPCIA.
4. **Miscellaneous:** This agreement configures the sole and entire agreement between the parties, shall be binding upon their respective success and assigns, and may not be amended except by in writing, signed by each party hereto.

6. **Indemnity Agreement:** Resident agrees to indemnify, hold harmless and defend the Association, its officers, Directors, employees, agents, Management Company, contractors, and sub-contractors (Association Parties”), from and against all damages, liabilities, claims, causes of action penalties, fines, costs and expenses (Including without limitation all attorney’s fees and court costs) incurred or suffered by the Association Parties whatsoever arising out of or relation in any way to the Resident’s use of the amenities granted to the Resident by this instrument, whether or not such claims are based upon the negligence of the Association Parties.

Signature

Date

YOUR SIGNATURE ACKNOWLEDGES YOU HAVE READ, UNDERSTAND AND AGREE TO ALL TERMS HEREOF.

The following Board members can be contacted ONLY in the event that the renter is unable to access the center at the time of the reservation. These numbers may not be used for any other purpose.

CLEAN-UP MUST BE COMPLETED THE DAY/EVENING OF THE EVENT

BPCIA Clubhouse Users

(KEEP THIS SHEET)

You are responsible for cleaning the Clubhouse after use. Please leave the Clubhouse in as good as or better condition than when you came and keep in mind the following rules:

- 1) No Smoking or tobacco use is ever allowed inside the Clubhouse or its restrooms.
- 2) No food must be left on the premises – please take it all home.
- 3) No trash may be left in the clubhouse– Place all trash and debris in trash bags and leave the bags by the garbage cans next to the building in the parking lot.
- 4) Kitchen & Bathrooms – appliances, counters, sinks, floors & toilets must be cleaned.
- 5) Floors must be swept or vacuumed thoroughly to remove all debris.
- 6) Tables and chairs must be cleaned and put away.
- 7) Doors must be locked and lights turned off upon leaving.
- 8) All events must end by 11:00 P.M.
- 9) Do not drive beyond the parking lot into the grassy or sidewalk areas. If you, your guests, or your vendors drive beyond the parking lot you will forfeit your deposit.
- 10) Nails, bolts, staples and sticky adhesives are not allowed in attaching items to floors, walls and/or ceilings. Any damage caused by such use will be charged to the resident renting the center.
- 11) Do not use abrasive cleaners on Formica surfaces.
- 12) Clean up duties include the common areas surrounding the playground, such as the playground and parking lot to receive your deposit back.
- 13) Please do not rearrange the furniture and coffee/end tables by dragging these items across the floor; this may cause damage to the tile.
- 14) Turn off all kitchen appliances after use and clean before leaving. Please note that there is a chrome wire hot plate holder and two cutting board/stove top covers in the kitchen that must remain in the clubhouse.
- 15) When clubhouse is not in use, please set the thermostat to 85°F, except in winter months, when the thermostat should be set at 60°F.

Failure to comply with any one rule may result in \$50 (minimum) being taken from your Security Deposit.

Please report any damage or problems to Graham Management: 713-334-8000.

Please complete and return the checklist below for pre and post inspections of the clubhouse:

<u>Inspection Checklist for Pre & Post Inspection:</u>	Pre	Post
Food Items Removed	_____	_____
Trash & Decorations Removed	_____	_____
Counters, Sinks, Floors & Toilet Cleaned	_____	_____
Kitchen Cleaned	_____	_____
Floor Swept or Vacuumed	_____	_____
Table & Chairs Cleaned & Neatly Placed Back in Storage Area	_____	_____
Windows Closed & Shades Drawn (if applicable)	_____	_____
Doors Locked	_____	_____
Damage/Marring of any item noted (wall, shades, furniture, etc.)	_____	_____
Lights turned off	_____	_____

Signature

Address

Date