

**Brightwater Homeowners Association
Missouri City, Texas 77459**

CLUBHOUSE RENTAL CONTRACT

NOTE: The Clubhouse is located at 2410 Brightwater Drive, Missouri City, Texas 77459. Any correspondence relating to the rental should be directed to the Clubhouse Chairperson; do not send this contract or rental fees to the Clubhouse address.

THE STATE OF TEXAS

COUNTY OF FORT BEND

This Clubhouse Rental Contract ("Contract") is made and entered into by and between the Brightwater Homeowners Association (the "Association") and, ("Resident") _____ whose address is _____ in Missouri City, Texas 77459
Telephone # _____ Cell # _____

WHEREAS, the Resident is a member in good standing of the Association and specifically is not delinquent in the payment of the annual maintenance assessment or any special maintenance assessments or charges as those terms are used in the Declaration of Covenants, Conditions and Restrictions for the Lakes of Brightwater and any Supplemental Amendments thereto; and

WHEREAS, the Resident does not have pending before any forum, judicial, non-judicial or administrative, including any forum for alternative dispute resolution as that term is used in Title 7 of the Texas Civil Practice and Remedies Code, any dispute with or claim against the Association; and

WHEREAS, the Resident has agreed to and will assume complete, absolute, and sole personal responsibility and liability for any and all injury or damage to persons or property, real or personal, resulting from, or attributable to the Resident's use of the Clubhouse;

NOW THEREFORE, the Association and the Resident agree as follows:

1. EVENT: The Association grants to the Resident the use of the Clubhouse on:

Date and Time: _____, 20____ from _____ am/pm to _____ am/pm

The type/kind of event planned _____

For: children _____ adults _____ both _____ with estimated _____ number of guests

2. **FEES:** The resident agrees to pay a rental fee as follows: Clubhouse – Downstairs: \$250.00 Payable to: Brightwater HOA (RENTAL FEE)
3. **DEPOSIT:** \$500.00 in the form of a Cashier's Check or Money Order Payable to: LEAVE BLANK or Cash (SECURITY DEPOSIT)

ALL FUNCTIONS MUST END BY MIDNIGHT

THE CLUBHOUSE KEY MUST BE PICKED UP AND RETURNED BY THE RESIDENT USING THE CLUBHOUSE. THE KEY MAY BE PICKED UP THE MORNING OF THE FUNCTION AND RETURNED BY 10:00 A.M. THE MORNING AFTER THE FUNCTION. THE KEY CANNOT BE KEPT LONGER THAN 24 HOURS FOR ANY EVENT. PLEASE NOTE THERE IS A \$50 CHARGE DEDUCTED FROM THE DEPOSIT IF THE COORDINATOR IS MADE TO WAIT MORE THAN 15 MINUTES FOR A KEY RETURN.

RESIDENT MUST PROVIDE ALL CLEANING SUPPLIES (WINDEX, FURNITURE POLISH, CARPET CLEANER, ALL PURPOSE CLEANER, PAPER TOWELS, MOP, ETC.) VACUUM CLEANER IS PROVIDED.

CHECKS ARE PAYABLE TO: Brightwater Homeowners Association. The rental fee may be in the form of cash or a personal check received by the Clubhouse Chairperson at **least fourteen (14) days prior to the rental date. If the Clubhouse is not used and resident does not call to cancel at least seven (7) days in advance of the event, only half of the rental fee will be returned.** There will be no rental fee for Community Functions. Community Functions are defined as Board of Directors Meetings, Committee Meetings, Annual or Special Meetings of the Association and Community Social Events.

SECURITY DEPOSIT. At the time this Contract is signed, the Resident shall deliver to the Clubhouse Chairperson, **A CASHIER'S CHECK, MONEY ORDER OR CASH** in the amount of **Five Hundred Dollars (\$500.00)**. The Security Deposit will be returned in full if: (a) there is no damage to any portion of the Clubhouse covered by this Contract resulting from, or attributable to, the Resident's use of the Clubhouse; or (b) there are no unacceptable areas shown on the Inspection Form, attached hereto and made a part hereof for all purposes; or (c) Resident does not violate any of the rules described in Paragraph 2 below; or (d) Resident does not breach this contract. If there is any damage or any unacceptable areas shown on the Inspection Form, then the Security Deposit will be applied against the cost of repairs, if any, plus the amount shown on the Inspection Form under Fines for any unacceptable areas. **At the beginning of the rental period, it is the responsibility of the Resident to report any damage or other condition, which the Resident considers unacceptable, to the Clubhouse Chairperson for the Association. Failure to report such damage or condition shall constitute acceptance by the Resident of the condition of the Clubhouse.**

IF OVER 90% OF THE DEPOSIT IS KEPT FOR CLEANING OR REPAIRS, RENTAL PRIVILEGES WILL BE DENIED IN THE FUTURE.

1. **RULES:** Resident agrees to use the Clubhouse in accordance with the following rules:

- a. No smoking is allowed inside the Clubhouse.
- b. No candles are allowed.
- c. No alcohol is allowed. This includes beer, wine, wine coolers, champagne, etc.
- d. **NO RED BEVERAGES ARE ALLOWED IN THE CLUBHOUSE. This includes punch, soda, Kool-aid, sherbet-based punches, etc.**
- e. The Resident renting the Clubhouse is responsible for clean-up (no later than 10:00 A.M. the morning after function) as described in the Inspection Form attached hereto and made a part hereof for all purposes.
- f. Parties for teens or groups of adults under 21 years of age will be supervised by at least 2 adults and an off duty Missouri City policeman. At least 14 days before the party, Clubhouse Chairperson must have the name and proof that a policeman will be present **or the party will be cancelled.** Contact Sergeant Philip Englishbee at the Missouri City Police Department (281-403-8700) to make arrangements.
- g. The Resident must be sure all doors are closed and locked prior to closing. Turn off all lights and set the thermostat to the appropriate setting.
- h. **Upholstered Chairs, Chest, Sofa Table, Bakers Rack, Lamps & Silk Plants are not to be moved. (No decorations are to be put on silk plants)**
- i. No vehicles are to be parked under the Porte-cochere or where the curb is marked red.
- j. There are to be no decorations of any kind on the walls, vertical blinds or woodwork. There is to be no scotch tape on the wooden furniture.
- k. **OCCUPANCY LIMIT.** The Resident agrees that no more than **60 persons**, including the Resident, will use the Clubhouse at any one time. This is per the Missouri City Fire Marshall.
- l. No inflatables of any kind are allowed on the Clubhouse grounds.

ANY VIOLATION OF THESE RULES CAN RESULT IN FULL FORFEITURE OF DEPOSIT.

The rental procedures and rules for the Clubhouse are subject to change without notice by the Board of Directors. **THESE RULES APPLY TO EVERYONE - - NO EXCEPTIONS**

2. **INSPECTION.** The Clubhouse will be inspected at 10:00 A.M. the morning following the function. It shall be inspected by an authorized agent of the Association. The inspecting agent will use the Inspection Form as a guideline for inspecting the Clubhouse to determine if the Clubhouse requires any additional cleaning, repairs, or replacement of any items damaged resulting from, or attributable to, the Resident's use of the Clubhouse. The Resident agrees that if, in the sole judgment of the Association or any of its authorized representatives: (a) the Clubhouse 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 Clubhouse, 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 Inspection Form under Fines, then the Association may immediately clean or repair the Clubhouse or replace the damaged items. The amount of the Security Deposit will be applied to any costs, charges or expenses incurred by the Association, as a result of the Resident's use of the Clubhouse. 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 Schedule of Fines, within thirty (30) days and, if 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.
3. **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 Clubhouse 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 representatives. 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.
4. **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 Fort Bend County, Texas.
5. **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.
6. **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.

7. **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.
8. **ENTIRE AGREEMENT.** This Contract constitutes the sole and only agreement of the parties and supercedes any prior understandings, or written, or oral agreements between the parties with respect to the Resident's use of the Clubhouse.

I UNDERSTAND BY SIGNING THIS CONTRACT I AM STATING THAT I HAVE RENTED THE CLUBHOUSE FOR MY USE AND NOT FOR THE USE OF A NON-RESIDENT. I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO BE PRESENT DURING THE ENTIRE EVENT FOR WHICH THE CLUBHOUSE IS BEING RENTED. I FURTHER UNDERSTAND THAT SHOULD I ALLOW SOMEONE OTHER THAN MYSELF TO USE THE CLUBHOUSE OR NOT BE PRESENT AT THE EVENT FROM THE TIME THE KEY IS PICKED UP UNTIL IT IS RETURNED, I WILL FORFEIT ALL OF MY DEPOSIT.

PLEASE NOTE: AN AGREEMENT BETWEEN THE ASSOCIATION AND SOUTHWESTMINSTER PRESBYTERIAN SCHOOL STIPULATES THE USE OF THE CLUBHOUSE BY STAFF AND STUDENTS IN THE EVENT OF AN EMERGENCY ON THEIR CAMPUS. THIS WOULD VOID THE RENTAL CONTRACT BETWEEN THE ASSOCIATION AND THE RESIDENT.

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 Fort Bend County, Texas, on this _____ day of _____, 20____.

RESIDENT

Signature of Resident

Signature of Resident (if more than one)

BRIGHTWATER HOMEOWNERS ASSOCIATION

Clubhouse Chairperson

The Brightwater Homeowners Association is currently managed by Crest Management Company, 17171 Park Row, Suite 310, Houston, TX 77084.