

TEAL RUN GENERAL MAINTENANCE ASSOCIATION

CLUBHOUSE RENTAL APPLICATION & AGREEMENT

CLUBHOUSE RENTAL INFORMATION:

The rental of the Teal Run Clubhouse located at 4703 Teal Bend Blvd., Fresno, Texas, herein referred to as the Clubhouse, requires the completion of all required documents and the receipt of all payments in the form of Cashier's Check, Money Order or Credit Card at least 2 weeks prior to the rental date requested for consideration of approval. The documents to complete and submit are the Clubhouse Rental Application, Clubhouse Rental Agreement, Clubhouse Rental Terms & Conditions and the Security Agreement if applicable. Please print legibly ALL information requested on each of the documents. Renters will not receive additional time for setup and decorating so please plan accordingly by including any additional time in advance.

The Clubhouse may be rented 7 days a week between the hours of 8 am to 12 am, excluding some holidays. Multiple rentals are permitted each day with a minimum of two (2) hours between each rental to allow time for inspection and cleaning if necessary. The Clubhouse may be used by Teal Run GMA Association Members, residents living within the MUD 23 district, Non-Profit Organizations, Board Approved Groups and the General Public. Commercial Use of the building is strictly prohibited. Rental of the Clubhouse does not include use of the pool and pool deck area. The pool may be rented through the Pool Company managing the pool for the current year. Usage fees are determined by the chart below.

Group	Description	Deposit (Due at time of application submittal)	Fees (Due 14 calendar days prior to event)
Association Members	Residents living within Teal Run GMA development	\$250	\$40 per hour (min 4 hours)
MUD 23 Residents	Residents of MUD 23 living within Andover Farms, Cambridge Falls, Estates of Teal Run, Teal Run North and Winfield Lakes developments	\$500	\$75 per hour (min 4 hours)
Non-Profit Organizations	Cub Scouts, Boy Scouts, Qualified groups, including, but not limited to, Cub Scouts, Boy Scouts, Brownies, Girl Scouts, non-profit and public service groups approved by the Association's Board of Directors	\$0	\$0
Board Approved Groups	Groups using the Clubhouse for the benefit or enjoyment of the community. Activities such as Zumba, Line Dancing etc. that have been approved by the Association's Board of Directors.	\$0	\$0
General Public	Anyone not qualifying as an Association Member, MUD 23 Resident, Non-Profit Organization or a Board Approved Group	\$750	\$125 per hour (min 4 hours)

All payments must be in the form of Cashier's Check, Money Order or Credit Card. Deposit amounts will be returned within 30 working days of the rental, minus any charges for damages if applicable.

Any event that has more than 50 guests, that occurs after 8 pm or that serves alcohol will require the presence of two (2) Security Officers for the entire duration of the rental at a rate of \$35 per hour for each officer with a minimum of 4 hours. It will be the responsibility of Teal Run GMA to provide the Security Officers for the event and it will be the Applicant's responsibility to provide a separate payment, in the form of Cashier's Check or Money Order, for hiring the Security Officers. The payment for the Security Officers must be made two (2) weeks prior to the event, if any of the conditions listed above apply to the rental. The Clubhouse Rental Security Agreement must also be signed and submitted with the application.

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APPLICANT INFORMATION:

I/We _____ hereby make application for rental of the Teal Run General Maintenance Association Clubhouse.

Date(s) Requested _____ Number of People Attending _____

Facility Entry Time: _____ Facility Exit Time _____
(Access will be granted no sooner than 15 minutes before Entry Time. The facility must be cleaned and vacated by the listed Exit Time.)

Name of Organization (if applicable) _____

Nature of Use (circle one):

Association Member Mud23 Resident General Public Non-Profit Board Approved Group

Type of Event _____

Will Alcohol Be Served? Yes _____ No _____

Contact Person: _____

Street Address: _____

City/State/Zip: _____

Home Phone: () _____ Work Phone: () _____

Cell: () _____ Email: _____

ACCEPTED AND AGREED: _____ Date: _____

Print Name: _____

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AGREEMENT:

Teal Run General Maintenance association, Inc., hereafter referred to as the "Association", is the Owner and/or operator of a Common Area serving the members of the Association who are residents within the Association located in Fort Bend County, Texas; and the person(s) whose signatures appear below are, hereinafter referred to as "Renter", who for and in consideration of the issuance of access to the Clubhouse do hereby agree as follows:

- The Renter who executes the Teal Run General Maintenance Association, Inc. Clubhouse Rental Agreement must remain present during the entire period that the facility is reserved for his or her private use. In the event such Renter is not present, or if the Renter leaves the Clubhouse area while his or her guests remain, the Association may retain all or part of the required deposit.
- **Renters reserving the Clubhouse for private use are responsible for cleaning the facilities and surrounding area and returning same to their original condition.** All trash and garbage shall be placed in proper containers and taken outside the facility for disposal. Failure to clean the facilities and surrounding area by the end of the period of private use will result in forfeiture of a minimum of \$50.00 of the required deposit. More than \$50.00 may be retained if the facilities and surrounding area are left excessively untidy and unclean. The exact amount of such forfeiture will depend upon the condition of the facilities and surrounding area and the amount of effort required returning the facilities and surrounding areas to their normal condition. It is within the sole discretion of the Association to determine the amount of forfeiture in such circumstances.
- I understand that if the facilities are being rented for parties for persons under eighteen (18) years of age, two (2) Adults must be present at all times for each twenty-five (25) guests and that the facility may not be used by minors without the required number of adults present under any circumstance.
- I understand that the Clubhouse Rental does not include use of the pool or pool deck area.
- I understand that a maximum of ninety-eight (98) persons may occupy the Clubhouse at any given time.
- I understand that two (2) certified peace officer must be present for all functions having fifty (50) or more guests and two (2) Officers for all functions where alcohol is present, regardless of the number of attendees or

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time of the function. Security officers are prepaid by the Renter at a rate of \$35.00 per hour, for a minimum of 4 hours.

- I agree that there will be no presence of or use of illegal drugs of any kind at any time in the Clubhouse or surrounding area.
- I understand that members of the Board of Directors or their appointed agents may inspect the Clubhouse and surrounding areas at any time during the rental period and that there are security cameras located inside and outside the Clubhouse which are recorded at all times.
- I agree to pay for the rental of the Clubhouse, the required security deposit, the required hourly rental fee and hourly fee for licensed peace officer(s) if necessary, payable at the time of the submission of this Application, Agreement and Terms & Conditions. I have attached a Cashier Check or Money Order or Credit Card Payment to this application, as required, made payable to Teal Run General Maintenance Association. If security is required by a licensed peace officer(s), a separate Cashier's Check or Money Order is required and must be given to a member of the Board of Directors for the purpose of obtaining the Security Officers for the event.
- I understand and agree that the security deposit is refundable after the event, upon full compliance with all rules pertaining to the use of the Clubhouse and satisfactorily passing a property damage inspection by a member the Homeowner's Association Board or an appointed representative of the Teal Run GMA community.
- I understand that any damage or loss of property or furnishings will result in the loss of my security deposit, possible cleaning costs and a charge equal to the replacement cost of the damaged or missing property or furnishings.
- I understand and agree that any violation of any local, county, state or federal law occurring in the Clubhouse or within its cartilage during the period of my rental of the Clubhouse by any of my guests or family members may prohibit myself or any of my family members from using or renting the Clubhouse in the future.
- I further understand and agree that as the Renter, I am responsible for the conduct, behavior, dress, noise level and language of all guests and family members attending or participating in any function for which I have rented the Clubhouse.
- I understand and agree to the Terms and Conditions attached to this agreement and made part of the application by reference and inclusion.

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- I further understand, as the Renter of the Clubhouse, that by signing this agreement, I am agreeing to indemnify and hold harmless the Association and its management company against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the use and rental of the Clubhouse facilities by me (us). I will defend any and all lawsuit(s) or cause(s) of action that may be brought against the Association or their management company on account of such accidents and will make good and reimburse the Association or management company for any expenditures that the Association may make by reason of such accidents.

I have read, acknowledged and agree to abide by all posted/published policies, rules and regulations concerning the Association's Recreational Facilities, Clubhouse and Common Areas within the Association.

I agree to assume the risks involved with the use of the Facilities, Clubhouse and Common Areas within the Association.

To the fullest extent permitted by applicable law, Renter shall and does hereby agree to indemnify, protect, hold harmless and defend the Association, its Directors and Officers, and their respective heirs, legal representatives, members, partners, agents, employees, officers, directors, shareholders, parents and subsidiaries, from, and against, all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, liabilities and expenses, including court cost and attorney's fees of any nature, kind or description (including without limitation, claims for property damage, injuries to, or death of any person or entity) arising out of the use of the Clubhouse/Common Areas within Teal Run by Renter, Renter's family members, invitees and guests, whether or not specifically invited by Renter.

The obligations of Renter under this indemnification shall apply even if such liabilities are caused in whole or in part by the sole or concurrent negligence of the Association and whether or not such sole or concurrent negligence of the association was active or passive or by any matter or thing in which liability might be imposed.

The parties agree that in the event any law is enacted which governs this agreement and which limits in any way the extent to which indemnification may be provided to the Association, this contract shall automatically be amended to provide that the indemnification provided hereunder shall extend only to the maximum extent permitted by applicable law.

This Agreement shall further constitute a waiver of subrogation by the Renter against the Association and its insurance carriers.

I acknowledge that I have read and understand the Teal Run General Maintenance Association's Clubhouse Rental Agreement and the Clubhouse Rental Terms & Conditions attached and agree to the terms, conditions and charges set forth therein.

I further release and hold harmless Teal Run General Maintenance Association and/or its agents, from all damages, losses, injuries and/or death as a result of the rental and guarantee payment for all damages in excess of the security deposit. I am responsible for all actions of my guests.

I agree that the Clubhouse is not to be used for any purpose which violates any of the conditions set forth in the Clubhouse Rental Agreement or the Clubhouse Rental Terms & Conditions. Doing so will subject me to loss of the security deposit and make me liable for any damages resulting from the inappropriate use.

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ACCEPTED AND AGREED:

Signature _____

Printed Name _____

Date _____

Alcohol _____, _____ be present at this event
(WILL) (WILL NOT)

Signature _____