

Copper Lakes HOA
Pool / Pavilion Rental Policy & Agreement

17333 Longenbaugh, Houston, Tx
Or
17411 Jade Ridge Lane, Houston Tx

(1) Introduction

WHEREAS, the Applicant desires to rent the Copper Lakes Pool Area building located at 17333 Longenbaugh, or 17411 Jade Ridge Ln. Houston, Harris County, Texas, (the “Pool Area”) from the HOA as herein set forth; and

WHEREAS, the HOA will only rent the Pool Area if the Applicant agrees to be bound by the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the HOA’s agreement to rent the Pool Area on the hereinafter set forth terms and conditions and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant hereby agrees to the terms and conditions set forth herein:

(2) Rental Location Requested

- 17333 Longenbaugh Pool ☐
- 17411 Jade Ridge Lane Pool ☐
- 17411 Jade Ridge Lane Pavilion ☐

(3) Rental/Reservation Information:

Applicant’s Name: _____
Applicant’s Address: _____
Applicant’s Phone (Home): _____
Applicant’s Phone (Cell): _____
Applicant’s Phone (Work) _____
Date(s) Requested: _____ (the “Rental Date”)
Event Description: _____
Event Timeframe _____
No. of Persons Attending: _____
No. of Persons between ages 13-20 Attending _____
Alcoholic Beverages are not allowed.

(4) Eligible Users

Applicant must be an adult (at least 21 years of age) in good standing with the HOA. Applicant must be present at the event at all times and is responsible for the Pool Area use. The HOA Board reserves the right to revoke, limit or prohibit use of the Pool Area at any time to anyone.

(5) Reservations

Pool Area reservations should be made at least ten (10) working days in advance and reservations are on a first come first serve basis. Applicant shall make a reservation by contacting the Reservation Coordinator by telephone (currently Inframark -281-504-1306). Reservations shall not become final until such time as the Reservation Coordinator has provided written communication to the Applicant that all fees, deposits, signed Rental Policy & Agreement and proof of uniformed security arrangement (if applicable) has been received and determined sufficient.

(6) Fees, Security Deposit & Penalties

Unless otherwise determined by the HOA Board, each user shall be required to pay in advance by separate checks, see fee schedule below:

USER	ONE-DAY RENTAL FEE	SECURITY DEPOSIT
Homeowner	\$200	\$800
Tenant	\$200	\$1,000

Checks should be made payable to: Copper Lakes Homeowners Association, Inc.

Applicant is responsible for the Pool Area and for any damage to the Pool Area that occurs during Applicant's rental. The HOA shall inspect the Pool Area after Applicant is through cleaning. If the HOA discovers that the Pool Area was not properly cleaned following Applicant's rental or that damage has occurred, then the HOA shall notify Applicant of such condition within fifteen (15) days. The HOA's notice shall contain an invoice for the costs to clean the Pool Area and/or the cost to make the needed repairs. The HOA may retain all or part of the Security Deposit to cover the cleaning and/or repair cost if Applicant does not clean the Pool Area as required by this Agreement or if damage has occurred. Any remaining Security Deposit shall be returned to Applicant within thirty (30) business days. If the cleaning cost or repair cost exceeds the Security Deposit, then Applicant agrees to immediately pay such amount to the HOA and if not paid, such amount may be added to Applicant's HOA account.

(7) Cancellations

Applicant may cancel this Agreement any time prior to the Rental Date. If funds have been received and deposited, a \$50.00 cancellation fee will be charged. Applicant should expect the partial refund of the deposit and rental fee within thirty (30) days of cancellation.

(8) Use Period

A Pool Area rental generally allows the applicant access of the Pool Area during the time of your event only. All events must end and the patrons at the Pool Area vacated by 10:30 p.m. The Pool Area must be completely cleaned by 10:30 p.m. to avoid a cleaning cost as set forth herein. Notwithstanding the foregoing, all doors, gates and windows of the Pool Area must be locked when not in use.

(9) Scope of Facility

The rental applies only to the Pool Area and does not afford the Applicant use of the playground or Clubhouse.

(10) Restrictions

The Fire Code restricts use of the Pool Area to a maximum of 55 persons, so the Pool Area shall not be used for any group in excess of this number. Smoking or use of tobacco within the Pool Area is prohibited and Applicant assumes full responsibility for any violation of this regulation and related damages. No pets or animals are allowed in the Pool Area or gated patio area at any time, except as required by law. Tables and chairs to be used inside only. Tables shall be covered if used for food or beverage service.

(11) Forbidden Purposes

Applicant shall not use, occupy or permit the use of the Pool Area for any purpose which is directly or indirectly forbidden by law, ordinance, order and government or municipal regulations, deed restrictions, bylaws, rules and regulations governing the HOA or the Subdivision or any written or verbal restrictions issued by a member of the HOA Board. In particular, the Applicant must adhere to all state laws regarding liquor.

Rental of the Pool Area does not include use of the tennis court and clubhouse. Applicant will be responsible to insure that its guests do not use any of these areas.

(12) **Indemnification of the HOA**

The HOA and Applicant agree that the HOA will not be liable to Applicant or any other party for any injury to any person using the Pool Area or its surrounding facilities during Applicant's rental. Applicant shall defend, indemnify and hold harmless the HOA, the Board of Directors of the HOA, and their agents, representatives, officers, directors, members, and contractors from and against any and all claims, actions, suits, damages, demands, losses, costs, expenses and disbursements, including court costs and attorneys' fees, resulting from any injuries to or death of any person or damage to any property (including, without limitation, damage to the Pool Area by Applicant or any other real or personal property owned by the HOA or within the Subdivision) arising out of, relating to, or in connection with, the rental or use of the Pool Area or surrounding areas by Applicant, and/or the failure of Applicant to perform any of its obligations hereunder, and/or the negligence or willful actions of Applicant and Applicant's guests, invitees or others at the Pool Area or Subdivision in connection with Applicant's rental of the Pool Area, even if such injury to person, wrongful death, and/or injury to property was caused or alleged to be caused by the sole, joint, comparative, concurrent negligence or fault of the HOA, and even if any such claim, cause of action or suit is based upon or alleged to be based upon strict liability of the HOA. THIS INDEMNITY AND RELEASE PROVISION IS INTENDED TO INDEMNIFY AND RELEASE THE HOA AGAINST THE CONSEQUENCES OF ITS OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN THE HOA IS SOLELY, JOINTLY, COMPARATIVELY OR CONCURRENTLY NEGLIGENT OR OTHERWISE STRICTLY LIABLE. BY SIGNING THIS AGREEMENT, APPLICANT UNDERSTANDS, ACCEPTS, AND AGREES THAT THE INTENT OF THIS INDEMNIFICATION CLAUSE IS THAT THE APPLICANT SHALL INDEMNIFY THE ASSOCIATION (INCLUDING BUT NOT LIMITED TO ITS MEMBERS, OFFICERS, EMPLOYEES, DIRECTORS, AND AGENTS) FOR ANY AND ALL MONIES, COSTS, LOSSES, AND/OR EXPENSES THE ASSOCIATION INCURS, INCLUDING (BUT NOT LIMITED TO) ATTORNEYS FEES, COSTS, SETTLEMENTS, AND/OR JUDGMENTS, RELATED TO, RESULTING FROM, AND/OR DUE TO, ANY INJURY TO ANY PERSON (INCLUDING BUT NOT LIMITED TO INJURIES TO REAL PROPERTY AND/OR WRONGFUL DEATH) THAT RESULTED FROM, WERE IN CONNECTION WITH, AND/OR WERE RELATED TO, IN ANY WAY, THE APPLICANT'S RENTAL AND/OR USE OF OF THE POOL AREA, *EVEN IF THE ASSOCIATION'S OWN*

NEGLIGENCE CAUSED THE INJURY AT ISSUE. To the extent permitted by applicable law, any statutory or common law remedies, which are inconsistent with the provisions of the foregoing indemnity and waiver, are waived by the Applicant. This indemnity and release provision shall survive the termination or expiration of this Agreement. In no event shall this indemnification clause be read, understood, or interpreted, to inhibit or prevent the Association from selecting its own counsel, and in no event shall Applicant have control of, authority over, and/or the power to select, the Association's counsel.

APPLICANT'S INITIALS: _____ DATE: _____

APPLICANT'S INITIALS: _____ DATE: _____

(13) Key Rules and Condition After Use

The Applicant is responsible for cleaning the Pool Area after the event. The Pool Area should look as good as or better than before the event. Some key rules that apply are: 1) no smoking or tobacco is ever permitted inside the Pool Area or its restrooms, 2) no food must be left on the premises 3) no trash must be left- Applicant must take it home to put it out for disposal.

Failure to leave the Pool Area in acceptable condition may result in a forfeiture of part or all of Applicant's Security Deposit. The Applicant agrees in advance to accept the determination of any HOA Board member or designated inspector as to whether Applicant caused the violation. Inspections shall be accomplished at the inspector's convenience and it is not necessary that the Applicant be present.

Inspection Checklist for Pre & Post Inspection:

	Pre	Post
Food Items Removed	_____	_____
Trash & Decorations Removed	_____	_____
Counters, Sinks, Floors & Toilet Cleaned	_____	_____
Table & Chairs Cleaned	_____	_____

(Note: The above is not necessarily a complete list but is provided for the convenience of the Applicant)

If damage occurs, repairs will be deducted from the security deposit. If the repair exceeds the amount of the deposit, the applicant agrees to pay the additional cost for said repairs and cleaning. Anything in excess of the deposit will be added to the applicant's annual assessment fee.

(14) Miscellaneous.

Noise must be kept to a minimum in consideration of other residents. NO DJ's or loud speakers allowed. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties to this Agreement are performable in Harris County, Texas. In the event the HOA is compelled to retain the services of an attorney to enforce any of the provisions of or collect any sums due under this Agreement, the HOA shall be entitled to recover such attorneys' fees from the Applicant. This Agreement shall not be assigned by the Applicant for any reason and any such assignment is void and of no legal effect. The rights and obligations of this Agreement shall survive the termination of the rental period and this Agreement. Any notice, tender, or delivery to be given by either party to the other under this Agreement shall be sufficient in writing and sent via hand delivery or by registered or certified mail, postage paid, return receipt requested, and shall be deemed received the earlier of actual receipt, or deposit in the United States mail. If to Applicant, notices shall be sent to Applicant's address herein and if to the HOA, notices shall be sent to Inframark, 2002 W Grand Parkway N, Suite 100, Katy, TX 77449. This Agreement is binding upon the Applicant and Applicant's heirs, executors, administrators, legal representatives, successors, and assigns (when permitted by the HOA). If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability of any one provision does not affect any other provision of this Agreement, and this Agreement shall be construed as if such illegal, or unenforceable provision was never in the Agreement. This Agreement is the only agreement between the parties and supersedes any prior written or oral understanding between the parties about rental of the Pool Area. All of the rights, duties and obligations of the parties are completely and fully set forth in this Agreement.

Pool Area Policy & Agreement

(0) **Homeowner Insurance**

Along with the deposit required above, Applicant shall include either a copy of its insurance policy or a certificate of insurance showing Copper Lakes HOA as named insured. *For each Pool Area rental the Association requires a copy your homeowners' insurance policy in the event there is damage to the facility that exceeds your deposit for the facility.*

COPPER LAKES POOL AREA

The Applicant by signing below certifies that he/she has read and understood the Copper Lakes Pool Area Policy and Agreement above, and agrees to abide by those terms as set forth.

Applicant (Signature) _____ Date _____

Address _____ Driver's License _____

Please return this signed agreement along with rental fee and deposit checks to:

**Copper Lakes Pool Area Rental
c/o Inframark
2002 West Grand Parkway North Suite 100
Katy TX 77449**

Pool Area Users

You are responsible for Cleaning the Pool Area after use. The Homeowner's Association does not employ a regular cleaning service.

Leave the Pool Area in as good as or better condition than when you came.

A few simple rules –

- (1) No Smoking or tobacco use is ever allowed inside the Pool Area or its restrooms.**
- (2) No Food must be left on the premises – take it all home.**
- (3) No Trash must be left – you have to take it home with you in a garbage bag.**
- (4) Bathrooms sinks, floors & toilets must be cleaned.**
- (5) Tables and Chairs must be cleaned.**
- (6) All events must end by 10:00 P.M., Pool Area must be vacated by 10:30 P.M.**

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

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Please report any damage or problems to Inframark: 281-870-0585

**RULES
DEPOSIT/COST**

LOSS OF

1	Property must be left in the same condition as when key was delivered Cost of Cleanup	\$25+/Hr/Repair
2	Renter must bring own trash bags and remove trash from Pool Area area and grounds	\$25 per bag or can
3	Rental times for Pool Area area 8 a.m. to 10:00 p.m. Renter must be out by 10:30 p.m.	
4	Staples, tacks, push pins, tape, etc. are not allowed on the walls or gates.	Cost of damage
5	Damage to chairs or tables	Replacement cost
6	Bathroom must be left in clean condition	\$25+/Hr/Repair

Applicant may cancel this Agreement any time prior to the Rental Date. If funds have been received and deposited, a \$50.00 cancellation fee will be charged.