

Copper Lakes HOA
Clubhouse Rental Policy & Agreement

17333 Longenbaugh, Houston, TX (Rev 2)

(1) **Introduction**

WHEREAS, the Applicant desires to rent the Copper Lakes Clubhouse building located at 17333 Longenbaugh, Houston, Harris County, Texas, excluding the playground, pool and pool area (the “Clubhouse”) from the HOA as herein set forth; and

WHEREAS, the HOA will only rent the Clubhouse 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 Clubhouse 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/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: _____

Beer/Wine or Other Alcoholic Beverage to be consumed? _____ Yes** _____ No

 If yes, Uniformed Security Guard or Law Enforcement Officer **MUST be provided. Guard Badge # _____ Name: _____

 Phone # _____ ***Must include proof of guard or officer with this contract***

(3) **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 and is responsible for the Clubhouse use. The HOA Board reserves the right to revoke, limit or prohibit use of the Clubhouse at any time to anyone.

(4) **Reservations**

Clubhouse 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 -281-870-0585). 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.

(5) **Fees, Security Deposit & Penalties**

Unless otherwise determined by the HOA Board, each user shall be required to pay in advance by separate checks a fee of \$200 for each one-day rental (the “Rental Fee”) and a security deposit of \$400 (the “Security Deposit”); provided, however, that if Applicant is a resident of Copper Lakes HOA or Lone Oak HOA and current on all fees and assessments, the daily rental fee shall be \$100 and the Security Deposit shall be \$250. Checks should be made payable to: Copper Lakes Homeowners Association, Inc. The HOA reserves the right to cash both checks immediately upon receipt.

Applicant is responsible for the Clubhouse and for any damage to the Clubhouse that occurs during Applicant’s rental. The HOA shall inspect the Clubhouse after Applicant is through cleaning. If the HOA discovers that the Clubhouse 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 Clubhouse 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 Clubhouse 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.

(6) **Cancellations**

Applicant may cancel this Agreement anytime 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.

(7) **Use Period**

A Clubhouse rental generally allows the applicant access of the Clubhouse from 10:00 a.m. – 9:00 p.m. Tuesday – Saturday, 12:00 p.m. – 9:00 p.m. on Sundays. All events must end and the patrons at the Clubhouse vacated by 9:00 p.m. The Clubhouse must be completely cleaned and locked up by 9:00 p.m. to avoid a cleaning cost as set forth herein. Notwithstanding the foregoing, all doors, gates and windows of the Clubhouse must be locked when not in use. Please note that an emergency key is kept in a lock box on premises for emergency use only. If applicant must use key and key is not returned to lockbox resident will be responsible for the cost of rekeying the facility. Key MAY NOT be removed from the premises.

(8) **Scope of Facility**

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

(9) **Restrictions**

The Fire Code restricts use of the Clubhouse to a maximum of 55 persons, so the Clubhouse shall not be used for any group in excess of this number. The HOA Board has elected to not rent the Clubhouse on December 31 for any purpose. Smoking or use of tobacco within the Clubhouse is prohibited and Applicant assumes full responsibility for any violation of this regulation and related damages. No pets or animals are allowed in the Clubhouse 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.

(10) **Uniformed Security/Minors**

Uniformed security shall be required for events where alcoholic beverages will be consumed. A uniformed security guard is defined as an individual commissioned by the State of Texas as a peace officer and having jurisdiction in Harris County. Payment for uniformed security guard(s) is the responsibility of the Applicant and proof of payment along with officer information must be provided with the Application.

For events where more than ten (10) persons between the age of 13-20 are anticipated to be present, an adult (at least 21 years of age) for every ten (10) persons between the age of 13-20 is required. In addition, for events where more than seventy-five (75) persons are anticipated to be present, a uniformed security guard is required. A maximum of 55 people can occupy the interior of the Clubhouse at one time. The Applicant and adult chaperons will be liable for any illegal activities which may occur.

Should Applicant rent the Clubhouse for a children or teen party, Applicant will ensure that the party is properly supervised and controlled by someone twenty-one (21) years or older and that all applicable curfew ordinances and laws as well as all other ordinances and laws are followed. In all events, the event time frame must correspond to the time after which minors must not be out in public pursuant to any applicable curfew ordinance or law.

(11) **Forbidden Purposes**

Applicant shall not use, occupy or permit the use of the Clubhouse 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 Clubhouse does not include use of the tennis court, pool, splashpad or the deck around the pool. 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 Clubhouse 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 Clubhouse 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 Clubhouse 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 Clubhouse or Subdivision in connection with Applicant's rental of the Clubhouse, 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 CLUBHOUSE, *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 Clubhouse after the event. The Clubhouse should look as good or better than before the event. Some key rules that apply are: 1) no smoking or tobacco is ever permitted inside the Clubhouse or its restrooms, 2) no food must be left on the premises or in the refrigerator, 3) no trash must be left- Applicant must take it home to put it out for disposal, 4) kitchen and bathroom appliances, counters, sinks, floors and toilets must be cleaned, 5) floor must be swept and mopped thoroughly to remove all debris, and 6) doors and iron gate must be locked after Applicant leaves.

Failure to leave the Clubhouse 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	_____	_____
Refrigerator, Dishwasher, Oven, Stove & Microwave Cleaned	_____	_____
Floors Swept and Mopped	_____	_____
Table & Chairs Cleaned	_____	_____
Windows Closed & Shades Drawn	_____	_____
Doors & Iron Gate Locked	_____	_____
Damage/Marring of any item noted (wall, décor, shades, fans...)	_____	_____
Lights turned off	_____	_____
Keys Secured in Lockbox	_____	_____
Thermostat set as indicated in #15	_____	_____

(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. Applicant is responsible for returning any keys provided in connection with this Agreement and Applicant acknowledges and agrees that if Applicant does not return such keys as set forth herein, the HOA may replace the corresponding locks and keys at Applicant's sole expense. 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 Clubhouse. All of the rights, duties and obligations of the parties are completely and fully set forth in this Agreement.

(15) **Important Notes**

After the event is concluded, the Applicant should: (i) set the thermostat in the Clubhouse at 80°F, except in the winter months, when the thermostat should be set at 60°F; and (ii) turn off all lights. The HOA does not guarantee the usability of the appliances.

(16) **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 clubhouse 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 CLUBHOUSE

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

Applicant (Signature)

Date

Address

Drivers License

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

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

Clubhouse Users

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

Leave the Clubhouse 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 Clubhouse 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) Kitchen & Bathrooms- appliances, counters, sinks, floors & toilets must be cleaned.**
- (5) Floor must be swept or vacuumed thoroughly to remove all debris.**
- (6) Tables and Chairs must be cleaned.**
- (7) Doors & Iron Gate must be locked after you leave.**
- (8) All events must end by 8:30 P.M., clubhouse must be vacated by 9:00 P.M.**

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

Kitchen Appliances:

Turn off all kitchen appliances after use and clean before leaving.

Air Conditioning:

When Clubhouse not in use, set the thermostat 80°F, except in winter months, when the thermostat should be set at 60°F.

Lights:

Turn off lights when Clubhouse not in use.

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

**RULES
DEPOSIT/COST**

- | | |
|----------------------------------------------------------------------------------------------------------------------|------------------------------------|
| 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 clubhouse area and grounds
can | \$25 per bag or |
| 3. Must return same number of chairs and tables to the correct storage area | \$2 chair/\$5 table |
| 4. Renter must bring own mop and broom to clean rental area | \$50 uncleaned area |
| 5. Rental times for clubhouse area 10:00 a.m. to 9:00 p.m. Tuesday – Saturday,
12:00 p.m. – 9:00 p.m. on Sundays. | |
| 6. Renters must be out by 9:00 p.m. | Full Deposit |
| 7. Staples, tacks, push pins, etc. are not allowed on the walls and ceiling. | \$50 minimum |
| 8. AC/Heat thermostat must be set as indicated in #15 | \$25 |
| 9. All lights must be turned off at the end of the rental period | \$25 |
| 10. Loss of key | \$175 |
| 11. Kitchen must be left in a clean condition | |
| a. Refrigerator, counter tops, floor, microwave must be clean
up/\$25 hr | Cost of Clean- |
| 12. Damage to chairs or tables | Replacement Cost |
| 13. Bathrooms must be left in a clean condition | \$25 per bathroom |
| 14. \$50 cancellation fee will be charged for cancellation of this agreement. | \$50 |

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