

WINCHESTER COUNTRY MAINTENANCE ASSOCIATION CLUBHOUSE RENTAL AGREEMENT

A. INTRODUCTION

WHEREAS, the Lessee named below is an owner or tenant residing in a home in the Winchester Country Subdivision (the "Subdivision") in Houston, Harris County, Texas; and

WHEREAS, the undersigned desires to rent the Westchester Country Clubhouse (the "Clubhouse"), swimming pool (**the "Pool" rented through a separate agreement with the Pool management company, see Lease Terms 25 & 26**) and/or surrounding grounds from the Association as herein set forth (herein, the applicable area being leased together with the surrounding grounds being called the "Leased Area"); and

WHEREAS, the Winchester Country Maintenance Association (the "Association") will only rent the Leased Area if the Lessee agrees to be bound by the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the Association's agreement to rent the Leased 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, Lessee hereby agrees as follows:

B. LEASE INFORMATION

1. **Lessee Information**

Name: _____

Address: _____

Home/Cell Phone: (_____) _____

Work Phone: (_____) _____

Email _____

Copy of Driver's License

2. **Rental Information**

Clubhouse Rental: Club 1 Club 2 Both Rental Date: _____

Estimated Hours to be rented: 4hr 8hr

Clubhouse Use Time: _____ AM/PM to _____ AM/PM

(Each rental includes a half hour setup and one hour cleanup time after the Lease Ending Time to clean up at no charge. Additional setup and/or clean up time will be charged at the regular rental rate)

Rental Deposit: \$300.00

Rental Deposit MO#: _____ Rental Fee MO #: _____

Key Assigned (Drop keys mail slot immediately after rental to avoid additional charges): _____

Key Returned _____ Deposit Returned _____

3. **Rental Information**

One Club: \$150 per 4 hour block

Both Clubs: \$300 per 4 hour block

Estimated Rental Fee \$ _____

C: LEASE TERMS.

The Association agrees to lease the Leased Area to the Lessee under terms contained in this Agreement.

- 1 The Lessee is a resident of the Subdivision and has paid all maintenance fees due and payable by Lessee as of the date of this Agreement. If the Association discovers that the Lessee has not paid all maintenance fees payable by Lessee as of the date of this Agreement, then the Association may cancel this Agreement and retain the Rental Deposit.
- 2 Lessee may cancel this Agreement any time prior to fourteen (14) days before the Rental Date, in which case the Association will return the Rental Deposit. If Lessee cancels this Agreement on or within fourteen (14) days before the Rental Date, the Association shall be entitled to retain the Rental Deposit and Lessee shall pay to the Association one-half (½) of the Estimated Rental Fee which Lessee will promptly tender.
- 3 The Rental Deposit is due fourteen (14) days prior to the Rental Date. A MONEY ORDER is the only acceptable method of payment. The Estimated Rental Fee is due on or before the Rental Date. If the Estimated Rental Fee does not accurately reflect the actual rental fee, the Association or Lessee, as the case may be, will refund or tender the difference between the actual rental fee and the Estimated Rental Fee to the other party on or before fourteen (14) days from the Rental Date.
- 4 Lessee will only use the Leased Area for lawful purposes and in such a manner as is permitted by the deed restrictions, bylaws, rules and regulations governing the Association or the Subdivision, and any written or verbal instructions issued by a member of the Board of the Association. Lessee will be present at the Leased Area at all times during the rental of the Leased Area. The maximum numbers of guests that the Lessee can invite to attend any function at the Leased Area during the rental period, regardless of whether they are residents of the Subdivision or otherwise, is _____ 75 per room for the Clubhouse only rental. Lessee and all guests of Lessee will vacate the Leased Area no later than the Lease Ending Time, with a reasonable amount of time for clean-up.
- 5 Should Lessee rent the Leased Area for a children or teen party, Lessee will insure 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 Lease Ending Time must correspond to the time after which minors must not be out in public pursuant to any applicable curfew ordinance or law.
- 6 Lessee shall clean the Leased Area immediately after use. Lessee shall sweep and mop the floors, vacuum carpeted areas, clean counters and restrooms, empty the refrigerator, dispose of all trash into receptacles outside the building and clean any tables, chairs, or other Leased Area equipment that the Lessee's guests used and return them to their original positions. Lessee shall turn off all interior lights and fans in the Clubhouse rented; set the thermostat in the Clubhouse rented at 78°F if the AC is used or at 65°F if the heater is used. Finally, Lessee will lock all doors, gates and windows of the Clubhouse.
- 7 Lessee is responsible for the Leased Area and for any damage to the Leased Area that occurs during Lessee's rental. The Association shall inspect the Leased Area after Lessee is through cleaning. If the Association discovers that the Leased Area was not properly cleaned following Lessee's rental or that damage has occurred, then the Association shall notify Lessee of such condition within fifteen (15) days. If cleaning or repair cost exceeds the Rental Deposit, then Lessee agrees to immediately pay such amount to the Association.
- 8 The Association and Lessee agree that the Association will not be liable to Lessee or any other party for any injury to any person using the Leased Area or its surrounding facilities during Lessee's rental. Lessee shall defend, indemnify and hold harmless the Association, the Board of Directors of the Association, 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 Leased Area by Lessee or any other real or personal property owned by the Association or the Subdivision) arising out of, relating to or in connection with the rental or use of the Leased Area by Lessee, the failure of Lessee to perform any of its obligations hereunder, or the negligence or willful actions of Lessee and Lessee's guests, invitees or others at the Leased Area or Subdivision in connection with Lessee's rental of the Leased Area, even if caused or alleged to be caused by the sole, joint, comparative, concurrent negligence or fault of the Association, and even if any such claim, cause of action or suit is based upon or alleged to be based upon strict liability of the Association. THIS INDEMNITY AND RELEASE PROVISION IS INTENDED TO INDEMNIFY AND RELEASE THE ASSOCIATION AGAINST THE CONSEQUENCES OF ITS OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN THE ASSOCIATION IS SOLELY, JOINTLY, COMPARATIVELY OR CONCURRENTLY NEGLIGENT OR OTHERWISE STRICTLY LIABLE. 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 Lessee. This indemnity and release provision shall survive the termination or expiration of this Agreement.

- 9 A representative of the WCMA and the Lessee will conduct an inspection of the Clubhouse before the Lessee is given keys. **I understand that the clubhouse, both interior and exterior, and pool areas are monitored by security cameras and that these cameras will be used to determine fault if a violation of the agreement occurs.**
- 10 **No firearms of any kind are allowed in or around the clubhouse, pool or grounds.**
- 11 **Smoking or the use of tobacco is strictly prohibited in or around the clubhouse, pool or grounds.**
- 12 **Alcoholic consumption is strictly prohibited in or around the clubhouse, pool or grounds.**
- 13 **Use of pins, nail, tape or glue is prohibited on any painted interior surface. Lessees are responsible for all damages caused by pins, nails, tape, or glue, to the interior or exterior of the Clubhouse.**
- 14 After 10:00PM, all activity will be confined to the interior of the clubhouse, the doors will be held closed and that noise will be kept to a minimum in consideration of other residents.
- 15 Lessee is responsible for returning any keys provided in connection with this Agreement and Lessee acknowledges and agrees that if Lessee does not return such keys on the Rental Date, the Association may replace the corresponding locks and keys at Lessee's sole expense.
- 16 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.
- 17 In the event the Association 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 Association shall be entitled to recover such attorneys' fees from the Lessee.
- 18 This Agreement shall not be assigned by the Lessee for any reason and any such assignment is void and of no legal effect.
- 19 The rights and obligations of this Agreement shall survive the termination of the rental period and this Agreement.
- 20 The Association reserves the right to terminate this Agreement and the rental period at any time for any reason, in its sole discretion. In the event of termination, the Lessee shall take all actions normally required at the end of the rental period.

- 21 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 Lessee, notices shall be sent to Lessee's address herein.
- 22 This Agreement is binding upon the Lessee and Lessee's heirs, executors, administrators, legal representatives, successors, and assigns (when permitted by the Association).
- 23 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.
- 24 This Agreement is the only agreement between the parties and supersedes any prior written or oral understanding between the parties about rental of the Leased Area. All of the rights, duties and obligations of the parties are completely and fully set forth in this Agreement.
- 25 All pool parties must be after scheduled pool hours and rented through the Pool Management Company, and you must retain lifeguards from the current pool management company and pay them at current hourly rates.**
- 26 All pool parties must abide by pool rules set forth by the current pool management company and the Board of the Association.**

_____ **If Lessee does not comply with all of the terms of this Agreement, the Association may, at its sole discretion, keep the Rental Deposit and the Lessee may be denied the use of the clubhouse and/or Pool for two (2) years from the date of the violation. (Lessee initials on line)**

LESSEE:

Signature: _____

Printed Name: _____

Date: _____