



RESIDENT RECREATIONAL FACILITY USE CONTRACT

IMPORTANT INFORMATION

*** The fully executed contract, all applicable payments and documents must be received by Sterling, Association Services Inc. two weeks or more BEFORE date of party and reservations are confirmed.

*** You will be notified by Sterling Association Services Inc. after payments and a copy of your insurance are received, as to the procedure for rental.

*** Disposing of all trash after each rental will be the sole responsibility of the Licensee. (*Although there is a trash receptacle in the general area, there is no trash pick-up available the day after your event.*) You must remove all trash completely from the premises and place at your curb on the day of trash pickup.

*** Please allow four to six (4-6) weeks from the date of the inspection for the return of your deposit.

We appreciate your cooperation. Please do not hesitate to call us at (832) 678-4500, if you have any questions.

RESIDENT RECREATIONAL FACILITY USE CONTRACT

THE STATE OF TEXAS

COUNTY OF FORT BEND

This Recreational Facility Use Contract (the "Contract") is made and entered into by and between The Bonbrook Plantation Community Association Inc. (the "Association") and _____(the "Licensee"), whose address is _____Rosenberg, Texas 77469, telephone number: _____, alternate number: _____.

Whereas, the Licensee desires to use the following described Recreation Facility: (Hereinafter described individually or collectively as "Facility");

Whereas, the Association has agreed to permit Licensee to use the Facility on the terms and conditions set forth herein.

Now Therefore, the Association and the Licensee agree as follows:

1A. **FEES:** The Association grants to the Licensee the use of the Facility on _____, 20____, from _____ o'clock __.m. until _____ o'clock __.m. of the same day. (NO LATER THAN 12:00 MIDNIGHT FOR CLUBHOUSE) The Licensee agrees to pay a rental fee as follows:

| | |
|--|------------------|
| CLUBHOUSE DEPOSIT | \$ 250.00 |
| CLUBHOUSE RENTAL FEE | \$ 200.00 |
| POOL and CLUBHOUSE RENTAL FEE | \$ 250.00 |
| <i>Overtime Fees (over maximum 7 hours/ no later than 12 AM) \$25/hr _____</i> | |
| <i>(All clubhouse parties (maximum 7 hours) must end by 12 AM)</i> | |

| | |
|---|------------------|
| POOL DEPOSIT | \$ 100.00 |
| POOL ALONE RENTAL FEE | \$ 100.00 |
| <i>(Maximum of three (3) hours for after hour party from 8:00 pm to 11:00 pm)</i> | |

____ Will theater room be used? If you plan to use the projector and or movie screen a Sterling Associate must be present during the time of your party. Please notify and make arrangements with management at the time you submit your paperwork.

____ Will alcohol be consumed? If alcohol is consumed, the Licensee must make arrangements to hire a security officer (peace officer) to be present throughout the function at a cost per hour, to be determined by the Constable's Department. There is a four (4) hour minimum. Please contact the Constable's Department at (281) 242-4014 to make arrangements.

Checks are payable to:

Bonbrook Plantation Community Association, Inc.

Please note all checks must be written from the Resident Information and checking account

If Licensee gives notice of termination more than two weeks before the scheduled event, Licensee's deposit shall be returned in full. If, however, Licensee terminates this Agreement two weeks or less before the scheduled event, the applicable usage fee shall be deducted from the deposit as a cancellation fee and the balance will be returned to Licensee. If Licensee does not show up on date of party or cancels same day as party the rental fee will be forfeited.

1. **Non-profit entities:** Fees, if applicable, to non-profit Licensees will be determined at the sole discretion of the Association, on a case-by-case basis. Non-profit Licensees shall furnish such information as the Association may request to document its non-profit status.

2. **Rules:** The Licensee agrees to use the Facility in accordance with the following rules (Licensee to initial by the applicable facilities):

RULES FOR THE CLUBHOUSE

- (A) No smoking is permitted inside the clubhouse, fitness center, or breezeway;
- (B) All children shall be accompanied by a parent or legal guardian;
- (C) The Licensee renting the Facility is responsible for cleanup, as described in the inspection form, attached hereto as Exhibit "A-1", (****absolutely NO GLITTER No tape, nails or tacks on walls or window sills**) Disposing of all trash after each rental will be the sole responsibility of the Licensee. You must remove all trash completely from the premise.
- (D) The clubhouse to be open at regular office hours and closed no later than midnight.
- (E) The recreational center side cannot be used or rented out for private parties.
- (F) No DJ allowed in clubhouse or pool area. Music can be played in the clubhouse at a level that does not bother the neighborhood and cannot be heard outside of the clubhouse. No music is allowed to be played in pool area.

THESE RULES APPLY TO EVERYONE, THERE WILL BE NO EXCEPTIONS.

RULES FOR THE POOL

- (A) No access to the clubhouse is permitted unless the combined fee has been paid and both pool and clubhouse are checked above and initialed under this Section 2; must be dry to enter clubhouse.
- (B) All pool rules must be observed and apply to your guest in attendance;

- (C) The Licensee renting the Facility is responsible for clean-up as described in the inspection form attached hereto as Exhibit "A-2"., (****absolutely NO GLITTER No tape, nails or tacks on walls or window sills**)
- (D) Pool area will be closed no later than 11 pm on Friday and Saturday and 10pm on Sunday through Thursday.

THESE RULES APPLY TO EVERYONE. THERE WILL BE NO EXCEPTIONS.

3. **Occupancy Limit.** The Licensee agrees that no more than fifty (50) persons, including the Licensee, will use the Facility at any one time for after hour parties. The Licensee agrees that no more than twenty (20) persons, including the Licensee, will use the Facility at any one time during regular pool hours.

4. **Lifeguards.** If the pool is the Facility being rented under this Contract, then in addition to the rental fee, the Licensee agrees to pay separately, for each lifeguard on duty during the period of use of the Facility an amount to be determined by Trident Aquatics Pool Management (TAPM) per hour or portion of an hour per guard. A portion of an hour shall be no less than fifteen (15) minutes. The lifeguard(s) must be retained from the Association's pool management company (the "Pool Manager"), must be paid prior to the start of the party and the check must be payable to the Pool Manager. Please check with the Association's pool management company (TAPM) for any additional fees, rules and time limits. The number of required lifeguards will be determined as follows:

Private Parties After Public Operating Hours

| | | |
|--------------|----------|--------|
| 2 Lifeguards | 1-40 | Guests |
| 3 Lifeguards | 41- 60 | Guests |
| 4 Lifeguards | 61- 80 | Guests |
| 5 Lifeguards | 81- 100 | Guests |
| 6 Lifeguards | 101- 120 | Guests |

Please contact Trident Aquatics Pool Management @ 832-735-2468 to make lifeguard arrangements for your event. You must fill out the form at least two weeks in advance of the party date. ***You must have a confirmation from the pool company before a party will be scheduled.***

5. **Security Deposit.** At the time this Contract is signed, the Licensee shall deliver to the Association a personal check, money order or cashier's check in the amount of Two Hundred Fifty Dollars (\$250.00) for the Clubhouse Facility and \$100.00 deposit amount for the Pool Facility. The Association shall deposit the deposit in the Association's checking account. The deposit will be returned in full if: (a) there is no damage to any portion of the Facility covered by this Contract resulting from, or attributable to, the Licensee's use of the Facility; or (b) there are no unacceptable areas shown on the inspection form, attached as Exhibit "A-2" for the pool and "A-2" for the clubhouse. 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 or the amount shown in the schedule of fines for any unacceptable areas. The schedule of fines, attached hereto as Exhibit "B" is accepted and agreed to by the Licensee. **It is the responsibility of the Licensee, at the beginning of the rental period, to report to the managing agent for the Association, any damage or other condition which the Licensee considers unacceptable. Failure to report such damage or condition shall constitute acceptance by the Licensee of the condition of the Facility.** Deposits will be returned after a successful inspection.

6. **Inspection.** Licensee hereby certifies to the Association that it has inspected the Facility and it is expressly agreed that the Facility is accepted by Licensee in its "AS-IS" condition, "WITH ALL FAULTS". ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES REGARDING THE PROPERTY, EXPRESS OR IMPLIED, ARE GIVEN BY THE ASSOCIATION, AND LICENSEE WAIVES AND DISCLAIMS ALL OF SAME (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF SUITABILITY, HABITABILITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE). As soon as reasonably possible, after the Licensee vacates the Facility, it shall be inspected by an authorized agent of the Association. The agent will use the attached inspection form(s) as a guideline. The Licensee agrees that if, in the judgment of the Association or its authorized representative, the Facility needs to be cleaned or repaired or any damaged items replaced as a result of the Licensees use of the Facility, then the Association may immediately clean or repair the Facility or replace the damaged items. Charges therefore will be first applied against the security deposit and, if the security deposit is not adequate, then the Licensee may be invoiced by the Association. The Licensee agrees to pay any invoiced charges, within thirty (30) days. The selection of the contractor for any cleaning, repairing or replacement shall be within the sole discretion of the Association or its authorized representative.

7. **Indemnity.** The Licensee agrees to assume complete and sole responsibility and liability for any and all injury or damage to property, real or personal, during the term of this Contract. The Licensee shall, upon demand, 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 Facility by the Licensee, their guests or anyone else during the rental period, even if caused or alleged to be caused by the sole, joint, comparative or concurrent negligence or fault of the Association or its agents, and even though any such claim, cause of action or suit is based upon or alleged to be based upon the strict liability of the Association, provided that this shall not obligate the Licensee to any liability for any gross negligence or willful misconduct of the Association or its authorized agents. 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. THIS INDEMNITY PROVISION IS INTENDED TO INDEMNIFY THE ASSOCIATION AND ITS AGENTS AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN ASSOCIATION OR ITS AGENTS ARE SOLELY, JOINTLY, COMPARATIVELY, OR CONCURRENTLY NEGLIGENT. This indemnity provision shall survive the termination or expiration of this Contract.

8. **Insurance.** The Licensee **is required to provide a copy of their current home insurance policy.**

9. **Permits, Taxes, Fees.** Licensee shall be responsible to obtain all permits, licenses and authorizations required by any applicable governmental authorities and to comply with all applicable laws, ordinances and governmental regulations pertaining to the use of the Facility. All taxes, fees and

assessments (including license and permit fees, sales or use taxes, personal property taxes, or income taxes) shall be borne and paid for by Licensee.

10. **Assignment.** Licensee shall not have the right to assign any of its rights under this Contract without the prior written consent of Licensor, which consent Licensor may withhold condition or delay in its sole discretion.

11. **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.

12. **Severability.** In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal 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.

13. **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.

14. **Entire agreement.** This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings, written or oral agreements, between the parties with respect to the use of the Facility during the term of the Contract.

15. **Section Headings and Interpretation.** Section headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Contract. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. This Contract is a negotiated agreement and shall be construed without regard to the identity of the persons who drafted it. Every provision of this Contract shall be construed as though all parties participated equally in the drafting thereof; and any legal rule of construction that a document is to be construed against the drafting party shall not be applicable and is expressly waived.

16. **Authority.** Each person executing this Contract warrants and represents that he is fully authorized to do so.

17. **Time of the Essence.** Time is of the essence with respect to Licensee's obligations hereunder.

I certify and acknowledge that I have read and that I understand this Contract. I further state that I voluntarily enter into this Contract and I agree to its terms and conditions.

Signed and accepted in Fort Bend County, Texas, on this _____ day of _____ 200____.

Licensee: Bonbrook Plantation Community Assoc.
c/o Sterling, Association Services Inc.
Managing Agent:

Signature of Licensee

Name _____

Title _____

Signature of Licensee
(if more than one)

TO REPORT DAMAGE OR AN UNACCEPTABLE CONDITION
OF THE FACILITY, CONTACT:
STERLING ASSOCIATION SERVICE, INC. AT (832) 678-4500
AFTER HOURS AN ANSWERING SERVICE WILL BE AVAILABLE.

EXHIBIT "A-1"

BONBROOK PLANTATION COMMUNITY ASSOCIATION, INC.

INSPECTION FORM FOR THE CLUBHOUSE

DATE OF RENTAL: _____ DATE OF INSPECTION: _____

LICENSEE: _____

AREAS OF INSPECTION

X = ACCEPTABLE O = UNACCEPTABLE

TRASH REMOVED FROM THE FACILITY _____

KITCHEN AREA AND REFRIGERATOR CLEAN _____

CARPETS VACCUMMED AND CLEAN (without marks) _____

TILE FLOORS SWEEPED AND MOPPED _____

RESTROOMS CLEAN AND ALL FACILITIES WORKING _____

WINDOWS CLEAN AND NOT BROKEN _____

WALLS CLEAN, UNMARKED AND UNDAMAGED _____

FURNITURE IN PROPER LOCATION AND UNDAMAGED _____

EXTERIOR AREA CLEAN OF ALL DEBRIS _____

LAWNS FREE OF TRASH AND NOT DAMAGED _____

VACATED BY MIDNIGHT (unless pre-arranged) _____

EXHIBIT "A-2"

BONBROOK PLANTATION COMMUNITY ASSOCIATION, INC.

INSPECTION FORM FOR THE POOL

DATE OF RENTAL: _____ DATE OF INSPECTION: _____

LICENSEE: _____

AREAS OF INSPECTION
X = ACCEPTABLE O = UNACCEPTABLE

POOL FURNITURE CLEAN, IN PLACE AND UNDAMAGED _____

POOL DECK GAME TABLES AND EQUIPMENT UNDAMAGED _____

DECK AND LAWN AREA CLEAN _____

RESTROOMS CLEAN AND ALL FACILITIES WORKING _____

TRASH REMOVED FROM THE FACILITY _____

WINDOWS CLEAN AND NOT BROKEN _____

WALLS CLEAN, UNMARKED AND UNDAMAGED _____

FURNITURE IN PROPER LOCATION AND UNDAMAGED _____

EXTERIOR AREA CLEAN AND SWEEPED _____

LAWNS FREE OF TRASH AND NOT DAMAGED _____

VACATED BY MIDNIGHT (unless pre-arranged) _____

EXHIBIT "B"

SCHEDULE OF FINES

The following is an agreed upon schedule of fines to be paid in addition to the cost of repairs for any areas shown in the inspection form as unacceptable.

CLUBHOUSE DAMAGES

| | |
|--|-----------|
| FURNITURE, CHAIRS/OR TABLES NOT STORED AS STIPULATED | \$75.00 |
| FURNITURE, CHAIRS/OR TABLES DAMAGED | \$ COST** |
| WALLS AND/OR WINDOWS MARKED AND/OR DIRTY | \$150.00 |
| EXTERIOR AREAS DIRTY AND/OR DAMAGED | \$175.00 |
| TRASH NOT REMOVED FROM THE FACILITY (<i>per bag or receptacle</i>) | \$25.00 |
| KITCHEN/REFRIGERATOR NOT CLEANED OR ITEMS REMOVED | \$75.00 |
| RESTROOMS FACILITIES DAMAGED | \$50.00** |
| WINDOW(S) BROKEN | \$150.00 |
| NOT VACATED BY MIDNIGHT (<i>unless pre-arranged</i>) | \$100/HR |

POOL DAMAGES

| | |
|--|-----------|
| POOL EQUIPMENT & FURNITURE AND/OR NOT REPLACED IN ORIGINAL LOCATION | \$75.00 |
| DAMAGE TO POOL EQUIPMENT & FURNITURE | \$ COST** |
| TRASH NOT REMOVED FROM THE FACILITY (<i>per bag or receptacle</i>) | \$50.00 |
| POOL AREA DIRTY AND/OR LAWN DAMAGED | \$75.00 |
| RESTROOMS NOT CLEANED AND/OR FACILITIES DAMAGED | \$50.00 |
| NOT VACATED BY 10:00 PM OR 11:00 PM (<i>unless pre-arranged</i>) | \$75/HR |

**NOTE: Any damages will delay the return of your deposit after a cost/price is assessed to have the item repaired or replaced.