

Lessee _____ Phone # _____

Rental Date _____ Time _____

Facility _____ Type of Event _____

Cypresswood Facilities Rental Agreement

The **Cypresswood West Clubhouse**, located at 4211 Cypresswood Dr. **Cypresswood East Clubhouse**, and **Pavilion**, located at 3705 Cypresswood Drive west of Ella Boulevard are available for rental and use **by residents in good standing**, of **Cypresswood**. Residents are offered the use of these Facilities as a "service". As such (the "Facilities") CYPRESSWOOD COMMUNITY ASSOCIATION (CCA) Board of directors has adopted the following rules governing the rental and use of the Facilities. The undersigned residents (The "Residents") agree to abide by all of the following terms and conditions of the **Agreement**.

1. The property under the jurisdiction of CCA may be rented by any resident provided they are at least **21** years old and **all maintenance fees and other fees due the association are current**. "Resident" of CCA must be present during the rental function. ()
2. A \$250.00 deposit and _____ rental fee (Total Collected _____) will be required to reserve the Facilities for private functions with **NO** alcoholic beverages being served or brought in. This payment will be required at the time of rental. **All deposit and rental checks will be deposited in our bank account thirty (30) days prior to the scheduled event**. As soon as it is determined in the opinion of the Board of Directors of CCA that no damage has resulted to the Facilities (furniture, fixtures, equipment, or grounds) and the Facilities have been properly cleaned, a refund check will be issued and received by the leasee within 30 days. **Additional hours may be purchased at a rate of \$25.00 per hour**. ()
3. A \$500.00 deposit and _____ rental fee (Total Collected _____) will be required at the same time of rental when alcoholic beverages will be served at the planned function. The **\$500.00** security deposit will be refunded as soon as determined in the opinion of the Board of Directors of CCA that there is no damage to the Facilities (furniture, fixtures, and equipment,

parking area or grounds) and the Facilities have been properly cleaned.

(_____)

4. Failure to notify the club manager of cancellation of rental seven (7) days prior to rental will result in forfeiture of the deposit and usage fee.

(_____)

5. **Residents desiring to rent the Facilities for functions that will include alcoholic beverages will be required to employ adequate number of police officers from the Harris County Sheriff's Department (713-221-6000)**

(_____)

6. **Functions for persons between ages of 13-20 years old with guests of the same age, will be required to provide adequate adult supervision (1/10 ratio) and an additional deposit of \$250.00. Loitering in the parking lot is not permitted. The park and playground areas close at 11:00 p.m. These areas are available to party guests as long as an adult remains with the guests. Alcoholic beverages will NOT BE PERMITTED on the property. This includes consumption by adults and or chaperones. Failure to comply will result in immediate termination of the event and forfeit of deposit. Law enforcement is required when guests exceed 50.**

(_____)

7. Officers assigned to patrol CCA properties will be advised of all Facilities rentals and be requested to periodically monitor functions at the Facilities.

8. Residents renting the Facilities will be responsible to ensure compliances with all laws enacted by the State of Texas and for reasonable conduct expected of all residents and their guest at the rented Facility, to include the surrounding grounds. The undersigned Residents will be responsible for notifying the Harris County Sheriff Department should such not occur. **Should the Sheriff be notified by someone other than the undersigned (or their representatives), the function will be discontinued and all rental deposits and rental usage fee will be forfeited for this function.**

9. Residents will be responsible and accountable to pay for repairs to any damage caused to the Facilities, furniture, fixtures, equipment or grounds during the event, even if the damage is in excess of the deposit.

10. All persons must vacate the facility no later than **the time specified on the rental agreement.**

(_____)

11. Residents must comply with the terms of the facility rental and security checklist, attached hereto and incorporated herein as "Exhibit A".

12. RESIDENTS AGREE TO INDEMNIFY AND HOLD THE ASSOCIATION, ITS AGENTS, EMPLOYEES, OFFICERS, AND DIRECTORS HARMLESS FROM AGAINST ANY AND ALL INJURIES, LOSSES, AND/OR DAMAGES SUSTAINED BY ANY PERSON, WHETHER ASSOCIATED WITH THE RESIDENTS OR NOT, THE RESIDENT'S USE OF THE FACILITIES. THIS INCLUDES ANY CLAIMS BASED UPON THE ALLEGED NEGLIGENCE OF ASSOCIATION, ITS AGENTS, EMPLOYEES, OFFICERS, OR DIRECTORS.

13. Resident(s) shall not be permitted to sublet or assign the Facilities agreement to any person or company and any attempt to sublet or assign this agreement shall be null and voided and result in immediate cancellation of the event and forfeiture of the deposit.

14. The Facilities may not be used for any type of religious purposes.

15. No standing reservation of the Facilities is allowed without the prior approval of the Board of Directors of CCA. For the purposes of this paragraph 14, the term "standing reservations" shall mean and refer to reservations that reserve the Facilities on confirmed dates in the future, e.g. the same day each week or each month of the futures dates. Standing reservations will only be allowed when the Board of Directors of CCA, in their sole opinion, considers the functions in question to be of general benefit to the Residents.

16. Should any portion of this agreement be determined to be illegal or unenforceable for whatever reason, then the unenforceable or illegal provision shall be stricken from this contract and all

remaining provisions shall continue to be binding and of full force and effect by between the parties hereto.

17. **Under no circumstances should the facilities be left unlocked and/or unattended by the "Resident". It is the responsibility of the "Resident" to reimburse Cypresswood Community Association for any damages to the facilities should they be left unattended.**

I HEREBY FULLY AGREE TO ABIDE BY THE TERMS SET FORTH IN THIS DOCUMENT.

Failure to do so will result in the forfeit of my deposit and loss of rental privileges.

SIGNATURE _____ DATE _____

ADDRESS _____ TELEPHONE _____

DATE OF RENTAL _____ FACILITY _____ TIME _____

RENTAL PURPOSE _____

TOTAL AMOUNT COLLECTED _____

LAW ENFORCEMENT REQUIRED _____

RENTAL FEE DEPOSIT DATE _____

SECURITY DEPOSIT: RETURNED ___ SHREDDED ___ DEPOSITED _____

COPY OF EXHIBIT "A" _____ COPY OF CONTRACT _____

AUTHORIZED BY _____

OFFICER INFORMATION MUST BE REPORTED TO CLUBHOUSE 3 DAYS PRIOR TO EVENT. WE WILL NEED THE OFFICERS NAME AND ARRIVAL TIME. THE EVENT WILL BE CANCELED WITHOUT THIS INFORMATION.

Officer 1 _____ phone _____

Officer 2 _____ phone _____

Verification Date _____ By: _____