

HARVEST BEND, THE VILLAGE ASSOCIATION, INC
RESIDENT
RECREATIONAL FACILITY USE CONTRACT

IMPORTANT INFORMATION

*** The fully executed contract must be received by Sterling, A.S.I. BEFORE reservations are confirmed.

*** You will be notified by Sterling, A.S.I. 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 are trash receptacles on the premises, there is no storing or leaving your trash at this time.)* You must remove all trash completely from the premises.

*** Please allow three to four (3-4) 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 ~~(281) 447-3388~~ if you have any questions.
832 678 4500

REQUIRED INFORMATION FOR RENTAL OF THE RECREATIONAL FACILITY

Please complete informational form and return with Rental Agreement.

Printed Name: _____ E-Mail: _____

Address: _____

Home Phone: _____ Alternate: _____

Date Requested: _____

Facility Requested: Meeting room _____ Pool _____ Meeting room and Pool _____
(Pool must close by 11 p.m.)

Time Requested: _____ o'clock _____ m. until _____ o'clock _____ m. of the same day.
(Evening Rentals shall exceed past 12 a.m.)

Type of Event: _____

Rental Chairs _____

Rental Tables _____

DJ/Music _____

Food will be catered _____

Number of Expected Guest: Adults _____ Children _____ (under 18 yrs)

NOTE: Your event must be over end within the last hour of your rental time; this will allow efficient time to breakdown, gather your trash bags and organize the meeting room back to its original condition.

For Office Use Only:

Deposit Received: \$ _____ Rental Received: \$ _____ Insurance Received _____

Lifeguard Confirmation: _____ Constable Confirmation: _____ Badge # _____

Balance: _____ Accepted by: _____ Approved by: _____

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 Harvest Bend, The Village Association Inc. (the "Association") and _____ (the "Licensee"), whose address is _____ Houston, TX 77064, Telephone Number (____) _____ Alternate (____) _____.

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 _____, 200____, from _____ o'clock _____.m. until _____ o'clock _____.m. of the same day. (NO LATER THAN 12:00 MIDNIGHT unless pre-arranged) The Licensee agrees to pay a rental fee as follows:

POOL:

*Deposit	\$100.00
*Evening hourly rental fee (2 hour minimum, 5pm to 12 am)	\$50.00 per hour
*Daytime hourly rental fee (2 hour minimum before 5pm)	\$25.00 per hour
*Lifeguard hourly rate	See Page 4 for rates

MEETING ROOM:

* Deposit	\$150.00
* Evening Rental Fee (5pm to 12 am)	\$50.00
*Daytime Rental Fee (before 5 pm)	\$100.00
*Overtime Fees (after 1 am and overtime)	\$175.00

POOL AND MEETING ROOM:

*Deposit	\$300.00
*Rental Fee	\$200.00
*Lifeguard hourly rate	See Page 4 for rates

CASHIER'S CHECKS OR MONEY ORDERS – NO CHECKS

NOTE: MUST PROVIDE COPY OF HOMEOWNERS INSURANCE

Checks are payable to: Harvest Bend, The Village Association, Inc.

CANCELLATION CLAUSE

If Licensee gives notice of termination more than two (2) 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.

1B. 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 POOL

- (A) No access to the meeting room is permitted unless the combined fee has been paid and both pool and meeting room are checked above and initialed under this Section 2.
- (B) All pool rules must be observed.
- (C) The Licensee renting the Facility is responsible for clean-up as described in the inspection form attached hereto as Exhibit "A-1".
- (D) Pool area will be closed no later than 11pm on Friday and Saturday and 10pm on Sunday through Thursday.

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

RULES FOR THE MEETING ROOM

- (A) No smoking is permitted inside the meeting room.
- (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-2". ****absolutely NO GLITTER No tape, nails or tacks on walls or window sills.**
- (D) The meeting room to be closed no later than midnight, unless pre-arranged.

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

3. **Occupancy Limit.** The Licensee agrees that no more than seventy five (75) persons, including the Licensee, will use the Facility at any one time.

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 of (\$15.00 during pool season and \$25.00 pre and post season) 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 event and the check must be payable to the Pool Manager. The number of required lifeguards will be determined as follows:

- 1 - 20 persons - 1 lifeguard
- 21 - 40 persons - 2 lifeguards
- 41 - 60 persons - 3 lifeguards
- 61 - 80 persons - 4 lifeguards

Please contact Leigh Pollard @ (281) 447-3388 to make lifeguard arrangements 2 weeks prior to your event (request a copy of the pool policy). *You must have a confirmation from the management 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 indicated in 1A. 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-1" for the pool and "A-2" for the meeting room. 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 insurance policy. The Association reserves the right to require such insurance as it determines necessary in its sole discretion.

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: Harvest Bend, The Village Association, Inc.
c/o Sterling Association Services, Inc.
Managing Agent:

Signature of Licensee

Name _____

Signature of Licensee
(if more than one)

Title: _____

TO REPORT DAMAGE OR AN UNACCEPTABLE CONDITION OF THE FACILITY, CONTACT: STERLING ASSOCIATION SERVICES, INC AT 281-447-3388 OR VIA EMAIL LEIGH@STERLINGASL.COM.

Please Note: The person in attendance of your event does not give final approval, an overall inspection will be completed by the Management Company or a Board Member the next day business day.

EXHIBIT "A-1"

HARVEST BEND, THE VILLAGE ASSOCIATION, INC.

INSPECTION FORM FOR THE POOL

DATE OF RENTAL: _____ DATE OF INSPECTION: _____

LICENSEE: _____

AREAS OF INSPECTION
X = ACCEPTABLE O = UNACCEPTABLE

POOL FURNITURE CLEANED, IN PLACE AND UNDAMAGED _____

DECK SWEEPED AND LAWN AREAS CLEANED _____

RESTROOMS CLEANED AND ALL FACILITIES WORKING _____

TRASH REMOVED COMPLETELY FROM THE FACILITY _____

EXHIBIT "A-2"

HARVEST BEND, THE VILLAGE ASSOCIATION, INC.

INSPECTION FORM FOR THE MEETING ROOM

DATE OF RENTAL: _____ DATE OF INSPECTION: _____

LICENSEE: _____

AREAS OF INSPECTION
X = ACCEPTABLE O = UNACCEPTABLE

TRASH REMOVED COMPLETELY FROM THE FACILITY _____

KITCHEN AREA AND REFRIGERATOR ALL ITEMS TAKEN _____

RESTROOMS AND ALL FACILITIES WORKING _____

WINDOWS NOT BROKEN _____

WALLS CLEAN AND UNMARKED _____
(this includes removal of all decorations, tape, nails, tacks, etc.)

FURNITURE IN PROPER LOCATION AND UNDAMAGED _____

EXTERIOR AREA CLEAN _____

LAWNS FREE OF DEBRIS AND UNDAMAGED _____

VACATED BY MIDNIGHT (unless pre-arranged) _____

HARVEST BEND, THE VILLAGE ASSOCIATION, INC, STERLING ASSOCIATION SERVICES, INC. (SASI) OR A REPRESENTATIVE OF SASI WILL NOT BE RESPONSIBLE FOR ITEMS LEFT AT THE FACILITY AFTER THE DAY OF YOUR EVENT.

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.

MEETING ROOM 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	\$50.00
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	\$50.00
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>	\$25.00
POOL AREA DIRTY AND/OR LAWN DAMAGED	\$75.00
RESTROOMS NOT CLEANED AND/OR FACILITIES DAMAGED	\$50.00
NOT VACATED BY 11:00 PM OR MIDNIGHT <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.

Pool Party Policies

Scheduling Requirements & Payments

- 2 weeks notice required for party reservations

Administration Fee <i>non-refundable</i>	
Pre-Season (before Memorial Day - 5/26)	\$20
In Season (After Memorial Day and before Labor Day)	\$10
Post-Season (After Labor Day - 9/4)	\$20
Lifeguard Rate per hour <i>refundable within cancellation time frame detailed within policy</i>	
Pre-Season	\$30/hour
In Season	\$20/hour
Post-Season	\$30/hour

Payment required to schedule any party

- Credit card required to secure party time/date
- Check must be received within 7 days or credit card will automatically be charged
(If charged and check arrives after 7 days, check will be returned as "voided" to customer)
- Deposit may be required depending on facility
- Residency confirmation may be required depending on facility
- Miller only invoices: HOA's, Property Management offices

Season & Holiday definitions

Pre-season: before Memorial Day Holiday weekend (5/25) **Post-season:** after Labor Day Holiday weekend (9/3)

NO parties allowed on holiday weekends or day after a holiday:

May 25, 26, 27, 28, 29 – Memorial Day holiday & clean-up

June 30, July 1,2,3,4,5 – July 4th holiday & clean-up

September 1,2,3,4,5 – Labor Day holiday & clean-up

Cancellation Policy

If you need to cancel or reschedule your party, please call our office at 713/777-7946 at least 24 hours prior to your party in order to receive a refund (excluding registration fee).

If you call with less than 24 hours notice, you will be charged a minimum of 1 hour per lifeguard requested.

If bad weather occurs during your pool party; and it must be rescheduled, you will be charged for the time the lifeguards were at the pool, or a minimum of 1 hour per guard.

Lifeguards

For safety reasons, the maximum number of people per lifeguard is 20. That includes ALL the people in the facility, even if they are not swimming.

If more than 20 people per guard arrive at the facility for your party, the extra people will not be allowed to enter the facility.

If you anticipate more guests than originally planned, please call our office so we can schedule more lifeguards for your party.

If these additions are made less than 7 days prior to your party date, there is no guarantee that the additional lifeguards will be available.

Pool Rules

All party guests must adhere to the pool rules that are posted at the facility.

The resident scheduling the party is required to be at the party the entire time and will be responsible for any damages.

If damage to the pool facility occurs, the resident's credit card will be charged for the repairs.

Depending on your facility, alcohol may not be allowed. Please check with our office to confirm the alcohol policy at your facility.

**HARVEST BEND, THE VILLAGE ASSOCIATION, INC
RESIDENT RECREATIONAL FACILITY USE CONTRACT
POOL FACILITY ADDENDUM**

IMPORTANT, PLEASE READ BEFORE SIGNING

I/We _____ acknowledge and understand the pool and deck area will **NOT** be closed during the rental date and time listed on "Page 1" of the **RECREATIONAL FACILITY USE CONTRACT**.

It is also acknowledged and understood the pool, deck area and pool furniture will be available to all of the residents and their guest during the regular pool season until 9:00 pm. If I chose, I will rent and provide tables and chairs from an outside source to be exclusively used for my guest during the date and time of the rental agreement.

I certify and acknowledge that I have read and that I understand this Addendum. I further state that I am fully aware of its terms and conditions.

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

Licensee:

Harvest Bend, The Village Association, Inc.
c/o Sterling Association Services, Inc.
Managing Agent:

Signature of Licensee

Name: _____

Title _____

Signature of Licensee
(if more than one)