



5550 North Braeswood Council of Co- Owners

CLUBHOUSE USE AGREEMENT & RELEASE CLUBHOUSE ONLY - NOT POOL

In consideration for reservation of the right to use the 5550 North Braeswood Council of Co-Owners Clubhouse and visitor parking area, located at 5550 North Braeswood, Houston, Texas (all such areas herein referred to as the "Club Room") by the undersigned resident(s) of the 5550 North Braeswood Council of Co-Owners (hereinafter referred to as "Resident", whether one or more) for a private party to be held by Resident at the Center, Resident hereby agrees with 5550 North Braeswood Council of Co-Owners as follows:

Deposit & Cleaning Fee: \$100.00

Trash MUST be taken out after event is over

Inventory of chairs and tables at check in: _____

Inventory of chairs and tables at check out: _____

Please drop off the signed agreement accompanied by a check made out to 5550 North Braeswood Council of Co-Owners to Alex Poleshov, unit 167, 832-282-3014

RESERVATION

Date of Usage: _____ Time : _____

Name of Party Reserving Center: _____

Address of Party Reserving Center: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

USAGE: Resident and Resident's guests and invitees shall use the center only in strict compliance with all rules established by 5550 North Braeswood Council of Co-Owners for use of the center, including all rules posted at the center, and each of the following (the "Rules and Regulations"):



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1. The club room may be reserved (i) only by a full time resident of 5550 subdivision and (ii) only if all assessments applicable to the lot upon which resident resides are paid in full.
2. 5550 North Braeswood Council of Co-Owners does not employ lifeguards or other personnel to supervise the center or pool area located therein. Residents assume all risks associated with use of the Club Room and all full responsibility of the conduct and safety of residents and all other persons present at the center during resident's period of use. **POOL USE IS NOT INCLUDED**
3. All parties shall by 11 :00PM and all clean-up set forth below in the "CLEAN-UP" section, paragraph 1, shall be completed within sixty (60) minutes following the end of the party.
4. Use of any glass or other breakable containers or utensils is prohibited outside of the confines of the clubhouse.
5. Noise levels, including music, shall be maintained at a level, which is not audible inside any house in 5550 North Braeswood Council of Co-Owners or a nuisance or annoyance to area residents.
6. Putting nails into walls or use of anything sticky to attach anything to walls or ceilings are prohibited. Any damage caused by failure to abide by this rule will result in an additional charge to the responsible person renting the center. Removable tape is allowed.
7. Use of the center for the party is limited to the date and only during the time set forth above. 5550 North Braeswood Council of Co-Owners, its officers, agent or employees, shall be authorized to immediately terminate such use and to require residents and residents guests to immediately vacate the center when, in the sole opinion of 5550 North Braeswood Council of Co-Owners, its officers, agents or employees, the conduct of any person becomes offensive, noisy, dangerous, or illegal, or is otherwise in violation of any rules and regulations or which infringes upon the rights of adjoining property owners or residents.



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CLEAN-UP: Reimbursement and indemnity

1. Resident shall insure that the center shall be left in a clean, sanitary and presentable condition acceptable to 5550 North Braeswood Council of Co-Owners whose sole opinions and decisions regarding acceptability shall be binding on resident. Residents specifically agree to return all chairs and other equipment to storage and to collect all trash and debris in trash bags and to leave such bags in the appropriate trash disposal areas. If clean up is deemed necessary by 5550 North Braeswood Council of Co-Owners, its' officers, agents or employees; residents shall forfeit the deposit of \$100.00 and any additional fees incurred by 5550 North Braeswood Council of Co-Owners to cover the cost of clean-up.
2. Resident shall be fully responsible for, and shall reimburse 5550 North Braeswood Council of Co-Owners for, any and all damages incurred to the center, and any equipment or facilities located thereon, resulting directly or indirectly from resident's use of the center.
3. Resident will at all times indemnify and keep indemnified 5550 North Braeswood Council of Co-Owners, its directors, officers, and agents and employees and hold all parties harmless from and against any and all claims, liabilities, damages, losses, costs, charges and expense of whatsoever kind or nature, to persons or to property, including attorney fees, which it shall or may at any time sustain or incur and attributable, directly or indirectly to any legal proceedings or suit instituted to enforce the obligations of residents under this indemnity agreement.

STATEMENT - Return of Deposit: Residents shall pay over to 5550 North Braeswood Council of Co-Owners all sums due by resident under any of the provisions of this agreement immediately upon receipt by resident of a statement settling for the sums due. Such Co-Owners statement shall set forth a responsible itemization of all costs, charges and expenses due. Resident hereby expressly agrees to accept the statement of 5550 North Braeswood Council of Co-Owners of any loss, costs, changes, expenses or liability incurred or paid by 5550 North Braeswood Council of Co-Owners by reason of the provision of this agreement as conclusive evidence against resident of the fact and extent of resident's liability to 5550 North Braeswood Council of Co-Owners.



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MISCELLANEOUS: This agreement constitutes the sole and entire agreement between the parties, shall be binding upon their respective successors and assigns, and may not be amended except by in writing signed by each party hereto.

Signature

Date

**YOUR SIGNATURE ACKNOWLEDGES YOU HAVE READ, UNDERSTAND AND
AGREE TO ALL TERMS HEREOF.**