

**HUNTINGTON VILLAGE COMMUNITY ASSOCIATION, INC.
COMMUNITY BUILDING USE AGREEMENT**

STATE OF TEXAS §

COUNTY OF HARRIS §

BY THE AGREEMENT, it is understood and agreed among the parties hereto as follows:

1.) **PARTIES:** Huntington Village Community Association, Inc. ("The Association") agrees to allow _____ address _____ telephone _____ and cell # _____ ("Resident") to use the Association Building ("the Premises") together with the fixtures and contents therein and immediately surrounding grounds, sidewalks, parking lots, but excluding the Swimming Pool on _____ (date) for the hours of _____ until _____.

(The minimum rental time is three (3) hours.)

Will beer or alcohol be served or permitted? Yes No **Renter's Initials:** _____

The building **must be rented in the name of a Huntington Village resident** in good standing (Maintenance Assessment fees paid and no Active Deed Restriction violations or outstanding Deed Restrictions charges). As a Resident, if you are renting the building for another person, we must have all the information filled out on the back page. **The Resident must be present during the entire event and is responsible for all activities.**

2.) **USE FEE AND DEPOSIT:** Resident agrees to pay to The Association a Use Fee of **\$75.00 per hour for weekend and holiday dates or \$25.00 per hour for weekday dates** for use of the Premises, Property and Cleaning and herewith tenders:

I agree to pay \$30.00 fee for every 15 minutes after rental time. **Rental, cleaning and security will be pre-paid.** All items on the wall, including but not limited to tape, glue, streamers, etc. must be removed. The facility must be left in the same condition prior to rental.

\$ _____ USE FEE for _____ HOURS at \$ 75.00 per hour

PLUS \$130.00 Cleaning prepaid

TOTAL \$ _____

A **\$300.00** Security Deposit payable to HVCA, Inc. is required from the Resident for securing the requested date for the clubhouse and signing this Agreement. The Security Deposit will be deposited into HVCA's bank account. Any fees charged for NSF checks will be charged back to the renter. The total deposit may not be refunded if there are damages and/or rental runs past the grace period or renter fails to comply with the paragraphs below. **Deposit must be received no later than two weeks before the scheduled event.**

3.) **USE:**

- A. The Association agrees to provide use of the Premises for the paid specified period as long as the Resident is in compliance with the rules governing the use of the facility. **Renter's Initials:** _____
- B. Resident agrees to comply with all Municipal, State, and Federal laws, Statutes, ordinances, rules and regulations; all rules, regulations and By-Laws of the Association, the Deed Restrictions; and all orders of the Board of Health or other authorities affecting the use of the Premises and/or Property. **Renter's Initials:** _____
- C. Resident agrees to prevent on the Premises or Property any article or thing of a dangerous, inflammable, or explosive character that might increase the chance of eruption of fire, or that ordinarily would be considered "hazardous" or "extra-hazardous" by any responsible insurance company. Absolutely no cooking on an open flame. **Renter's Initials:** _____
- D. Any rented material/equipment left the next day will be charged a storage fee at a minimum of \$60.00 per day. **Renter's Initials:** _____
- E. The Resident executing this agreement agrees to be on the Premises through the entire Use Period and shall be responsible for the final inspection after clean up. **Renter's Initials:** _____
- F. Resident agrees to end all functions by 12:00 A.M. and to be responsible and liable for the actions and conduct of all attendees. **Renter's Initials:** _____
- G. Resident also agrees to be out of the Building not later than 1:00 A.M. at which time the Security System will reactivate. **Renter's Initials:** _____
- H. If a false security alarm occurs, an \$80.00 fee will be charged against the deposit to the cover the cost of the police dispatch. **Renter's Initials:** _____
- I. Resident agrees that no fees, admissions or cover charge of any nature shall be charged or collected from his/her guests as a prerequisite or condition of entering the Premises. Resident agrees that the scheduled event is not a fundraiser, marketing, or any commercial or retail event. **Renter's Initials:** _____
- J. Resident agrees that there shall be no smoking or firearms permitted inside the Community Building and that the violation of such prohibition will subject the Resident to a fine of \$300.00 and possible loss of facility use. **Renter's Initials:** _____
- K. Children's or Teen's parties must be chaperoned by a specified adult or adults over twenty-one (21) years of age. **Renter's Initials:** _____
- L. More than 200 people are not allowed by fire code and renter must agree to this limit. If more than 200 people are observed in the building HVCA can cancel the remainder of the contract period. A refund for unused hours will be given minus the minimum rental of 3 hours. **Renter's Initials:** _____

Please note the following:

Security must be present for the entirety of all events and is paid by the Renter. **Security must be scheduled a minimum of (two) 2 weeks prior to the event.** In the event your party will have One Hundred and Twenty-Five (125) adults or more attending, a second security person is required. Security must be used for your events. Security fees are payable at the time of the rental and must be in cash to the Security Officer. Fees will be those established by security. HVCA will not add on to these fees in any way. Please call Security Officer, **Thomas Mayfield at 832-705-3389.** **Renter's Initials:** _____

4. **INDEMNIFICATION:**

- Resident acknowledges that use of the Premises and/or Property shall be at their own risk and releases and agrees to hold harmless the Association and its Board of Directors from any and all claims resulting from damage or injury to any person or property occurring on the Premises and/or Property arising out of or as a result of Resident's use or occupancy of the Premises and/or Property. **Renter's Initials:** _____
- B. The Association agrees to use its best efforts to make the Premises available during the Use Period. The Resident agrees that the Association shall not be liable for damages by reason of

non-availability of the Premises caused by events outside the Association's control or in the event this Agreement is canceled or terminated by the Association for cause.

Renter's Initials: _____

5. **CLEANING:**

Resident agrees to leave the Premises in a clean and orderly condition at the expiration of the Use Period as follows:

- A. All decorations including balloons and strings must be removed before the end of the use period. A \$100.00 fine will be assessed if tape, glue, staples, push-pins or tacks are used on the walls resulting in damage. All decorations must be non-flammable, light-weight and may be hung from the wood board around the ceiling
Renter's Initials: _____
- B. All tables must be cleaned thoroughly including tape, string, and chewing gum and chairs must be placed on the racks before storing in closet. All chairs must be placed on racks facing the same direction and placed in storage closet.
Renter's Initials: _____
- C. Bathroom sinks and floor must be left clean with area free of debris and toilets flushed and working properly.
Renter's Initials: _____
- D. All trash must be removed after event. Failure to do so will result in deposit refund reduction to cover trash removal cost.
Renter's Initials: _____
- E. All personal and rented property must be removed the night of the event.
Renter's Initials: _____
- F. Thermostat must be set at 68°F in the winter and 80°F in the summer.
Renter's Initials: _____
- G. Red dye and red drinks are prohibited to be used during rental of the clubhouse due to the staining potential.
Renter's Initials: _____

6. **DAMAGE:** Resident agrees to be responsible and liable for any and all damages to the Premises and/or Property during the Use Period and while any of Resident's attendees are on the Premises and/or Property immediately after the Use Period. Resident authorizes the Association to charge the Resident a fee, which shall be deducted from the security Deposit to repair any such damage (i.e., holes in the walls, etc.). No tacks, nails, staples, push pins, or any devices that will make holes in the walls, ceiling, and/or tables will be allowed nor any tape or glue on the walls. INSPECTION WILL BE MADE AFTER EACH EVENT FOR HOLES IN THE WALLS OR GLUE. IF ANY IS FOUND, \$300.00 will be charged for damages. Decorations must be lightweight and hung from the wood board around the ceiling. All decorations must be removed before the end of the use period.

Renter's Initials: _____

7. **SPECIAL PROVISIONS:** The Huntington Village Community Association Board of Directors must approve any exceptions to these rules in writing.

Renter's Initials: _____

8. **Set Up:** Renter will pick up security instructions from office when payment is made. Entrance will be available three (3) hours prior to the rental time agreed upon, for setup purposes. If additional time is required for set up, a fee of \$20.00 per hour will be charged, or any portion thereof.

Renter's Initials: _____

9. **SECURITY DEPOSIT:** The Security Deposit will be deposited upon receipt by the Association and Resident authorizes the Association to apply the Security Deposit to the repair of damage to the Premises and/or Property, or any other expenses or charges stipulated herein to be the responsibility of the Resident. The Association's representative will inspect the Premises and Property before and after the Use Period, will determine the costs and charges that apply, if any and will return any remaining balance by check to the Resident within five (5) working days after any necessary repairs are completed.

Renter's Initials: _____

10. **UNPAID COSTS AND CHARGES:** Resident will be invoiced for any costs or charges in excess of the Security Deposit provided in Paragraph 2. Resident agrees to pay said invoice within ten (10) working days from the date of the invoice. If payment is not received within this time, the Association may

proceed with legal action to collect payment and Resident agrees to bear the cost of such action, including but not limited to reasonable attorney fees and court costs. **Renter's Initials:** _____

11. **CANCELLATION:** Resident may cancel his/her reservation and this Agreement at any time prior to the Use Period. If Resident cancels within 72 hours immediately prior to the Use Period, Resident will forfeit one-half (1/2) the minimum rental fee as specified in the Community Building rules. The Association reserves the right to cancel or terminate this Agreement at any time for violations of the covenants, conditions, or rules contained herein, or because Resident is not, or ceases to be, in good standing with the Association. **Renter's Initials:** _____
12. **HVCA OFFICE:** The HVCA Office, located in the Northwest Corner of the Building is not available for use by Resident. Resident agrees that any Director or staff employee for the Association may have access to the Office at any time during the Use Period. **Renter's Initials:** _____
13. **PROTECTION OF PREMISES:** The Association reserves the right to require Resident, when deemed necessary by the Board of Directors of the Association, to provide property and/or liability insurance coverage or other measures to protect the Premises and the Association. **Renter's Initials:** _____
14. **ATTORNEY'S FEES:** Any signatory to this Agreement who is the prevailing party in any legal proceeding against the other signatory brought under or with relation to this Agreement or transaction shall be additionally entitled to recover the cost of such proceeding, including, but not limited to reasonable attorney fees and court costs. **Renter's Initials:** _____

The person executing this Agreement acknowledges that he/she has read and understood the above conditions, and Resident agrees to comply with the HVCA building Rules made a part hereof.

Executed this _____ day of _____, 20____.

Type of Event _____

Resident Full Legal Name _____

Address _____

City, State, Zip Code _____

Telephone # (W) _____ Cell # _____

Texas Drivers License # _____ Date of Birth _____

I, the Homeowner/Resident, will be present before, throughout, and at the end of the entire event. The rules have been explained to me and I will follow the rules and regulations stated herein, including activation of the Security System at the end of the event.

Signature

USER Full Legal Name: _____

Address _____

City, State, Zip _____

Telephone # (W) _____ Cell # _____

I, the User, have read the contract and will abide with the rules and regulations stated herein.

Signature

Accepted By: _____ Date: _____
HVCA Representative

End of Agreement