

GREATWOOD COMMUNITY ASSOCIATION
Meeting Room Rental Agreement

I/We, _____ hereby make application for rental of the Greatwood Community Association Meeting Room during the hours of ____AM/PM thru ____AM/PM on _____, 2011. **The maximum number of people is fifty (50).**

NO ALCOHOL IS ALLOWED!

Checks (Please make 2 separate checks) must be made out to:
GREATWOOD COMMUNITY ASSOCIATION

CHARGES:

RENTAL FEE (AS DEFINED) \$ _____ (CHECK / M/O)
(\$35.00 x ____ hours)

PLUS DEPOSIT (REFUNDABLE) \$ _____ (CHECK / M/O)
(\$150.00)

TOTAL DUE \$ _____

I have read the rules and initialed the pages that I have signed and agreed to this the ____ day of _____ 2011.

SIGNATURE and ADDRESS

TELEPHONE NUMBER

Return to:

EMAIL ADDRESS

**Jill Williams
On-Site Office at Greatwood
Recreation Center II
8802 Greatwood Parkway**

MEETING ROOM RESERVATION AND USE REGULATION

Greatwood Community Association, Inc. (the "Association"), will allow members of the association to reserve the Association's facilities ("**Meeting Room**") for private parties and other private use subject to the following regulations:

Under no circumstances shall alcoholic beverages be made available to the member or his guest.

1. Only those persons who are members or lessees in good standing of the Association may reserve the Meeting Room for private use. **(Good standing means Association Maintenance Fees paid in full and the member or his lessee is not otherwise precluded from using such facilities).**
2. Reservations for the Meeting Room at Recreation Center # 1 (7225 Greatwood Parkway) must be made with Houston Community Management Services at 832-864-1200 or 1-800-568-6807 at least **ten (10)** days before the date desired for private use. Reservations will be allowed on a first come, first serve basis.
3. At the time the reservation of the Meeting Room for private use is made, a deposit of ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) must be paid to the Association by check or money order only. A separate check or money order applicable to the Usage Fee (\$35.00 per hour, one-hour minimum, for private use or **\$35.00 per hour, two-hour minimum, for commercial use**) of the meeting room shall be made payable to the Association and shall be retained by the Association.
4. *When the Association receives the deposit, Usage Fee, and The Meeting Room Rental Agreement, the reservation date will be confirmed. Please call and confirm with Houston Community Management Services that we have received your checks and paperwork prior to making further plans for the recreation center.
5. The deposit will be refunded to the individual reserving the Meeting Room within thirty (30) working days following the room's use, provided that all persons using the Meeting Room during the reservation period observe all rules contained herein or attached hereto, do not damage the facilities or surrounding area in any way, and leave the facilities and surrounding area clean from all trash and debris. All or part of the deposit may be retained by the Association to the extent necessary to cover cost of cleanup and/or repair of damage to the facilities. In the event the Association retains any part of the deposit, the member or his lessees shall be given an itemized account of the damage or repairs made to the property. Excessive damage above the \$150.00 Dollar deposit will be charged to the resident who reserved the facility. Failure to pay will result in loss of any future pool use and legal remedies as necessitated.
6. At the time reservation of the Meeting Room is confirmed by the Association, the resident member who is making the reservation must pay all fees and deposits, and execute the agreement, entitled "Greatwood Community Association, Inc. Meeting Room Rental Agreement" in which the resident member or his lessee reserving and Meeting Room for private use agrees to release and hold harmless Greatwood Community Association, Inc., its officers, directors, employees, and agents, from all liability for accidents, injuries to or death of individuals, and damage to property occurring as a result of the intentional or unintentional conduct or negligence of persons using the facilities during the period of private use, and personally guarantees payment for any damages occurring which are in excess of the required deposit.
7. The resident member in whose name the reservation of the Meeting Room is made and who executes the Use Agreement must be present during the entire period that the facility is reserved for his or her private use.
8. A resident member reserving the Meeting Room for private use who wishes to cancel such reservations must do so **twenty four (24) hours** before the reserved period of private use is to begin in order to receive a full refund of the required ONE hundred fifty AND no/100 (\$150.00) deposit. **A fee of THIRTY FIVE and No/100 Dollars (\$35.00) shall be retained for cancellations occurring less than twenty-four (24) hours before the agreed time of reservation is to begin.**

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9. Resident member reserving the Meeting Room for private use are responsible for cleaning up the facilities and surrounding area and returning it to the condition it was in before the period of private use began. Failure to clean up the facilities and surrounding area by the end of the period of private use will result in a forfeiture of at least FIFTY and NO/100 DOLLARS (\$50.00) of the required deposit. More than

\$50.00 may be retained if the facilities and surrounding area is left in an excessively untidy and unclean condition. The exact amount of such forfeiture will depend on the nature of the violation and the amount of effort required returning it to its normal condition, and it is within the sole discretion of the Association to determine what the amount of forfeiture shall be in such circumstances.

10. For children or teen-aged parties, two (2) adults must be present for each 25 guests; if adults are not present the party will not begin until adults are present.

11. No alcohol allowed in the meeting room at anytime.

MEETING ROOM RENTAL FEES & RULES

RENTAL FEES:

1. \$ 35.00 user fee per hour (minimum of one (1) hour) use of the Rec Room.

2. \$150.00 refundable deposit

3. Maximum of 50 people capacity

THE FOLLOWING EVENTS ARE EXEMPT FROM USE FEES:

- a) Neighborhood meetings
- b) Neighborhood elections
- c) Annual Meeting (Greatwood Community Association)
- d) Board sanctioned committee meetings
- e) Community association sponsored (in part or in whole) social activities

1. The Meeting Room may be reserved for private use when not in use for regularly scheduled Association functions. The Meeting Room must be ready for lock up by midnight, all areas cleaned and ready for inspection.

2. *NO ALCOHOL ALLOWED AT THE MEETING ROOM AT ANYTIME.*

3. All the trash **MUST** be removed from the inside of the building after the party. Failure to adhere to these rules could result in forfeit of deposit.

4. Outside facilities at the Recreation Center **ARE NOT AVAILABLE** for rental (i.e., tennis courts, outside ground).

5. The following business day after the party, Houston Community Management Services will contact a representative to verify the condition of the facilities prior to refunding deposit.

6. All other rules and regulations pertaining to the use of the meeting room described under and Meeting room rental fees and rules shall apply.

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GREATWOOD COMMUNITY ASSOCIATION

Meeting Room Indemnification Agreement

Greatwood Community Association, Inc. (hereafter referred to as the "Association"), is the Owner and/or operator of a Common Area serving the members of the Association who are residents within the Association located in Fort Bend County, Texas; and the persons whose signatures are below are residents within Greatwood Community Association, Inc. (hereinafter referred to as "Member"), who, for and in consideration of the issuance of access to the meeting room does hereby agree as follows:

1. I have read, acknowledged and agree to abide by the posted/published rules and regulations concerning the Association's Recreational Facilities.
2. I agree to assume the risks involved with the use of the Meeting Room/ Common Areas within the Association.
3. To the fullest extent permitted by applicable law, Member shall and does hereby agree to indemnify, protect, hold harmless and defend the Association and their respective heirs, legal representatives, members, partners, agents employees, officers, directors, shareholders, parents and subsidiaries, from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, liabilities and expenses, including court cost and attorney's fees of any nature, kind or description (including without limitation, claims for property damage, injuries to or death of any person or entity) arising out of the use of the Meeting Room/Common Areas within Greatwood Community Association, Inc. by Member and Member's family members and guests.
4. THE OBLIGATION OF MEMBER UNDER THIS INDEMNIFICATION SHALL APPLY EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE ASSOCIATION AND WHETHER OR NOT SUCH SOLE OR CONCURRENT NEGLIGENCE OF THE ASSOCIATION WAS ACTIVE OR PASSIVE OR BY ANY MATTER OR THING IN WHICH LIABILITY MIGHT BE IMPOSED.
5. The parties agree that in the event any law is enacted, which governs this agreement and which limits in any way the extent to which indemnification may be provided to the Association, this contract shall automatically be amended to provide that the indemnification provided hereunder shall extend only to the maximum extent permitted by applicable law.
6. This Agreement shall further constitute a waiver of subrogation by the Member against the Association and its insurance carriers.

ACCEPTED AND AGREED: _____ DATE _____

Print Name: _____ Signature: _____