

RECREATIONAL CENTER USE AGREEMENT & RELEASE

In consideration for reservation of the right to use the Village West Community Improvement Association (VWA) recreation center, including the pool area therein and parking lot areas adjacent thereto, located at 11538 Piping Rock, Houston, Texas (all such areas herein referred to as the "Center") by the undersigned Resident(s) of the VWA community (hereinafter referred to as "Resident", whether one or more) for a private party to be held by Resident at the Village West (VWA) Center, Resident hereby agrees with as Follows:

CLUBHOUSE USAGE FEES

Deposit: \$ 100.00 for parties with less than 35 expected guests

Deposit: \$ 200.00 for parties with 36 or more expected guests

Rental Fee: \$ 40.00

Please mail or drop off the signed agreement accompanied by two checks made out to Village West Community Association to the management office located at 11011 Richmond Avenue, Suite 615.

Reservation is for:

(CHECK ONE)

Clubhouse

Pool

Both Clubhouse and Pool

Date of Usage _____ Time _____

Name of Resident Reserving _____

Center _____

Address of Resident Reserving Center _____

Home Phone _____ Work Phone _____

Total number of guests expected _____. VWA reserves the right to limit the total number of guests prior to or during the private function). Note: A maximum number of 60 total guests are allowed.

Type of function being held

Signature

Date

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

1. **Terms of Usage:** Resident and Resident's guests and invitees shall use the Center only in strict compliance with all rules established by VWA for use of the Center, including all rules posted at the Center, and each of the following ("Rules and Regulations"):

- a. The Center may be reserved: (i) only by a full time Resident of the VWA subdivision: and (ii) only if all assessments applicable to the lot upon which Resident resides, are paid in full.
- b. While VWA does employ lifeguards and other personnel to supervise the pool during normal hours of operation, any resident renting the pool must contact Pool Company to make arrangements for additional lifeguards for pool use. This stipulation is regardless of whether or not use is during normal operational hours. All costs for additional lifeguard coverage will be at the expense of the resident renting the pool.
- c. All parties shall end (I) for children under age of sixteen by 11:00 p.m. and (II) for all others by midnight and all clean up, as set forth in paragraph 3(a), shall be completed within thirty (30) minutes following the end of the party.
- d. All persons attending the party shall leave the Center (including the adjacent parking lot areas) within thirty minutes following the end of the party. This rule shall apply to any full time Resident of the VWA subdivision if the party ends during regular pool hours.
- e. Barbecuing, grilling or any other cooking, and use of any glass or other breakable containers or utensils (including bottles, glasses or plates) are, each and all, prohibited outside the confines of the clubhouse room.
- f. Noise levels, including music, shall be maintained at a level, which is not audible inside any house in the VWA subdivision or a nuisance or annoyance to area residents.
- g. Nails, bolts and sticky adhesives are not allowed in attaching items to floors, walls and/or ceilings. Any damage caused by such use will be charged to the resident renting the Center.
- h. Use of the Center for the party is limited to only the date(s) and time(s) set forth above. VWA, its officers, agent or employees, shall be authorized to immediately terminate such use and to require Resident and Resident's guest(s) to immediately vacate the Center when, in the sole opinion of VWA, 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.
- i. Use of clubhouse and/or pool does not include use of tennis courts.
- j. Use of Center is restricted to social/recreational use only. No business, whether for profit or not, is allowed.

2. **Clean - up: Reimbursement and indemnity**

- a. Resident shall insure that the Center be left in a clean, sanitary and presentable condition, acceptable to VWA whose sole opinions and decision regarding acceptability shall be binding on Resident. Resident specifically agrees to return all chairs and other equipment to storage, to leave restrooms in a clean and sanitary condition, and to place 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 VWA, its officers, agents or employees, Resident shall forfeit the deposit , to cover cost of clean up.
- b. Resident shall be fully responsible for, and shall reimburse VWA 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.
- c. Resident will at all times indemnify and keep indemnified VWA, its directors, officers, and agents and employees, and hold and save 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 attribute, directly or indirectly to any legal proceedings or suit instituted to enforce the obligations of Residents under this indemnity agreement.

d. Resident shall return recreational center keys to TCM, Inc., 11011 Richmond Avenue, Suite 615, Houston, TX 77042 prior to the issue of any refund.

3. **Statement: Return of Deposit:** Residents shall pay over to VWA all sums due by Resident to VWA under any of the provisions of this agreement immediately upon receipt by Resident of a statement for the sums due. Such statement shall set forth a responsible itemization of all costs, charges and expenses due. Resident hereby expressly agrees to accept the statement of VWA for any loss, cost, charge, expense or liability incurred or paid by VWA by reason of the provision of this agreement as conclusive evidence against Resident of the fact and extent of Resident’s liability to VWA.

4. **Miscellaneous:** This agreement configures the sole and entire agreement between the parties, shall be binding upon their respective success and assigns, and may not be amended except by in writing, signed by each party hereto.

5. **Indemnity Agreement:** Resident agrees to indemnify, hold harmless and defend the Association, its officers, Directors, employees, agents, Management Company, contractors, and sub-contractors (Association Parties”), from and against all damages, liabilities, claims, causes of action penalties, fines, costs and expenses (Including without limitation all attorney’s fees and court costs) incurred or suffered by the Association Parties whatsoever arising out of or relation in any way to the Resident’s use of the amenities granted to the Resident by this instrument, whether or not such claims are based upon the negligence of the Association Parties.

Signature

Date

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