

Copperfield
Clubhouse Rental Policy & Agreement
15409 Willow River Dr., Houston, Texas 77095

(1) **Introduction**

WHEREAS the Copperfield Community Association, Inc., a Texas non-profit corporation (the “CCA”) encumbers properties in the Copperfield Subdivision (the “Subdivision”) in Houston, Harris County, Texas, and Applicant is an owner or resident residing in the Subdivision; and

WHEREAS, the Applicant desires to rent the Copperfield Community Center building located at 15409 Willow River Dr., Houston, Harris County, Texas, excluding the playground, pool and pool area (the “Clubhouse”) from the CCA as herein set forth; and

WHEREAS, the CCA will only rent the Clubhouse if the Applicant agrees to be bound by the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the CCA’s agreement to rent the Clubhouse on the hereinafter set forth terms and conditions and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant hereby agrees to the terms and conditions set forth herein:

(2) **Rental/Reservation Information:**

Applicant’s Name: _____

Applicant’s Address: _____

Applicant’s Phone (Home): _____

Applicant’s Phone (Cell): _____

Applicant’s Phone (Work): _____

Date(s) Requested: _____ (the “Rental Date”)

Event Description: _____

Event Timeframe: _____

No. of Persons Attending: _____

No. of Persons between ages 13-20 Attending: _____

Will Alcohol be served (yes/no) : _____

If alcohol will be served, provide the following information:

Officer Name: _____ Department: _____ Badge #: _____

(3) **Eligible Users**

Applicant must be an adult resident (at least 21 years of age) in good standing with the community which is part of the CCA. The assessment account for Applicant's property must be current on all fees and obligations to the community which is part of the CCA. If after a reservation is confirmed, the Applicant is no longer in good standing, the CCA Board has the right to cancel the reservation. Applicant must be present at the event and is responsible for the Clubhouse use.

The CCA Board reserves the right to revoke, limit or prohibit use of the Clubhouse at any time to anyone.

Reservations are limited to 1 reservation per quarter, not to exceed four reservations per calendar year per household.

(1) **Reservations**

Clubhouse reservations should be made at least ten (10) working days in advance, and reservations are on a first come first serve basis. Applicant shall make a reservation by contacting the Reservation Coordinator by telephone (currently Crest Management 281-945-4602). Reservations shall not become final until such time as the Reservation Coordinator has provided written communication to the Applicant that all fees, deposits, the signed Rental Policy & Agreement and proof of uniformed security arrangement (if applicable) has been received and determined sufficient.

(2) **Fees, Security Deposit & Penalties**

Unless otherwise determined by the CCA Board, each user shall be required to pay in advance by separate checks a fee of \$600 for the reservation (the "Rental Fee"), and a security deposit of \$250 (the "Security Deposit"). Checks should be made payable to: Copperfield Community Association, Inc. The CCA reserves the right to cash all checks immediately upon receipt.

Applicant is responsible for the Clubhouse and for any damage to the Clubhouse that occurs during Applicant's rental. The CCA shall inspect the Clubhouse after Applicant is through cleaning. If the CCA discovers that the Clubhouse was not properly cleaned following Applicant's rental or that damage has occurred, then the CCA shall notify Applicant of such condition within fifteen (15) days. The CCA's notice shall contain an invoice for the costs to clean the Clubhouse and/or the cost to make the needed repairs. The CCA may retain all or part of the Security Deposit to cover the cleaning and/or repair cost if Applicant does not clean the Clubhouse as required by this Agreement or if damage has occurred. Any remaining Security Deposit shall be returned to Applicant within thirty (30) business days. If the cleaning cost or repair cost exceeds the Security Deposit, then Applicant agrees to immediately pay such amount to the CCA.

(3) **Cancellations**

Applicant may cancel this Agreement any time prior to the Rental Date. If funds have been received and deposited, a \$50.00 cancellation fee will be charged. Applicant should expect the partial refund of the deposit, cleaning, and rental fees within thirty (30) days of cancellation.

(4) **Use Period**

A Clubhouse rental generally allows the applicant access of the Clubhouse from 8:00 am – 11:00pm. All events must end and the patrons at the Clubhouse must vacate by 11:00 p.m. to avoid forfeiture of security deposit as set forth herein. Notwithstanding the foregoing, all doors, gates and windows of the Clubhouse must be locked when not in use.

(5) **Scope of Facility**

The rental applies only to the Clubhouse and does not afford the Applicant use of the playground or pool areas.

(6) **Restrictions**

The Fire Code restricts use of the Clubhouse to a **maximum of 45 persons**, so the Clubhouse shall not be used for any group in excess of this number. The CCA Board has elected to not rent the Clubhouse on December 31 for any purpose. Smoking or use of tobacco within the Clubhouse is prohibited, and Applicant assumes full responsibility for any violation of this regulation and related damages. No pets or animals are allowed in the Clubhouse or gated pavilion area at any time, except as required by law.

Rentals may not be used for any religious, anti-religious, illegal, political, or business purpose, nor may a renter collect monies or sell tickets to any attendee of said reservation. No décor may be adhered to the walls with staples, nails, or tape that will either leave a residue or cause damage. No glitter, confetti, rice, or birdseed is permitted. Candles and open flames are prohibited.

In the event that alcohol will be served it is the sole responsibility of the renter to pay for and coordinate the presence of at minimum 1 law enforcement officer who will remain present from the start time until the last patron leaves. All alcoholic beverages must remain inside the community center. Failure to adhere to the rules regarding alcohol as stated will result in the full forfeiture of all fees and a prohibition of future rentals for a period of no less than 5 years.

(7) **Minors**

For events where more than ten (10) persons between the ages of 13-20 are anticipated to be present, an adult chaperone for every (10) persons between the ages of 13-20 is required. The Applicant and adult chaperones will be liable for any illegal activities which may occur.

Should Applicant rent the Clubhouse for a party where children or teenagers will be present, Applicant will ensure that the party is properly supervised and controlled by someone twenty-one (21) years or older and that all applicable curfew ordinances and laws as well as all other ordinances and laws are followed. For all events, the event timeframe must correspond to the latest time at which minors may be out in public pursuant to any applicable curfew ordinance or law.

(8) **Forbidden Purposes**

Applicant shall not use, occupy or permit the use of the Clubhouse for any purpose which is directly or indirectly forbidden by law, ordinance, order and government or municipal regulations, deed restrictions, bylaws, rules and regulations governing the CCA or the Subdivision or any written or verbal restrictions issued by a member of the CCA Board.

(9) **Indemnification of the CCA**

The CCA and Applicant agree that the CCA will not be liable to Applicant or any other party for any injury to any person using the Clubhouse or its surrounding facilities during Applicant's rental. Applicant shall defend, indemnify and hold harmless the CCA, the Board of Directors of the CCA, and their agents, representatives, officers, directors, members and contractors from and against any and all claims, actions, suits, damages, demands, losses, costs, expenses and disbursements, including court costs and attorney's fees, resulting from any injuries to or death of any person or damage to any property (including, without limitation, damage to the Clubhouse by Applicant or any other real or personal property owned by the CCA or within the Subdivision) arising out of, relating to, or in connection with the rental or use of the Clubhouse or surrounding areas by Applicant, the failure of Applicant to perform any of its obligations hereunder, or the negligence or willful actions of Applicant and Applicant's guests, invitees or others at the Clubhouse or Subdivision in connection with Applicant's rental of the Clubhouse, even if caused or alleged to be

caused by the sole, joint, comparative, concurrent negligence or fault of the CCA, and even if any such claim, cause of action or suit is based upon or alleged to be based upon strict liability of the CCA. THIS INDEMNITY AND RELEASE PROVISION IS INTENDED TO INDEMNIFY AND RELEASE THE CCA AGAINST THE CONSEQUENCES OF ITS OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN THE CCA IS SOLELY, JOINTLY, COMPARATIVELY OR CONCURRENTLY NEGLIGENT OR OTHERWISE STRICTLY

LIABLE. To the extent permitted by applicable law, any statutory or common law remedies, which are inconsistent with the provisions of the foregoing indemnity and waiver, are waived by the Applicant. This indemnity and release provision shall survive the termination or expiration of this Agreement.

(10) **Key Rules and Condition After Use**

The Applicant is responsible for cleaning the Clubhouse after the event. The Clubhouse should look as good or better than before the event. Some key rules that apply are: 1) no smoking or tobacco is ever permitted inside the Clubhouse or its restrooms, 2) no food must be left on the premises or in the refrigerator, 3) no trash must be left, Applicant must take it home to put it out for disposal, 4) floors must be swept or vacuumed thoroughly to remove all debris, and 5) doors must be locked after Applicant leaves.

Failure to leave the Clubhouse in an acceptable condition may result in a forfeiture of part or all of Applicant's Security Deposit. The Applicant agrees in advance to accept the determination of any CCA Board Member or designated inspector as to whether Applicant caused the violation provided that an inspection was done within twenty-four (24) hours after the end of the Applicant reserved time, or prior to providing a key to the next user, whichever occurs earlier. Inspections shall be accomplished at the inspector's convenience, and it is not necessary that the Applicant be present.

Inspection Checklist for Pre & Post Inspection:

	Pre	Post
Food Items Removed	_____	_____
Trash & Decorations Removed	_____	_____
Table & Chairs Cleaned & Neatly Placed Back on Rack	_____	_____
Windows Closed & Shades Drawn (if applicable) Doors Locked	_____	_____
Damage/Marring of any item noted (wall, décor, shades, fans...)	_____	_____
Lights turned off	_____	_____

(Note: The above is not necessarily a complete list but is provided for the convenience of the Applicant.)

If damage occurs, repairs will be deducted from the security deposit. If the repair exceeds the amount of the deposit, the applicant agrees to pay the additional cost for said repairs and cleaning. Anything in excess of the deposit will be added to the applicant's annual assessment fee.

(11) **Miscellaneous**

Noise must be kept to a minimum in consideration of other residents. Applicant is responsible for returning any keys provided in connection with this Agreement, and Applicant acknowledges and agrees that if Applicant does not return such keys as set forth herein, the CCA may replace the corresponding locks and keys at Applicant's sole expense. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties to this Agreement are performable in Harris County, Texas. In the event the CCA is compelled to retain the services of an attorney to enforce any of the provisions of or collect any sums due under this Agreement, the CCA shall be entitled to recover such attorney's fees from the Applicant. This Agreement shall not be assigned by the Applicant for any reason and any such assignment is void and of no legal effect. The rights and obligations of this Agreement shall survive the termination of the rental period and this Agreement. Any notice, tender, or delivery to be given by either party to the other under this Agreement shall be sufficient in writing and sent via hand delivery or by registered or certified mail, postage paid, return receipt requested, and shall

be deemed received the earlier of actual receipt, or deposit in the United States mail. If to Applicant, notices shall be sent to Applicant's address herein and if to the CCA, notices shall be sent to Crest Management, PO Box 219320 Houston, TX 77218-9320. This Agreement is binding upon the Applicant and Applicant's heirs, executors, administrators, legal representatives, successors, and assigns (when permitted by the CCA). If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability of any one provision does not affect any other provision of this Agreement, and this Agreement shall be construed does not affect any other provision of this Agreement, and this Agreement shall be construed as if such illegal, or unenforceable provision was never in the Agreement. This Agreement is the only agreement between the parties and supersedes any prior written or oral understanding between the parties about rental of the Clubhouse. All of the rights, duties and obligations of the parties are completely and fully set forth in this Agreement.

(12) **Important Notes**

After the event is concluded, the Applicant should: (i) set the thermostat in the Clubhouse at 78°F, except in the winter months, when the thermostat should be set at 60°F; and (ii) turn off all lights, The CCA does not guarantee the usability of the kitchen appliances.

(13) **Homeowner Insurance**

For each clubhouse rental, CCA requires a copy of Applicant's homeowner's insurance policy in the event there is damage to the facility that exceeds Applicant's deposit for the facility.

COPPERFIELD CLUBHOUSE

The Applicant by signing below certifies that he/she has read and understood the Copperfield Clubhouse Policy and Agreement above and agrees to abide by those terms as set forth.

Applicant (Signature)

Date

Driver's License Number

Please return this completed agreement along with payment and deposit checks to:
COPPERFIELD CLUBHOUSE RENTAL
PO Box 219320
Houston, TX 77218-9320

Clubhouse Users

You are responsible for Cleaning the Clubhouse after use. The Homeowner's Association does not employ a regular cleaning service.

Leave the Clubhouse in as good as or better condition than when you came. A few simple rules-

- (1) No Smoking or tobacco use is ever allowed inside the Clubhouse or its restrooms.**
- (2) No food must be left on the premises – take it all home.**
- (3) No Trash must be left – you have to take it home with you in a garbage bag.**
- (4) Kitchen & Bathrooms – appliances, counters, sinks, floors & toilets must be cleaned.**
- (5) Carpet must be swept or vacuumed thoroughly to remove all debris.**
- (6) Tables and Chairs must be cleaned.**
- (7) Doors must be locked after you leave.**
- (8) All events must end by 11:00 P.M.**

Failure to comply with any one rule may result in \$50 (minimum) being taken from your Security Deposit.

Kitchen Appliances:

Turn off all kitchen appliances after use and clean before leaving.

Air Conditioning:

When Clubhouse is not in use, set the thermostat at 78F, except in winter months, when the thermostat should be set at 60°F.

Lights:

Turn off lights when the Clubhouse is not in use.

Lock: Lock door by pressing the “Schlage” button on the keypad.

Please report any damage or problems to Crest Management 281-945-4602