

**RULES AND REGULATIONS GOVERNING THE RENTAL AND USE OF
THE LAKEWOOD GLEN COMMUNITY CENTER (LWGCC)**

The Board of Directors of the Lakewood Glen Property Owners Association expressly reserves the right to amend, change and modify these rules and regulations at any time and from time to time.

LAKEWOOD GLEN PROPERTY OWNERS' ASSOCIATION COMMUNITY CENTER

RENTAL AGREEMENT

Homeowner/Responsible Party	
Address:	
Phone Number:	Email:
Resident / Non-Resident	Number of Guests (<i>Maximum Occupancy:50</i>):
Date of Function:	Type of Function:
Time of Function (fee incl. Setup / Takedown):	

Rental is **ONLY** confirmed with complete signed contract, rental check and separate deposit check to:

Deanna Vereb, 13410 Autumn Valley Dr. or call 713-501-7487
Make checks payable to: Lakewood Glen Property Owners Association

LWGCC RENTAL HOURS AND CHARGES:

Rental Fee & Security deposit in the amount of three hundred dollars (\$300) will be required in **advance** of the rental of the facilities. Where possible, all, or a portion, of the security deposit will be refunded to the Applicant within (7) business days of the rental date of the facility. If the facility **is not left clean, a \$100 cleaning fee will be deducted from the deposit.**

—> Facility Rental DOES NOT guarantee full private use of the parking lot.<—

Rental Hours / Charges LWG Residents

Up to 3 Hour Clubhouse Rental (Incl. Setup / Takedown)	\$50
3+ Hour Clubhouse Rental (Incl. Setup / Takedown)	\$75
HOA/MUD Organizations	\$75
Gazebo (Pool Area)	\$40
Rentals Generating Income	\$75 (additional)
Non-Profit Organizations* (<i>Mon-Thurs Only, 8am - 5pm / Private Rentals shall have precedence</i>)	Free / MON - THURS ONLY (8am - 5pm)

* There will be no rental charge for Non-Profit Organizations/Clubs ("NPOC") of Lakewood Glen residents. Proof will be required at the time of reservation. Any NPOC, which qualifies for a non-charge rental may reserve the LWGCC on a recurring basis, except in the case of a private rental. In this case, the NPOC will be notified by Crest Management, Inc. of the scheduling conflict (not less than 10 business days prior to the NPOC's normal meeting time) to allow the NPOC sufficient time to make other arrangements.

Applicant agrees at all times to use the utmost care and caution when using the Lakewood Glen Clubhouse Center and its surrounding premises ("LWGCC"), and to abide by the following Rules and Regulations:

LWGCC USAGE GUIDELINES:

1. Applicant must be a Lakewood Glen resident in good standing with the Lakewood Glen Property Owners Association ("LWGPOA"). Assessment fees must be current including all penalty and interest fees and that no violations exist against the property.
2. Applicant must be at least twenty-one (21) years of age at the time of the rental of the LWGCC. Further, Applicant agrees to be present during the entire time the LWGCC has been rented to Applicant.
3. All reservations will be made on a first paid-first served basis, with the exception of LGPOA functions or meetings, which shall have precedence over any reservation.
4. Applicant agrees that the noise level will be maintained so as not to disturb nearby residents. Violations may result in the forfeiture of a portion, or all, of the security deposit.
5. Applicant agrees that teenager/young adult functions (ages 13-21) are required to have adult supervision at a ratio of 1 adult per every 10 teenager/young adult. Functions shall be supervised for the entirety of event.
6. Security is required for teenager/young adult functions (ages 13-21) if more than 25 teenager/young adults.
7. Security is required for each clubhouse function of 50 or more people attending. You must arrange and pay them separately. Renter must provide security who is a certified Texas Peace Officer. **MAXIMUM OCCUPANCY IN THE CLUBHOUSE IS 50.**
8. **SMOKING IS STRICTLY PROHIBITED** inside the physical structure of the LWGCC. Applicant assumes full responsibility for any related damages inside or outside the LWGCC associated with smoking. VIOLATIONS WILL RESULT IN THE FORFEITURE OF ALL OF THE SECURITY DEPOSIT.
9. **NO PETS OR ANIMALS** are allowed inside the physical structure of the LWGCC, with the exception of seeing-eye dogs or other types of animals used for similar type purposes.
10. THE APPLICANT ASSUMES FULL RESPONSIBILITY FOR ANY CONSUMPTION OF ALCOHOLIC BEVERAGES AT OR WITHIN THE LWGCC.
11. Clubhouse rental is subject to availability. Rental of the Clubhouse by a homeowner requires a refundable deposit of \$300.00, barring any damage to the facility caused by user and/or guest, if the facility is left in a clean and orderly condition, and the rental rules and/or rental agreement are not broken. Any rule broken will cause forfeiture of the entire deposit. No cash accepted.
12. **NO FIREARMS, FIREWORKS, OR EXPLOSIVES ARE ALLOWED ON THE CLUBHOUSE PREMISES**, or on any Lakewood Glen common area. ANY infraction of rules, regarding firearms, fireworks and/or explosives, ALL result in the immediate FORFEITURE of the renter's entire Rental Deposit.
13. Return all keys provided within two (2) working days of termination of the agreement.

14. Renter agrees to pay all rent, deposits and fees promptly. All funds due the association shall be paid at least (10) days prior to the function.
15. This Amenities Rental Agreement shall consist of this document (the "Agreement"), the Amenities Rental Reservation Form (the "Reservation") and Club House Rental Rules (the "Rules") copies of which are attached to this Agreement and incorporated herein by the reference.
16. The parties to this Agreement are Renter (as identified on the Reservation) and the Lakewood Glen Property Owners Association, a Texas nonprofit corporation with the management office, Crest Management, located at 17171 Park Row #310, Houston, Texas 77084.
17. The Association hereby agrees to rent to Renter on a best efforts basis and subject to availability, and Renter agrees to let Premises (as indicated) at the Time and Date (as indicated) and for the Function (as indicated), subject to all the terms and conditions of this Amenities Rental Agreement. In the event the Premises are unavailable at the time and date above recited, the parties will work in good faith to arrange an alternate time and date for such rental. The return of the Security Deposit to Renter, in full and without interest, shall be Renter's sole and exclusive remedy for any breach, actual or claimed, by the Association.
18. Renter shall comply with all Municipal, County, State and Federal ordinances, statutes, laws, rules and regulations, together with all other rules and regulations of the Association (whether attached herewith or not) and those statutes, laws, rules, orders, and regulations of any lawful government authority having jurisdiction over this Agreement or use of the Premises. The Association reserves the right at any time to change or amend any of its rules or regulations in any manner reasonable for the safety, care, cleanliness, and preservation of good order of the Premises hereby let to Renter, provided Renter shall be provided a copy of any such amendments or changes.
19. By executing this Agreement, the Renter accepts the clubhouse in its current condition unless otherwise expressly provided for in the Agreement, the Association shall not be required to make improvements, replacements, or repairs of any kind or character to the leased Premises during the term of the Agreement.
20. The renter agrees that it is their responsibility to pay for any and all repairs that may be necessary for restoring the demised Premises to the same or similar condition that Renter accepted the Premises. Renter shall not commit or allow any waste or damage to be done on any property of the Association, nor introduce any dangerous, hazardous, inflammable, or explosive item(s) or thing(s) thereon, any cost or charge arising hereunder will be invoiced to Renter and the same shall be paid in full by Renter within ten (10) days from the mailing of any such invoice.
21. Renter agrees that he or she will be on the Premises during the time the Premises are let to Renter; if Renter is an organization, Renter shall designate an agent for such purposes. Renter will not charge or collect fees from their guests as a prerequisite or condition of entering or using the Premises. Renter may be present for final inspection after the event. Should you choose not to be present, any and all charges for damages or cleaning will be deemed valid. Renter shall return all keys to the Premises to the Association prior to the repayment of the Security Deposit. After exiting the facility you must lock the doors.
22. Renter shall forfeit the Rental Fee paid herewith unless Renter cancels this Agreement more than ten (10) days from the intended time and date. The Association may cancel this Agreement at any time for misrepresentations made herein, change in status as homeowner or renter, or by tender of the Security Deposit to Renter.

23. Notwithstanding anything to the contrary above written, each party shall hold the other harmless from and against all claims, costs, losses, injuries, dues, or demands whatsoever arising from the injury to persons or property on or about the premises caused by the misconduct or negligence of such party. The term "party" as used in this paragraph shall mean one of the parties to this Agreement together with the officers, employees, agents, invitee, licensees, guests, successors, assigns and executors.
24. Expressly prohibited from assigning this Agreement or any of its rights or privileges hereunder without the express written consent of the Association.
25. Any party hereto who is the prevailing party in any judicial proceeding brought against the other party on account of any default under this Agreement, shall in addition to any other remedy according to the entitled to recovery of reasonable attorney's fees from the non-prevailing party.
26. This agreement and attachments or exhibits hereto constitute the full, entire, and complete understanding of the parties with regard to the subject matter hereof; all other agreements, contracts, or understandings are completely merged herein are otherwise deemed null and void. **The entire contract must be returned with both checks.**
27. The security deposit shall be refunded within (7) days of the scheduled function based on the condition in which the clubhouse was left. A portion or all of the deposit may be withheld by the Association for any repairs, cleaning, or for the breach of contract.
28. The use of the Association property and or amenities shall be available on a non-discriminatory basis (age, sex, race, religion, or national origin). The Board of Directors reserves the right to deny the use of the amenities and/or property to anyone for any purpose.
29. The property must be cleaned and premises vacated before 12:00 a.m. of the day of function.
30. The Association reserves the right to impose additional requirements related to safety, security and clean-up. You will be notified in advance before the function and will bear all costs.
31. The clubhouse and the premises must be returned in the condition in which it was received. You are responsible for checking the facility prior to usage to ensure everything is in working order. Crest Management must be contacted for anything that requires attention including repairs before or after a function. Thermostat must be returned to 82F in the cooling season and 65F in the heating season. You must turn off all appliances and lights before you leave the premises.
32. Lakewood Glen POA is not responsible for any items left on the premises.
33. Renter must clean entirely all the surfaces in the facility including the kitchen, the tables, etc. Sweep and mop the floors. Clean the restrooms and flush the toilets. All items must be removed from the refrigerator. All bagged party trash can be placed outside in the bins behind the building.
34. **Applicant agrees that no nails, staples, "sticky-tack", or tape can be used in order to attach decorations to the walls, ceilings, or floors of the LWGCC. No decorations (glitter, sequins, confetti) of any kind can be attached to the ceiling, or walls, etc. Bird Seed can be thrown outside. All excess must be swept away from all the walkways and parking lot.**

Any damages will be the responsibility of the renter.

IN CONSIDERATION FOR THE RIGHT TO USE THE CLUBHOUSE (PREMISES), THE UNDERSIGNED (JOINTLY AND SEVERALLY, IF EXECUTED BY MORE THAN ONE RESIDENT), HEREBY RELEASE AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS LAKEWOOD GLEN POA, CREST MANAGEMENT AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, CAUSES OF ACTION AND DAMAGES ARISING OUT OF INCIDENTAL TO OR IN ANY WAY RESULTING FROM THE USE OF THE CLUBHOUSE AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS. I THE UNDERSIGNED, UNDERSTAND AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT AND THE ASSOCIATION ASSIGNS MAY RELY ON THIS REPRESENTATION. THE PARTIES STIPULATE AND AGREE THAT VENUE HEREOF SHALL LIE IN THE COURTS OF HARRIS COUNTY.

AGREED TO AND EXECUTED BY THE PARTIES THIS ____ DAY OF _____, 2____
IN HARRIS COUNTY, TEXAS.

Printed Name and Date

Signature

FOR OFFICE USE ONLY:

Security Deposit Ck# _____

Rental Fee Ck# _____

Assessments Paid _____

Date To Board _____ If Renter Utility Bill _____