

Dear Homeowner:

Pursuant to your request, enclosed is the Agreement for Use of Westheimer Lakes Property Owners Association's Recreational Facility. Please note that the Recreational Facility is available for lease only to owners or residents of property under the jurisdiction of Westheimer Lakes Property Owners Association. Reservations are allowed to be made no more than six (6) months in advance. Please read the Agreement carefully, sign where indicated, and return the following to management company :

- 1) Signed Agreement;
- 2) The non-refundable Rental Fee made payable to "Westheimer Lakes Property Owners Association" in the amount listed in the Agreement.
- 3) A \$1,000.00 Security Deposit made payable to "Westheimer Lakes Property Owners Association." The Security Deposit may be deposited into an Association bank account at the discretion of the Board.

The Recreational Facility is available for rent on a first-come-first-served basis. Reservations are not finalized until all of the above items are in the possession of the Association.

The assessment account for the property of the owner/resident entering into this Agreement must have a zero balance in order to rent the Recreational Facility. The property of the owner/resident entering into this Agreement must have no outstanding deed restriction violations as alleged by the Association.

The owner/resident entering into this Agreement must present a valid unexpired State of Texas issued driver's licensed or identification card showing their address in the Westheimer Lakes Property Owners Association in order to rent the Recreational Facility.

Should you have any questions, please feel free to contact Community Manager Maggie/Crest Management by email at maggie@Crest-Management.com or by phone at (832) 222-2970.

Respectfully,

Board of Directors
Westheimer Lakes Property Owners Association

**AGREEMENT FOR USE OF
WESTHEIMER LAKES PROPERTY OWNERS ASSOCIATION RECREATIONAL FACILITY
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The assessment account for the property of the owner/resident entering into this Agreement must have a zero balance in order to rent the Recreational Facility. The property of the owner/resident entering into this Agreement must have no outstanding deed restriction violations as alleged by the Association.

The owner/resident entering into this Agreement must present a valid unexpired State of Texas issued driver's licensed or identification card showing their address in the Westheimer Lakes Property Owners Association in order to rent the Recreational Facility.

The Resident executing this Agreement must be at least 21 years of age.

This Agreement For Use of Westheimer Lakes Property Owners Association Recreational Facility ("Agreement") is between Westheimer Lakes Property Owners Association, a Texas Non-Profit Corporation ("Association"), and _____ ("Resident") and concerns the use of the Westheimer Lakes Property Owners Association's "Recreational Facility" located at 25501 Canyon Crossing Dr., Richmond, Texas 77406 or 6201 Westheimer Lakes N., Katy, Texas 77494. The Association and Resident agree and that the fee paid by the Resident per this Agreement, and the terms and provision of this Agreement, constitute good and valuable consideration sufficient to make this Agreement a contractual agreement between the parties.

TERMS AND PROVISIONS

PARTIES: The Association is the owner of the Recreational Facility located at _____.

The Resident is the owner or resident of the property at _____ who desires to use the Recreational Facility for a private function. Reservation of the Recreational Facility does not include use of the pool, splashpads, or any other Association amenity outside of the Recreational Facility unless agreed to in writing by the Association.

Your Cell phone number (required): _____

Your Alternate phone number: _____

Your Email (required): _____

ASSOCIATION RENTAL CONTACT PERSON: Your Association Rental Contact Person(s)' name and email address are as follows:

Maggie/Crest Management

(832) 222-2970

maggie@Crest-Management.com

COMMUNITY MANAGER: Your Community Manager is Maggie/Crest Management.

TERM: Your rental will begin at _____ a.m./p.m, on _____ (date), ending at _____ a.m./p.m on _____(date) (the "Event"). The time frame for the Event MUST include setup and cleanup time. For the consideration of homeowners, all evening functions, unless otherwise approved in writing by the Association's Board of Directors ("Board"), must be concluded and the Recreational Facility cleaned and vacated by: (a) **8:00 p.m. Sunday thru Thursday**; or (b) **9:00 p.m. Friday and Saturday**. The Event (not including set up time) will begin at _____ a.m./p.m. An On-Site Director will be on duty and in attendance at the Event unless otherwise determined by the Board.

NUMBER OF PERSONS: Resident understands that the maximum guests allowed to use the Recreational Facility under this Agreement is 60 persons (including minors). You may not exceed the maximum number of persons at any time during the Event. Occupancy limits may be reduced depending on the existence of airborne viruses, CDC guidelines, local health guidelines, or other health guidelines as determined in the sole and absolute discretion of the Board.

Please state the expected number of guests for your Event: _____.

RENTAL FEE: In exchange for use of the Recreational Facility, the Resident agrees to pay a non-refundable Rental Fee of \$90.00 per hour. A deposit of 50% of this Rental Fee for the estimated Event time is due at the time the reservation is made and the balance is due 10 days

prior to the Event. If the reservation is made within ten days of the Event date, the entire Rental Fee must be paid in advance. Resident is not entitled to any refund of the Rental Fee except as provided by the Cancellation provision below. In the event that you occupy the Recreational Facility past the end time of your Event, you agree to pay your hourly rate plus 50% per hour for any portion of each additional half hour in which you occupy the Recreational Facility. Any overage fee will be deducted from the Security Deposit and Resident is responsible for any overage not covered by the Security Deposit. CASH IS NOT ACCEPTED FOR THE RENTAL FEE.

Hourly Rental Rate During Normal Business Hours (2 hour minimum) \$60.00 per hour
(Normal business hours are 9:00 a.m. thru 5:00 p.m. – Monday thru Thursday)

Hourly Rental Rate After Normal Business Hours (2 hour minimum) \$90.00 per hour
(Before 9:00 a.m. & after 5:00 p.m. Monday thru Thursday – All day Friday thru Sunday)

Hourly Rental Rate for Holidays (2 hour minimum) \$120.00 per hour
(9:00 a.m. through 10:00 p.m. – The Holiday schedule shall be established by the Association's Board of Directors)

Hourly Attendant Rate After Normal Business Hours (2 hour minimum) \$40.00 per hour
(Before 9:00 a.m. & after 5:00 p.m. Monday thru Thursday – All day Friday thru Sunday)

Hourly Attendant Rate for Holidays (2 hour minimum) \$65.00 per hour
(9:00 a.m. through 10:00 p.m. – The Holiday schedule shall be established by the Association's Board of Directors)

The Rental Fee for your event is \$_____.

Your rental of the Recreational Facility does not include the exclusive use of any Association owned or controlled property located outside of the Recreational Facility.

SECURITY DEPOSIT: Resident shall pay a security deposit of \$1000.00. **The Security Deposit is due at the same time the reservation is booked and must be made payable to “Westheimer Lakes Property Owners Association” by separate check or money order.** The Security Deposit may be deposited into an Association bank account in the sole and absolute discretion of the Board. If not deposited, the Security Deposit will be returned to the Resident in its original form subject to any deduction as discussed in this Agreement. If the Security Deposit is deposited by the Association and Resident is entitled to a refund, the refund will be made within thirty days after the Event date. The Security Deposit must be received by

the Association at least ten business days before your Event unless otherwise agreed to by the Board. CASH IS NOT ACCEPTED FOR THE SECURITY DEPOSIT.

The Board (or its designated representative) has the sole and absolute discretion to determine if damage to the Recreational Facility has occurred or if additional cleaning of the Recreational Facility after your Event is necessary. Any damage repair or cleaning costs incurred by the Association will be deducted from the Security Deposit amount and the remainder of the Security Deposit, if any, will be refunded to Resident. In the event the Association performs repairs to damage or had additional cleaning performed as a result of your Event, the contractor to perform such repairs will be determined in the sole and absolute discretion of the Board. If damage or cleaning expenses exceed the Security Deposit, an invoice for the difference will be sent to Resident by certified mail listing all expenses and demanding payment.

By signing this Agreement, Resident agrees and stipulates to pay the actual cost of any damage repair costs or additional cleaning costs not covered by the Security Deposit within thirty days of the date the Association mails the excess damage invoice and, if such invoice is not paid within thirty days of the date it is mailed, Resident agrees and stipulates that the Association shall put the amount of the invoice, plus an additional 10% or \$100.00 Administrative Fee, whichever is greater, on the assessment account of Resident's property where it will accrue each month until paid in full.

In the event that you incur any other charge or penalty as a result of a violation of any provision of this Agreement (including any term or provision of Exhibit A, which Exhibit A is fully incorporate herein by reference), such charge or penalty will be deducted from your Security Deposit. Any such charge or penalty that cannot be deducted from your Security Deposit that is not paid within thirty days of the date demand for payment of such charge or penalty is mailed, Resident agrees and stipulates that the Association shall put the amount of the charge or penalty on the assessment account of Resident's property where it will remain until paid in full.

SURVEILLANCE CAMERAS: Resident acknowledges that surveillance cameras have been or may be installed inside and/or outside of the Recreational Facility. Resident acknowledges the existence and use of surveillance cameras inside and/or outside the Recreational Facility and agrees to the use of the Recreational Facility without objection to the cameras.

WALK THROUGH: If required by the Association or requested by the Resident, Resident shall be available for a walk-through before and after the Event to document any and all damages or other issues with the Recreational Facility. All pre-Event existing damages or other issues, if any, shall be noted below prior to the Event. Resident will be responsible for the cost of repairing any damages or other issues that are not noted below. **Resident is encouraged to conduct a pre-Event walk-through with an Association representative.**

Resident Initials:_____ **Association Representative Initials:**_____

THIRD PARTY RENTALS: Third party rentals are not permitted. Resident is not allowed to rent for a person(s) who does not own property under the jurisdiction of the Association. Any breach of this provision shall result in forfeiture of the any fees paid to the Association including, but not limited to, the Rental Fee and the Security Deposit, and immediate cancellation of the Event in the sole and absolute discretion of the Association’s Board or its designated representative.

RECREATIONAL FACILITY RULES:

A) Resident agrees and stipulates that no fees, admissions, cover charges, donations, gratuities, or payment of any kind shall be charged or collected from attendees as a prerequisite or condition to attend the Event and/or enter the Recreational Facility.

B) **Resident shall not violate the Number of Persons limitation referenced above.** All minor children (under 18 years of age) must always have one adult for every ten minors in attendance.

C) **NO ALCOHOL IS ALLOWED IN OR AROUND THE RECREATIONAL FACILITY.**

D) Excessive noise and/or rowdy or unruly behavior will not be tolerated. Resident shall comply with all noise and nuisance provisions as set forth by the Association and by any applicable governmental authority. In the event that Resident fails to comply and/or maintain the volume so as to not disrupt the peace or quiet enjoyment of the neighbors, either law enforcement, the Board, any individual member of the Board (or its designated representative), or the property manager, or property company management staff have the full authority to shut the Event down immediately with no refund of the Rental Fee.

E) **NO SMOKING IS ALLOWED IN THE RECREATIONAL FACILITY!**

F) No animals or pets are allowed in the Recreational Facility except those as may be allowed by law.

G) No items of any kind can be used that stick or adhere to any surfaces such as, but not limited to: Silly-string, powders, soap, glitter, confetti, birdseed, shaving cream, play-doh, dyes, paints, stains, tape, pins, staples, or glue, or putty. No outdoor cooking, piñatas, animals, bounce houses or moonwalks.

H) Resident shall not bring or keep anything in the Recreational Facility that is dangerous, flammable, explosive, or might increase the danger of fire or any other hazard. The Recreational Facility staff or any member of the Association's Board has the sole and absolute discretion to determine what constitutes a violation of this provision.

I) Resident must be present at the Event for the duration of the Event.

J) Recreational Facility furniture shall not be re-arranged or otherwise moved without the written permission (including email) from the Community Manager, the On-Site Director, or the Board.

K) Improper discharge of fire extinguisher(s) shall result in a charge of \$250.00 for each instance of same.

L) **A violation of (A) through (K) above, or of any one of them, may result in immediate cancellation of the Event at the sole and absolute discretion of the Board, the Community Manager, the On-Site Director, or the Board's designated representative. In the event of cancellation under this provision, Resident and all guests/invitees must vacate the**

Recreational Facility immediately and Resident will forfeit the Rental Fee and security deposit.

ADDITIONAL RESIDENT RESPONSIBILITIES:

- A) You must coordinate with your Association Rental Contact Person regarding access to the Recreational Facility on the date of your Event.
- B) Rental of the Recreational Facility includes the use of the following equipment that is owned by the Association:

All Association property should be returned to the location in which you found it at the end of your Event. Unless otherwise specified in this Agreement, all Association property must remain inside the Recreational Facility.

C) Resident is responsible for cleanup of the Recreational Facility after the Event. A Cleaning and Departure Checklist is attached as Exhibit A. A cleanup service can be arranged for an additional fee. Decorations must be taken down at the end of the Event and the wall should be left in pre-rental condition. Tape may be used to adhere decorations to the wall, **no punctures of any type in walls or other surfaces are allowed.** Resident will be financially responsible for any furniture damaged during the Event due to negligence or abuse. Report any spills or stains to the community manager or Recreational Facility staff immediately. At any time during Resident's use of the Recreational Facility, any member of the Association's Board of Directors, the Community Manager, the On-Site Director, any representative of the Association's management company, or any other person(s) designated by the Board may enter the Recreational Facility to inspect the Recreational Facility and/or observe the Event.

D) Resident must remove all trash from the Recreational Facility and all Association property resulting from the Event. **Trash shall not be left outside the Recreational Facility or on the curb. If the Association incurs a cost to remove trash left behind either inside or outside**

of the Recreational Facility after your Event, you will be charged \$150.00, which charge will be deducted from your Security Deposit.

E) PERSONAL BELONGINGS: Resident shall remove all personal property at the end of the Event. The Association is not responsible for any personal belongings or items left behind by Resident or a guest. Any property left behind shall become the property of Association and may be disposed of accordingly.

F) A violation of (A) through (F) above, or of any one of them, may result in immediate cancellation of the Event at the sole and absolute discretion of the Board, the Community Manager, the On-Site Director, or the Board's designated representative. In the event of cancellation under this provision, Resident and all guests/invitees must vacate the Recreational Facility immediately and Resident will forfeit the Rental Fee.

CONDITION OF RECREATIONAL FACILITY: Upon reserving the Recreational Facility, Resident accepts the property, furniture and appliances in their current condition. Upon expiration of the Term, the Association expects the condition of the Recreational Facility to be returned to the condition in which it was received.

COMPLIANCE WITH LAWS: Resident and Resident's guests, invitees, and attendees shall obey all applicable laws, restrictions, ordinances, rules and regulations with respect to the Recreational Facility. A violation of this provision may result in immediate cancellation of the Event at the sole and absolute discretion of the Board, the Community Manager, the Rental Contact Person, the On-Site Director, the Board's designated representative, or at the instruction of law enforcement. **Your Rental Fee and Security Deposit will be forfeited if your Event is cancelled under this provision.**

REPAIRS AND MAINTENANCE: Resident shall be responsible for and shall bear all expense of repairing, replacing and maintaining all damage to the Recreational Facility including but not limited to grounds, trees, shrubs, appliances, furniture, doors, walls, windows, screens, porch and ceilings resulting from Resident's use of the Recreational Facility. The Association may, at its discretion, repair any damage to the Recreational Facility caused directly or indirectly by the acts or omissions of the Resident or the guest(s) and invitees of Resident. The repair or replacement of such damage may, at the discretion of the Association be commenced immediately and completed with no delay and no notice to the Resident. Resident shall be responsible for reimbursing the Association for all amounts incurred by the Association in

repairing damage to the Recreational Facility resulting from Resident's rental of the Recreational Facility.

INDEMNIFICATION AND HOLD HARMLESS:

RESIDENT AGREES TO INDEMNIFY AND HOLD THE ASSOCIATION AND THE ASSOCIATION'S BOARD OF DIRECTORS, OFFICERS, COMMITTEE CHAIRPERSONS, COMMITTEE MEMBERS, AGENTS, MANAGEMENT COMPANY(S), PROPERTY MANAGER(S), ATTORNEYS, EMPLOYEES, SERVANTS, SUCCESSORS OR ASSIGNS (COLLECTIVELY REFERRED TO AS THE "RELEASED PARTIES") HARMLESS FROM LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS (WHICH COST INCLUDE, BUT ARE NOT LIMITED TO, ATTORNEY FEES, COURT COSTS, COST OF DEFENSE AND SETTLEMENT COSTS) FOR OR ARISING OUT OF: (1) THIS AGREEMENT; (2) ANY DAMAGE, INJURY, SICKNESS OR DEATH CAUSED TO OTHERS BY OR RELATED TO RESIDENT'S USE OF THE RECREATIONAL FACILITY; OR (3) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO RESIDENT'S USE OF THE RECREATIONAL FACILITY.

RESIDENT UNDERSTANDS, ACKNOWLEDGES AND STIPULATES THAT RESIDENT IS INDEMNIFYING AND HOLDING THE RELEASED PARTIES HARMLESS FOR ANY INJURY OR DAMAGE THAT OCCURS DURING RESIDENT'S USE OF THE RECREATIONAL FACILITY.

RESIDENT UNDERSTANDS, ACKNOWLEDGES AND STIPULATES THAT THIS INDEMNITY AGREEMENT INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.

TERMINATION: This Agreement shall terminate upon expiration of the Term, upon Resident's default under this Agreement, or upon cancellation of the Event by the Association as authorized by this Agreement. Upon termination, Resident and all of Resident's guests and invitees shall vacate the Recreational Facility immediately.

ATTORNEY'S FEES: Resident agrees that he/she will be responsible for any and all legal fees and related costs incurred by Association for any legal proceeding brought under or with relation to this Agreement.

NOTICES: All notices by Association shall be in writing and effective when mailed (including email) to the Resident. All notices by Resident submitted as required by law shall be in writing (including email) and effective when delivered to Association's Rental Contact Person, the Community Manager, or such other representative as may be designated by the Board from time to time.

CANCELLATION: If Resident cancels this Agreement more than one week/seven days prior to the date of the Event, the Rental Fee and Security Deposit will be refunded to Resident. Cancellation must be in writing and may be made by e-mailing the Association Rental Contact Person or Community Manager, or by sending to same by certified mail, return receipt requested. If Resident cancels this Agreement less than seventy-two (72) hours prior to the date of the Event, half of the deposit and half of the Rental Fee shall be refunded to Resident.

FUTURE RENTALS: Resident agrees, understands and stipulates that a violation of any term or provision of this Agreement will result in the suspension of Resident's right to use the Recreational Facility for one (1) year. Any violation thereafter will result in the permanent suspension of Resident's right to use the Recreational Facility.

GOVERNING LAW AND VENUE. The laws of the State of Texas shall govern this Agreement and any questions or disputes arising hereunder. Venue of any litigation of questions or disputes arising under this Agreement shall be in a state court having jurisdiction over Fort Bend, Texas unless otherwise agreed upon by the parties.

ENTIRE AGREEMENT; SEVERABILITY: This Agreement constitutes the entire agreement between the parties. This Agreement can only be changed in a writing signed by both the Resident and Association. If any portion of this Agreement or the application thereof to any persons or circumstances should be found to be invalid by a Court, such invalidity shall not affect the remaining portions of this Agreement or application thereof which can be given effect without the invalid portion or application.

Each party to this Agreement agrees, acknowledges and stipulates that it has had the benefit of professional advice of attorneys of their own choosing and have relied solely and completely upon their own judgment, together with that professional advice.

Resident understands, acknowledges and stipulates that this Agreement is a legally binding contract. If you do not understand the exact effect of any part of the Agreement, you should consult your attorney before signing.

By my signature below, Resident agrees, acknowledges and stipulates that Resident has read, understands and agrees to all terms and provisions of this Agreement:

By: Resident

Date

By: As the designated representative of the Association

Date

EXHIBIT A

WESTHEIMER LAKES PROPERTY OWNERS ASSOCIATION RECREATIONAL FACILITY RENTAL CLEANING AND DEPARTURE CHECKLIST

The following are items that you should complete for before leaving the Recreational Facility from your rental.

Your failure to comply with any term or provision of this Exhibit A may, in the sole and absolute discretion of the Board, result in forfeiture of your deposit and any costs exceeding the deposit being assessed against Resident.

- _____ Immediately report any damage or problems to your Rental Contact Person or Community Manager.
- _____ Unless otherwise instructed by your On-Site Director or Community Manager, turn both thermostats to 80 degrees when the air conditioning is running and 60 degrees when the heat is running.
- _____ Turn off all lights in the Recreational Facility (with the exception of photocell switches).
- _____ Remove all trash from the Recreational Facility and from Association property. **Trash from your event shall not be left outside the Recreational Facility or on the curb. All Recreational Facility trash receptacles must be left clean and empty. Resident must supply all garbage bags/receptacles.**
- _____ Remove all personal items.
- _____ Remove all decorations.
- _____ Sweep and clean all floors and carpets.
- _____ Clean kitchen, wash and dry all Association dishes and kitchenware and return to proper place.
- _____ Clean all bathrooms and surface areas (tabletops, appliances, sinks and counters). Resident must provide all necessary cleaning supplies.
- _____ Place all furniture back in its original position. Plastic or stackable chairs, if used, shall be cleaned and be returned to the storage room.
- _____ If applicable, promptly return the Recreational Facility key to your Rental Contract Person or such other person designated by the Board. After your Event, your Rental Contract Person or such other person designated by the Board will survey the Recreational Facility for damages, for items

not completed on this checklist, and for compliance with all terms and provisions of the Agreement.

Additional Checklist items listed below:

| | |
|--|--|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |