

# Willowbridge/Stonebridge Clubhouse Rental Policy & Agreement

(1) **Introduction**

**WHEREAS**, the Applicant named below is a member of the Willowbridge Homeowners Association, Inc., a Texas non-profit corporation (the "HOA") and an owner residing in a home in the Willowbridge/Stonebridge Subdivision (the "Subdivision") in Houston, Harris County, Texas; and

**WHEREAS**, the Applicant desires to rent the Willowbridge/Stonebridge Clubhouse building located at 9330 Willowbridge Park Blvd., Houston, Harris County, Texas, excluding the gated pavilion area, playground, pool and pool area (the "Clubhouse") from the HOA as herein set forth; and

**WHEREAS**, the HOA 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 HOA'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: \_\_\_\_\_  
No. of Keys Assigned: \_\_\_\_\_  
Beer/Wine or Other Alcoholic Beverage to be consumed?     Yes     No  
Uniformed Security Guard to be Provided?     Yes     No  
Guard Badge # \_\_\_\_\_ Name: \_\_\_\_\_ Phone # \_\_\_\_\_

(3) **Eligible Users**

Applicant must be an adult member (at least 21 years of age) in good standing with the HOA. Applicant must be current on all fees and obligations to the HOA. **Applicant must be present at all Clubhouse activity/preparation** and is responsible for the Clubhouse use. **The key to the clubhouse must remain with the Renter at all times.** The HOA Board reserves the right to revoke, limit or prohibit use of the Clubhouse at any time to anyone.

Notwithstanding anything contained herein to the contrary, the HOA Board reserves the right to grant special accommodations to certain community groups or organizations for their regular use of the Clubhouse at a waived or reduced fee and security deposit (e.g. Moms Group, Willowlake Homeowners Association Board, West Road Alliance/West Road Community Preservation Association, Municipal Utility District No. 11, School Committees, Scout Groups...). Such groups or organizations need not be members of the HOA or owners in the Subdivision.

(4) **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 PCMI-281-870-0585). Reservations shall not become final until such time as the Reservation Coordinator has provided written communication to the Applicant that all fees, deposits, notarized Rental Policy & Agreement and proof of uniformed security arrangement (if applicable) has been received and determined sufficient.

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

Unless otherwise determined by the HOA Board, each user shall be required to pay in advance by separate checks a fee of \$250 for each one-day rental (the "Rental Fee") and a security deposit of \$250 (the "Security Deposit"). Checks should be made payable to: Willowbridge Homeowners Association, Inc. The HOA reserves the right to cash both checks immediately upon receipt.

Applicant is responsible for the Clubhouse and for any damage to the Clubhouse that occurs during Applicant's rental. The HOA shall inspect the Clubhouse after Applicant is through cleaning. If the HOA discovers that the Clubhouse was not properly cleaned following Applicant's rental or that damage has occurred, then the HOA shall notify Applicant of such condition within fifteen (15) days. The HOA's notice shall contain an invoice for the costs to clean the Clubhouse and/or the cost to make the needed repairs. The HOA 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 HOA.

The Renter is responsible for being on time for the Pre-Rental/key walkthrough and the Post Rental Walk through. The HOA representative will wait 15 minutes after the agreed time. Renters that "No-Show" will be charged \$100 and risk the loss of future use of the facilities.

(6) **Cancellations**

**Applicant may cancel this Agreement anytime 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 and rental fee within thirty (30) days of cancellation.**

(7) **Use Period**

A Clubhouse rental generally allows the applicant access of the Clubhouse from 10:00 a.m. – 8:00 a.m. the next morning. Unless approved in advance by the HOA Board, all events must end and the patrons at the Clubhouse vacated by 1:00 a.m. Applicants may apply to use the Clubhouse for up to two consecutive days. The Clubhouse must be completely cleaned and locked up by 8:00 a.m. the next morning to avoid a cleaning cost as set forth herein. Applicant must return the key(s) and conduct post-walk by 9:30 a.m. the next day with the key coordinator. Notwithstanding the foregoing, all doors, gates and windows of the Clubhouse must be locked when not in use.

(8) **Scope of Facility**

The rental applies only to the Clubhouse and does not give applicant exclusive use of the gated pavilion area, playground or pool area. The pool area may not be rented in conjunction with the clubhouse. In the common area that surrounds the clubhouse use of moonwalks, trains etc., is strictly prohibited.

(9) **Restrictions**

The Fire Code restricts use of the Clubhouse to a maximum of 110 persons, so the Clubhouse shall not be used for any group in excess of this number. The HOA Board has elected to not rent the Clubhouse on Holidays for any purpose i.e. Thanksgiving, Christmas Eve/Day, New Years Eve/Day. 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.

(10) **Uniformed Security/Minors**

Uniformed security shall be required for events where alcoholic beverages will be consumed (and in this case only, the uniformed security guard must be arranged through the HOA, who will contact the necessary uniformed security guard(s) on behalf of the Applicant at Applicant's expense). A uniformed security guard is defined as an individual commissioned by the State of Texas as a peace officer and having jurisdiction in Harris County. Payment for uniformed security guard(s) is the responsibility of the Applicant and proof of payment must be provided along with the Application.

For events where more than ten (10) persons between the ages of 13-20 are anticipated to be present, an adult chaperon for every ten (10) persons between the ages of 13-20 is required. In addition, for events where more than seventy-five (75) persons are anticipated to be present, a

uniformed security guard is required. The Applicant and adult chaperons will be liable for any illegal activities which may occur.

Should Applicant rent the Clubhouse for a children or teen party, Applicant will insure 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. In all events, the event time frame must correspond to the time after which minors must not be out in public pursuant to any applicable curfew ordinance or law.

(11) **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 HOA or the Subdivision or any written or verbal restrictions issued by a member of the HOA Board. In particular, the Applicant must adhere to all state laws regarding liquor.

(12) **Indemnification of the HOA**

The HOA and Applicant agree that the HOA 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 HOA, the Board of Directors of the HOA, 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 attorneys' 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 HOA 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 HOA, and even if any such claim, cause of action or suit is based upon or alleged to be based upon strict liability of the HOA. THIS INDEMNITY AND RELEASE PROVISION IS INTENDED TO INDEMNIFY AND RELEASE THE HOA AGAINST THE CONSEQUENCES OF ITS OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN THE HOA 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.

(13) **Key Rules and Condition Before and After Use**

The Applicant is responsible for bringing the pre-inspection walk through form (as shown in Attachment A) with them to the pre-walk through meeting. A key will be given to Applicant only after the pre-inspection walk through form has been completed, signed, and returned to the HOA representative. After the rental, the HOA Representative will bring the form to the post-inspection walk through.

*The pre/post walk through form must be sent to PCMI no later than 7 days after the clubhouse rental.*

If the post walk is satisfactory then the Applicant will return the walk through form and will receive the deposit back. In the event that the clubhouse is not in satisfactory condition the key coordinator will notify PCMI and will put in writing an explanation of why the deposit will not be returned and what the Applicant is being charged for any deductions will be taken from the deposit that the Applicant submitted.

The Applicant is responsible for cleaning the Clubhouse after the event. The Clubhouse should look as good as or better than before the event. Some key rules that apply are: **1) Do not put absolutely anything (tape, ticky tak, or thumb tacks, etc.) on the walls, ceilings or fans inside or outside the clubhouse.** 2) No smoking or tobacco is ever permitted inside the Clubhouse, its restrooms, or the outside foyer. 3) No food must be left on the premises or in the refrigerator. 4) **No trash must be left. Applicant must take it home to put it out for disposal.** 5) Kitchen and bathroom appliances, counters, sinks, floors and toilets must be cleaned. 6) Carpet must be swept or vacuumed thoroughly to remove all debris. 7) **Any stains in the carpet must be 100% removed by renter.** 8) Tables and chairs must be cleaned and neatly placed back in the storage closet. 9) Windows must be closed and shades drawn closed and lights and fans turned off. 10) Doors and iron gate must be locked and pad locked after Applicant leaves.

Failure to leave the Clubhouse in 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 HOA Board member or designated inspector as to whether Applicant caused the violation provided that an inspection was done within 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.

(14) **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 HOA 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 HOA 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 HOA shall be entitled to recover such attorneys' 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 HOA, notices shall be sent to Planned Community Management, Inc., 15995 N. Barker's Landing, Suite 162, Houston, Texas 77079. This Agreement is binding upon the Applicant and Applicant's heirs, executors, administrators, legal representatives, successors, and assigns (when permitted by the HOA). 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 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.

(15) **Important Notes**

The door to the playground should not be opened. After the event is concluded, the Applicant should: (i) set the thermostat in the Clubhouse at 90°F, except in the winter months, when the thermostat should be set at 60°F; and (ii) turn off all lights. The HOA does not guarantee the usability of the kitchen dishwasher, stove or oven appliances.

**WILLOWBRIDGE/STONEBRIDGE CLUBHOUSE**

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

**Any violations of the rules of this agreement may result in forfeiture of deposit and loss of future use of the Clubhouse.**

\_\_\_\_\_  
Applicant (Notarized Signature)

\_\_\_\_\_  
Date Notarized

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Houston, TX 77064

RENTAL DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

**WILLOWBRIDGE CLUBHOUSE**

THE STATE OF TEXAS     §

COUNTY OF HARRIS     §

This instrument was acknowledged before on this \_\_\_\_ day of \_\_\_\_\_, 201 \_\_, by \_\_\_\_\_, Applicant.

\_\_\_\_\_  
Notary Public

Notary Seal

**Clubhouse Users 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) Absolutely nothing is to be attached to the walls, ceilings or fans in any manner.
- (2) No Smoking or tobacco use inside the Clubhouse, its restrooms or outside foyer.
- (3) It is Renter's responsibility to pick up cigarette butts outside the facility.
- (4) No Food must be left on the premises – take it all home with you.
- (5) No Trash must be left – take it home with you in a garbage bag.
- (6) Kitchen & Bathrooms- appliances, counters, sinks, floors & toilets must be cleaned.
- (7) Carpet must be swept or vacuumed thoroughly to remove all debris.
- (8) Carpet stains must be 100% removed.
- (9) Tables and Chairs must be cleaned off and placed neatly back in the storage room.
- (10) Windows must be closed and shades drawn closed, lights and fans off.
- (11) Doors & Iron Gate must be locked & padlocked after you leave.

Failure to comply with any one rule may result in \$100 (minimum) be taken from your Security Deposit.

**Door to Playground:**

Do not open the door to the playground. Children may track sand onto the carpet.

**Kitchen Appliances:**

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

**Air Conditioning:**

When Clubhouse not in use, set the thermostat 90°F, except in winter months, when the thermostat should be set at 60°F.

**Lights:**

Turn off lights & fans when Clubhouse not in use.

Please report any damage or problems to PCMI: 281-870-0585

**ATTACHMENT A**

**WILLOWBRIDGE HOA CLUBHOUSE WALK-THROUGH FORM**

*Property at 9330 Willowbridge Park Blvd.*

*Please present this form to the Clubhouse Agent at the time the key is obtained. They will keep this form until after the function and the key is returned. After the post-rental inspection and the form has been executed, please return to P.C.M.I. for deposit refund.*

	<b>Pre-Rental</b>			<b>Post-Rental</b>		
	<b>CLEAN</b>	<b>DIRTY</b>	<b>DAMAGE</b>	<b>CLEAN</b>	<b>DIRTY</b>	<b>DAMAGE</b>
<b>MAIN AREA</b>						
Floors						
Carpet						
Walls						
Ceiling						
Light Fixtures						
Fans						
Blinds						
Windows						
Sofa & End Tables						
Tables/Chairs						
<b>KITCHEN AREA</b>						
Floors						
Counter tops						
Refrigerator						
Microwave Oven						
Sinks						
<b>REST ROOMS</b>						
Sinks						
Toilets						
Floors						
Mirrors						
<b>OUTSIDE AREA</b>						
Courtyard						
Pool Area						
Pool						
Playground & Equipment						
<b>OTHER:</b>						
<b>OTHER:</b>						

**Applicant:**

**Date of Rental:**

**Pre-rental Walk-through:**

\_\_\_\_\_  
*Applicant Signature*

\_\_\_\_\_  
*Clubhouse Agent Signature*

**Post-rental Walk-through:**

\_\_\_\_\_  
*Applicant Signature*

\_\_\_\_\_  
*Clubhouse Agent Signature*