

**COMMUNITY TENNIS ACADEMY**  
**Tennis Court Usage Agreement**

The Fondren Grove Homeowners Association, Inc. (herein referred to as "Party I") located at 16300 Fondren Grove, agrees to permit the use of one (1) outdoor tennis court by Community Tennis Academy (herein referred to as "Party II") for the purpose of conducting tennis lessons according to the following terms

1. The tennis court will be available for Party II's use during the hours of 8:00 a.m. - 8:00 p.m. Monday through Saturday
2. This agreement shall cover the period from December 1, 1991 through November 30, 1992. This agreement may be cancelled before such date by either party giving to the other party thirty (30) days written notice prior to the effective date of cancellation. To be an effective cancellation, such notice must be sent by Certified Mail, Return Receipt Requested. Contract may be cancelled for any reason.
3. Party II will not allow their students to use the tennis courts, except during the time the lessons are being performed.
4. Party II shall not restrict residents of Fondren Grove from using the tennis courts at any time. There must be at least one court available to residents of Fondren Grove.
5. Party II shall be responsible to reimburse Party I for any damages to the facility caused by Party II or by its students, or their parents or guardians beyond that expected as a result of normal wear and tear.
6. Upon contractual agreement, Party II agrees to provide Party I with Certificates of Insurance evidencing commercial General Liability coverage in the amount of \$1,000,000., general aggregate of \$500,000., personal injury and property damage limit of \$500,000 and each occurrence limit of \$500,000.

Workmen's Compensation coverage of all full time and part time employees in the amount of \$100,000 per employee, per accident

Automobile Liability insurance for owned, hired, and non-owned automobiles in the amount of \$500,000 for combined single limits

Party II agrees Party I will be named on the aforementioned policies of insurance and that such insurance may not be terminated, cancelled, or non-renewed without first giving Party I thirty (30) days advance written notice

7. In consideration of the right to use the tennis courts for the purpose of conducting tennis lessons, Party II agrees to indemnify, defend, and hold harmless Party I against all claims, demands, suits, judgments, attorney's fees, court costs, attachment and any

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other legal action for loss, damage, or injury to any person or property occurring as a result of, or growing out of, or by any reason of any negligent act or intentional act or omission of Party II, its agents, servants, or employees while engaged or in connection with operating, maintaining, or in any way dealing with the tennis courts, tennis court area, and tennis court equipment and lights. Party I agrees this indemnification clause and hold harmless agreement shall not apply if the cause of the claims, demands, suits, judgments, attorney's fees, court costs, attachment, and any other legal action for loss, damage, or injury to any person or property occurring as a result of any negligent act of Party I. Party I, however, reserves the right to choose the attorney of its choice in representing it in any cause of action or claim brought or arising under the terms of this contract. This paragraph shall not in any way be construed to relieve any insurance company from any obligation under either the Party II's or Party I's insurance policy.

8 All correspondence between the parties shall be sent to the names and addresses shown herein below. Any notice required under any provision within this contract shall be deemed to have been sent if it is mailed Certified Mail, Return Receipt Requested, with postage prepaid to the appropriate address.

Party I: **FONDREN GROVE HOMEOWNERS ASSOCIATION, INC.**  
c/o Subdivision Management Services, Inc.  
11777 Katy Freeway, Suite 485N  
Houston, Texas 77078

PARTY II: **Community Tennis Academy**  
7903 Arbor Glen Road  
Houston, Texas 77071  
Tin Capulong - (713) 723-1884

This is a binding legal document. Read it carefully before signing it.

  
Party I - Fondren Grove H.O.A.

12/9/91  
Date

  
Party II - Community Tennis Academy

10/12/91  
Date

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