

SETTLERS VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION POLICIES FOR RENTAL CLUBHOUSE

Purpose

To provide a uniform policy by which the property owners and resident members of Settlers Village may enjoy preferred usage of the facilities for general membership functions and to provide opportunity for private or organizational functions to be scheduled. Additionally, it is the opinion of the Board of Directors that residents using the facility for private functions should share in the operating expenses.

Requirements

Any member (or his tenant) in good standing (maintenance fees paid current and not in violation of deed restrictions) is eligible to rent the facility.

Policy

1. Applicant, aka the Renter, hereby agrees not to use, occupy or permit the use or occupancy of the Clubhouse for any purpose which is, directly or indirectly, forbidden by law, ordinance or governmental or municipal regulations or order, or which may be dangerous to life, limb or property. In particular, applicant must adhere to all state and liquor laws.
2. Any group using the facility must have resident representation.
3. Use of the facility for the generation of taxable profit or any "BUSINESS" activity is strictly prohibited.
4. The Clubhouse may be reserved with a notice of at least ten (10) working days, and reservations are made on a first come first served basis except for Association functions or meetings which shall take priority. The rental booking procedure is defined on the Association web site, www.settlersvillagehoa.com which also gives a summary of the rental rules and the current fee structure. The latter are also included in every edition of the monthly Association newsletter and may be revised by the Board of Directors at any time.
5. The rental fee is due at the time of execution and the Applicant hereby agrees to notify the Settlers Village Board of any change during the requested period of use to any of the submitted information.
6. A responsible resident 21 or older must be designated who assumes responsibility for the facility and must provide indemnification to the Board for all occurrences arising from the group's use of the facility.
7. The maximum number of occupants for any function per fire code is 75 people in the clubhouse.
8. At all teenage functions, parents and/or chaperones must be present at all times. A one (1) per ten (10) ratio is required. Chaperones' names and numbers must be listed on booking sheet for verification.
9. The Key(s) for the Clubhouse must be obtained from the clubhouse Rental Agent and returned by 10:00 AM the next morning.
10. Prior to use of the facility the checklist supplied by the Association must be completed and returned after use of the facility to the Rental Agent.
11. No unauthorized repairs are allowed. The booking agent should be immediately notified of any required repairs, which will be handled by the Association.
12. Decoration Policy
 - Any decorations used during the rental period shall be temporary whereby they will not mar any building surfaces.
 - The use of tape, tacks, nails or staples on the walls, floors or ceiling will result in a portion of the deposit being withheld to cover the cost to repair damage
 - Masking tape temporarily applied to glass windows is acceptable if done reasonably.
 - All decorations and similar materials must be made of fireproof material.
 - ALL BALLOONS SHALL BE KEPT AWAY FROM FANS to prevent the attached ribbons from wrapping around and potentially causing damage.

13. Smoking within the Clubhouse is **NOT ALLOWED**. The renter assumes full responsibility for any damages caused due to cigarettes, cigars or pipes.
14. No pets or animals are allowed in the clubhouse.
15. Noise must be kept down to a level as not to disturb nearby residents. Violations which result in the Sheriff's Department being called will result in forfeiture of the security deposit.
16. An authorized security guard must be present at all functions where attendance is in excess of 50 or more people and continues past 6:00 PM or when the attendance includes 20 or more people between the ages of 13 and 21 unaccompanied by their family members.
Only persons commissioned by the State of Texas as Peace Officers qualify as authorized security guards. Security guards must be in appropriate department uniform and have jurisdiction in Harris County.
17. All events must be concluded by midnight. Facility cleanup can be conducted following the conclusion of the event.
18. The Renter is responsible for removing the trash from the facility and mopping the floor and leaving the facility in a clean and orderly condition. (You must provide your own cleaning equipment).
19. **WHEN RENTING THE CLUBHOUSE, BEFORE LEAVING THE CLUBHOUSE, CONFIRM THAT ALL ITEMS LISTED ON THE REAR OF THE KITCHEN DOOR HAVE BEEN COMPLETED.**
20. The Renter is responsible for securely closing and locking the doors and gates in the Clubhouse when leaving, and for turning off all lights and fans.

Agreement

1. Renter agrees to, and to abide by, all provisions included in the above Policy statement.
2. Renter hereby agrees to be responsible for cleaning up all areas immediately following their use, leaving the property clean and removing all litter and debris, i.e. the Clubhouse must be swept, mopped and the trash removed from the property. A walk-through of the Clubhouse will be done after the event. This walk-through will take place within 24 hours of the event. If damage is noted or if the Clubhouse is not cleaned the cost of such cleaning and repair will be deducted from the security deposit. If the cost of cleanup and repair exceeds the amount of the deposit, the applicant agrees to pay the cost of all repairs and cleaning. If the Clubhouse is properly cleaned after the function, no damage is evident from the final inspection and the key has been returned the security deposit will be written within ten (10) days of the event.
3. By signature below, Renter hereby agrees to use the Clubhouse and all areas appurtenant thereto at its own risk and to indemnify and save the Settlers Village Improvement Association, its directors, officers, contractors, agents and employees and the Clubhouse Booking Agent harmless from all claims for injury to persons (including death) or from damage to property which arises from any act or omission by Renter and its members, visitors, guests or invitees, or any other third party, and which act or omissions occurs in or about the Clubhouse (including costs and expenses of defending against any such claims).
4. The Settlers Village Community Improvement Association has the right to REFUSE to rent the Clubhouse to any resident when it has been determined that the resident has abused the privilege, damaged the Clubhouse, is in violation of deed restrictions or is not current on their maintenance fee.

Signature: _____

Print Name: _____

Date: _____

Address: _____

City/ST/Zip: _____

Settlers Village
P. O. Box 219223
Houston, Texas 77218
(281) 870-0585 (281) 870-9170 Fax

Submitted by: _____ (Printed name)
_____ (Phone number)
_____ (Signature)

The following groups met in the month of _____, 2014:

- Private Parties X _____ (the number held during the month)
- Boy Scouts X _____ (the number held during the month)
- Girl Scouts X _____ (the number held during the month)
- Other X _____ (the number held during the month)

Private Party Rental Names	Date of Rental	Rental Check #	Amount of Check	Management Fee	Amount to Be Deposited