## Braeburn Valley West Clubhouse Rental Agreement

Renter must be a Braeburn Valley West owner/resident that is current with their annual assessment fees as well as deed restriction fines. Clubhouse rental **DOES NOT** include **OR** permit use of the **BVW pool.** Rental hours are between 9AM and 8PM. Rental fee and deposit must be paid by check, cashier's check or money order and be mailed with your agreement or dropped off to 11201 Lake Woodbridge Sugar Land, TX 77498. Should you have any questions, please feel free to call Sterling ASI, at 832-678-4500 or via email at <a href="mailto:kari@sterlingasi.com">kari@sterlingasi.com</a>. Thank you.

This agreement,	made the day _		, between	
Braeburn Valley West Civic Association (BVWCA) and Braeburn Valley West Owner/Reside				
	,hereafter	known as "Resident", for the rental of	of the Braeburn	
Valley West Clubhouse located at 10502 ½ Plainfield, Houston, Texas. Rental is for one day				
only, the	day of	beginning at	AM/PM,	
ending at	AM/PM. Rental is co	ontingent upon the following condition	ons and covenants;	

- 1. Clubhouse rental includes use of the BVW upstairs clubhouse room (excluding closet), and restrooms located downstairs only between the hours of 9AM and 8PM.
- 2. Resident and all guests cannot enter the pool, fenced pool area, pump/storage room or closet of the upstairs room. Maximum occupancy is 75 people.
- 3. Clubhouse rental is on a daily basis. All setup and clean up shall be on the same day as the rental unless otherwise specifically agreed by BVWCA.
- 4. The resident shall pay a nonrefundable usage fee of \$125.00 by money order, check or cashier's check and a deposit of \$150.00 by check or money order.
- 5. Full completed contract, copy of homeowners insurance, copy of driver's license and rental fee and deposit must be received to reserve the clubhouse.
- 6. **No Smoking** is allowed in the clubhouse building. Please do not open windows.
- No Alcoholic beverages area allowed in the clubhouse, park area, or on any BVWCA property.
- 8. The resident and all guests further agree to engage in no unlawful activity on the premises.
- 9. The resident and all guests will take care of the premises, furniture, and fixtures contained therein. At the end of the term of this rental, all furniture and fixtures shall

- be in there original location and condition as they were at the commencement of this rental. There will be a \$15.00 fee if furniture is not returned to original location.
- 10. Funds may be withheld from the deposit for any damage to the premises, furniture, fixtures or floor. Damage to the floor includes marks left from dragging furniture. Damaging to the premises includes the brick, walls inside the clubhouse, and the restrooms. Funds may be withheld for any breakage or removal of BVWCA property.
- 11. The resident must remove all trash generated from their rental and remove it from the property to be disposed of at the residents house.
- 12. The air conditioning, heat and/or lights must be turned off when the resident leaves. The resident may turn on the air conditioner up to 4 hours prior to their event to cool the clubhouse. There will be a \$15.00 daily fee if the air conditioner, heater or water is left on, maximum of \$100.00.
- 13. The resident is responsible for the conduct of all guests.
- 14. If the key is lost the Owner will be charged for the cost to re-key the entire clubhouse.
- 15. This agreement cannot be changed, modified, or discharged orally. The covenants and agreements contained herein are binding on the resident and their legal representative(s).
- 16. This agreement is made upon the express condition that Braeburn Valley West Civic Association shall be free from all liabilities and damage claims, and suit for or by reason of any injury or injuries to any person or persons, or property of any kind whatsoever, whether the person or property of the resident, resident's family, guest or any third person, due to any cause of causes whatsoever while in or upon said premises or any part thereof during the terms of this agreement or occasioned by any occupancy or use of said premises, or by any activity carried on by the resident in connection therewith. The resident agrees to indemnify and protect Braeburn Valley West Civic Association from all liabilities, charges, expenses (including attorney fees), and costs by reason of any such injuries, liabilities, claims suit, losses growing out of same.

The parties undersigned have executed this agr	reement the day of
20	
Signature for Braeburn Valley West Civic Ass	
Signature of Owner/Resident	
Owner/Resident Printed Name:	
Home Address:	
Email Address:	
Home Phone:	Work Phone:

Clubhouse rental DOES NOT include or permit the use of the BVW pool.