

TOWNWEST HOMEOWNERS ASSOCIATION, INC.
TOWNE HALL RENTAL POLICIES AND USAGE AGREEMENT
10322 Old Towne Lane Sugar Land, TX 77498

PLEASE READ, IN FULL, BEFORE SIGNING, AT THE COST OF YOUR DEPOSIT

The undersigned Townwest homeowner (hereinafter "Homeowner" or "Owner") has requested the use of the Townwest Towne Hall (hereinafter "Clubhouse") on the _____ day of _____, _____, for the hours of _____ AM/PM to _____ AM/PM.

Type of event: _____ Number of guests: _____ (Not to exceed 50)

Will you be using an inflatable device? ___ Yes ___ No

Will alcohol be served at the party? ___ Yes ___ No

Name of Police Officer Contracted by MASC Austin Properties, Inc.

Phone: (____) _____ Association Affiliation: _____

IN CONNECTION THEREWITH, HOMEOWNER HEREBY AGREES AS FOLLOWS:

1. Rental of the Towne Hall is limited to Townwest Homeowners at least 21 years of age only. Homeowner must be in good standing with the Association and must be present during the rental at all times, including the time it takes to set up for the event and the time it takes to clean the clubhouse after the event. Failure to do so will result in forfeiture of future rentals. _____ (Initials)
2. If alcohol will be served at any function at the Clubhouse, Homeowner must inform MASC Austin Properties, Inc. at the time of application. At the time a peace officer will be contracted through MASC Austin Properties, Inc. for the entire time of the event, including the time it takes to clean the Clubhouse after the event. The cost of having a peace officer at the function will be the responsibility of the Homeowner. Payment for the officer must be paid in advance in the form of cash, money order or cashier's check payable to the officer contracted. _____ (Initials)
3. Any peace officer contacted through MASC Austin Properties, Inc., reserves the right to remove anyone from the Clubhouse that he/she feels may be endangering other guests, is not acting in a responsible manner and/or does not comply with all liquor laws. _____ (Initials)
4. The rental fee of \$225.00 and Deposit of \$350.00 must accompany all applications and reservations. Reservations are made through the office of MASC Austin Properties, Inc. between the hours of 9:00 AM and 5:00 PM Monday through Friday. The phone number for MASC Austin Properties, Inc. is (713)776-1771. All reservations are made on a first come, first serve basis. Reservations are non-transferrable. _____ (Initials)
5. If rental is scheduled for Friday, Saturday, or Sunday, keys to the Clubhouse are to be picked up on Thursday before 5:00 PM the week of the rental and must be returned the following Monday before 5:00 PM. If rental date is scheduled for any other day of the week, the key may be picked up the morning of the rental and must be returned the following business day by 5:00 PM. Failure to return the issued key at the stated time will result in an additional day charge of \$225.00 and/or the cost of \$100.00 to replace the key. _____ (Initials)

6. The rental fee of \$225.00 will be forfeited if the Homeowner cancels without providing the Association seventy-two (72) hours written notice or makes changes to the Usage Agreement, without exception. ____ (Initials)
7. Youth functions are defined as those functions for guests under the age of 18. Said function must have at least one (1) adult chaperon for each ten (10) guests. Chaperons along with the Townwest Homeowner that signed the Usage Agreement must be present during the duration of the event, set up, and clean up time included. ____ (Initials)
8. Use of the Facility for functions and programs conducted by the association will be given priority at all times. The Association reserves the right to cancel any reservation, with good cause, (IE: Acts of God, utility outages, a/c system failure) without liability for costs or inconveniences to any person or entity; however every consideration will be made to accommodate the Homeowner. ____ (Initials)
9. The Clubhouse shall not be used by a person, Firm, Corporation, or Association of persons for profit, and no price or fee for admission may be charged, except by charitable societies and organizations, which have previously registered and received written prior approval for use by the Association. ____ (Initials)
10. Homeowner will abide by the rules of the Closing Procedure Checklist attached. ____ (Initials)
11. The Clubhouse will be inspected by a Board Member after each event. If there is evidence of loss and/or damage, the deposit of \$350 will be withheld until such time the Board of Directors may assess the damage and determine the replacement costs for the missing and/or damaged items. Any amount over and above the \$350.00 deposit will be charged to the Homeowner. These amounts are due and payable immediately. If payment of these additional fees is not received within three (3) business days, the Association reserves the right to bill these charges to the Homeowner's Maintenance Assessment Account, unless prior arrangements are made with the Board of Directors. ____ (Initials)
12. If there is additional cleaning required, the Board reserves the right to charge a flat rate cleaning fee of \$50.00 plus \$35.00 per hour for cleaning of the Clubhouse. ____ (Initials)
13. If there appears to be no damage, no items missing and if there is no additional cleaning required, and all trash and garbage have been removed from the premises, the full amount of the Homeowner's deposit will be refunded within five (5) business days from the date of the rental. ____ (Initials)
14. The clubhouse is a non-smoking facility. Smoking indoors is strictly prohibited. Any evidence of anyone smoking in the Clubhouse, automatically forfeits the entire \$350.00 deposit. ____ (Initials)
15. Resident shall use the Clubhouse at his/her own risk and hereby releases and agrees to hold harmless the Association, Board of Directors, and its agents from and/all claims, damages, and/or causes of action arising out of or as a result of Homeowners use/occupancy of the Clubhouse. Homeowner fully understands that he/she is responsible for any and all damages to the Clubhouse and/or premises both inside and outside during the period of rental of the Clubhouse. ____ (Initials)
16. **Unless otherwise specified herein, Resident shall have the exclusive use of the Facility during the stated time. Below is the schedule to be adhered to:**
 - **Rentals Sunday through Thursday 11:00 AM to 10:00 PM includes set up/clean time**

- **Rentals Friday and Saturday* 11:00 AM to 2:00 AM includes set up/clean time**

***Friday and Saturday rentals must have music turned off by midnight(12:00 AM)**

17. Rental times include the time it will take to set up, hold the event, and clean the Clubhouse. The Clubhouse must be cleaned and completely vacated no later than the above designated times, unless prior written consent is given by the Board of Directors. Homeowner fully understands he/she is not permitted inside or on the premises prior to the above designated times. Failure to comply will result in a charge of \$150.00 or daily rental fee. ____ (Initials)
18. Homeowner understands that the Clubhouse must be secured at all times. Exits are to be kept clear and free of debris at all times. Doors are to be kept closed with the exception of the time guests are coming and going during the event. Windows are to be kept closed and locked at all times. Should the Clubhouse be left unsecured during any portion of the rental time, or if found unlocked at inspection, or if any property is missing as a result of the Clubhouse not being secured, the Homeowner will be held responsible and the deposit or a portion thereof will be withheld at the Board of Director's discretion. ____ (Initials)
19. The Association provides only the equipment that is listed on the Clubhouse Inventory. Any other equipment or supplies must be furnished by the Resident. Resident is not allowed to store equipment or supplies in the Clubhouse other than during the hours that are specified on the Usage Agreement. All items used by Homeowner must be washed and returned to their original position. The Association is not responsible for the loss or damage to any of the Resident's property. Lost and found articles are kept for one (1) week only. ____ (Initials)
20. Homeowner must keep all clubhouse furnishings inside the clubhouse at all times. No furniture or decorations (plants, trees, pictures, tables, chairs, etc.) may be taken outside at any time or stored in storage closet. Should any damage occur as a result of the furniture or furnishing being moved outside or into the storage closet, the amount to restore or repair damaged items will be withheld from the Homeowners deposit. ____ (Initials)
21. Inflatables and/or fog machines are not permitted inside the clubhouse. ____ (Initials)
22. Inflatables are permitted outside, but require a \$25.00 non-refundable fee for the usage of the Association's electricity. **It must be noted at the time of rental that an inflatable will be used during the rental period. If an inflatable is used and not disclosed at the time of the rental, the full \$350.00 deposit will be forfeited.** ____ (Initials)
23. Homeowner takes full responsibility for the actions and conduct of him/herself, his/her family, and/or guests. Disorderly, boisterous, drunken, and/or unlawful action will not be tolerated. The Board of Directors reserves the right to ask any person or persons not acting responsibly to leave the Premises immediately. All events are to be conducted in such a manner that does not disturb neighbors and/or homeowners directly surrounding the area. ____ (Initials)
24. The Association reserves the right, when it deems necessary, to require Residents or organizations to provide public liability and/or property damage insurance policies, and any other coverage to protect the property of the Association. ____ (Initials)
25. **NO TAPE, PUSH PINS, TACKS, OR ANY OTHER ITEM THAT WOULD DEFACE THE PROPERTY, ARE ALLOWED ON ANY SURFACE INCLUDING ON THE INTERIOR WALLS, BASEBOARDS, MOLDING, OR CEILING.** The

use of rice, confetti, glitter, or any flammable material is prohibited in the Clubhouse or on the Premises. Noncompliance with this policy will result in the loss of a portion of the deposit to be determined by the Board member responsible for inspecting the Clubhouse. _____ (Initials)

26. The homeowner will be issued a key for the date of his/her rental and shall be responsible for the replacement should it be lost or stolen. The cost to replace the key is \$100.00. Homeowner must keep the key with him/her at all times and not allow anyone else access. _____ (Initials)
27. **Any problems during term of this Agreement should be reported immediately to the management company, MASC Austin Properties, Inc. at 713-776-1771.**

PREMISES DAMAGE

The undersigned Resident accepts all liability and responsibility for damages inflicted upon the Facility and Premises during any function for which the undersigned Resident has requested use of the Facility. Liability and responsibility for damages shall extend only to such cleaning, repairs, or replacements, which will restore the Facility, furniture, and/or equipment to a condition equal or better than the condition immediately preceding damage. The Association may, at the sole discretion of the Board of Directors, accept a monetary settlement for damages.

At the discretion of the association's Board of Directors, future rental privileges may be withheld from any Resident whose function:

- A. Results in damage to the Facility of Premises;
- B. Creates a disturbance in the neighborhood;
- C. Violates any law or ordinance; or
- D. Violates any terms or conditions of this Agreement.

WAIVER

The undersigned Resident agrees to indemnify and hold Townewest Homeowners Association, Inc., as well as I's officers, directors, agents, representatives and their respective family members, harmless from any liability arising from the personal injury, death, property loss or damage resulting from, or incidental to, use of the facility. If anyone sues the Association for any reason alleged to be related to the rental of this Facility, including attendance at the event or function, the Association has the right to select counsel of its choice for its defense, and a Resident must pay for all attorney's fees, costs, and expenses. The Association is duly authorized to utilize and legal recourse or any measure it deems necessary to collect delinquent or damage fees or any other charges/costs incurred which result from negligence in the use of the Clubhouse, pool area, or surrounding property.

I, the undersigned do hereby understand and agree to all the terms listed in the Towne Hall Rental Policies and Usage Agreement and attachments hereto. It is also understood that my signature below signifies that I have read and understand the entire TOWNE HALL RENTAL POLICIES AND USAGE AGREEMENT and comprehend all penalties that can be brought against me by the Townewest Homeowner's Association, Inc.

Signed and Agreed to this _____ day of _____, _____
Resident (please print) _____
Address _____

Phone(s) _____

Resident's Signature _____