
O.O. (Old Orchard) Community Association, Inc.

13222 Peach Orchard ♦ Richmond, TX 77407 ♦ Phone: 1-866-473-2573 ♦ Email: OLDORCH@ciramail.com

Dear Homeowner:

Pursuant to your request, enclosed is the Use Agreement for the O.O. (Old Orchard) Community Association (the "Association") Clubhouse Agreement. Please note that the clubhouse is available for lease only to owners of property in the Old Orchard subdivision, and **such owners must be current in their assessments**. At the present time, the clubhouse will only be available for lease on **Sunday-Thursday during the hours of 11am-11pm and Fridays and Saturdays during the hours of 11am – 12am. IF THE EVENT GOES PAST THE ALLOWED RENTAL TIME A \$100.00 WILL BE DEDUCTED FROM THE SECURITY DEPOSIT NO EXCEPTIONS.**

Please contact clubhouse coordinator for reservations during the week. Please read the Contract carefully, sign it and return the following:

- 1) Signed Use Agreement.
- 2) Reserving the recreation center includes set up and clean-up of party.
- 3) **\$300.00 Rental Fee (includes a \$50.00 non-refundable reservation fee)** by *Personal Check, Cashier's Check or Money Order, made payable to O.O. Community Association, Inc, or cash.*
- 4) **\$300.00 Deposit** by *Personal Check, Cashier's Check or Money Order, made payable to O.O. Community Association, Inc.(Please note two (2) separate checks or money orders are required for rental fee and deposit.) or cash.*

The Clubhouse is available for rent on a first-come-first-served basis. Reservations are not finalized until all of the above items are in the possession of Management Company.

The Clubhouse has 13 (6') rectangular tables and 80 folding chairs. You may view the Clubhouse, by appointment only, prior to rental reservation. Please contact Management Company to schedule.

Please note that you are responsible for thoroughly cleaning up the Clubhouse after your rental. A Cleaning and Departure Checklist is attached for your use. All cleanups must be done the same day as the use, immediately after the end of the usage. A check/inspection of the facility will be conducted shortly after your activity. **If any deficiencies are found, the renter will be given the opportunity to correct, - up to 24 hours after rental – provided there is no other rental scheduled; otherwise a cleaning service will be contacted and a deduction will be taken from the rental deposit.**

You may cancel this agreement no less than 48 hours prior to the rental date to receive the full rental fee, **less the \$50.00 non-refundable reservation fee** in the form of a check within 2 weeks after cancelation request has been submitted.

Should you have any questions, please feel free to call RealManage at 1-866-4RealService (1-866-473-2573).

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Clubhouse Rules and Rental Agreement

1. Private parties may be held in the O.O. (Old Orchard) clubhouse (the “**Clubhouse**”) subject to a “*first-come, first-served*” basis.
2. Reservations for all activities must be made through the office of RealManage. (the “**Management Company**”) between the hours of 8:30 AM and 5:30 PM, Monday through Friday at 16000 Barkers Point Ln, Suite 250 Houston, TX 77079 **by appointment only**. Please call 1-866-473-2573. Reservations are not firm until a refundable \$300.00 security deposit (the “**Deposit**”) and a \$300.00 usage fee (the “**Rental fee**”). Please note the set up and clean up must be included within the time frame requested. The person making the reservation will be required to sign this agreement.
3. The resident reserving the Clubhouse (the “**Resident**”) must be 21 years of age or older, *and must be in good financial standing with the O.O. (Old Orchard) Community Association, Inc.* (the “**Association**”). **The Resident must be in continuous attendance during the use of the Clubhouse.**
4. **The Resident hereby agrees to take full financial liability for any cleaning, loss and damage to the Clubhouse, its fixtures and/or furnishings arising from Resident’s rental of the Clubhouse.** The Management Company will arrange for an “after use” inspection. Any cleaning, replacement (including expenses for re-keying the Clubhouse due to lost keys) and/or repair expenses will be deducted from the Deposit. Liability is not limited to the amount of the Deposit and any additional cleaning, replacement or repair expenses incurred by the Association will be billed to the Resident and due immediately. **The Deposit will not be returned until the Clubhouse is inspected for cleanliness, missing items and damage, and the keys are turned in.** If the Clubhouse is properly cleaned, no items are missing, and no damage is done, the Deposit will be refunded to Resident within five (5) business days from the return of the Clubhouse keys. If any loss or damages occur and/or cleaning is required, the entire Deposit will be withheld until such time a decision can be reached by the Board of Directors of O.O. (Old Orchard) Community Association, Inc. as to the cost required to restore the Clubhouse to its original condition, at which time any remaining portion of the Deposit will be returned to Resident. **The judgment of the Board is final and not subject to appeal.**
5. Resident will be responsible for **THOROUGHLY CLEANING THE CLUBHOUSE**, including the removal of any items brought to the Clubhouse by the Resident and vacuuming the carpet. The bathroom area and kitchen area, including the microwave and refrigerator, must be cleaned after each use. Floors should be swept & mopped. Chairs & tables must be folded, stacked and returned to the storage closet. Windows should be free of tape, glue, or any other decoration holder. They should also be free of any fingerprints and/or stains, so cleaning of the windows are required as well. The cleaning will also include the outside premises surrounding the Clubhouse (parking lot, front porch, front and side lawns, etc.). Resident further agrees to remove all garbage from the Clubhouse premises (no dumpster or trash cans are provided onsite). If the inspection reveals that the facility is not thoroughly cleaned, the management company will contract with a cleaning service. **The cleaning charge will be billed at a flat rate of \$50.00 for a minimum of a two hour cleanup, plus \$25.00 per hour after that.** Any costs for cleaning and/or damages will be deducted from the Resident’s clubhouse deposit.
6. No Clubhouse event will begin before 11:00 AM nor continue later than 12:00 AM, Sunday through Saturday. **IF THE EVENT GOES PAST THE ALLOWED RENTAL TIME A \$100.00 WILL BE DEDUCTED FROM THE SECURITY DEPOSIT NO EXCEPTIONS.**

7. **The sound level of music must be kept down to prevent disturbing other O.O. (Old Orchard) residents.** Your guests will be asked to vacate the Clubhouse and parking lot within 30 minutes if your party is too noisy.
8. Clubhouse events are restricted to the interior of the Clubhouse, **and are not allowed in the pool, or parking lot.** Usage of pool during clubhouse rental will cause forfeit of entire \$300.00 deposit. Pool rentals are available; please contact clubhouse coordinator for more details.
9. Parking is restricted to the area in front of the Clubhouse. It is the responsibility of the Resident reserving the Clubhouse to inform guests of this policy.
10. No alcohol is to be served or consumed in the Clubhouse or on its premises.
11. The Clubhouse is a non-smoking area and smoking indoors is strictly prohibited.
12. Admission to the function is to be limited to invited guests only, and no more than 80 guests (per International Building Code) are to be in attendance. All exits and doorways must remain clear and unlocked during the function for emergency purposes. The Resident is responsible for locking all doors after the event and securing the building.
13. 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 been approved for use by the Association.
14. Any equipment or other items used during the function will not be allowed to damage the floor, walls, or ceiling, or any other part of the Clubhouse area. **No tape, push pins, tacks, or any other item, including glitter, that would deface the property are allowed on any surface.** Any decorations used during the function will be temporarily supported in a way that will not mark building surfaces. Any damages resulting from decorations fall under Paragraph 4 above. In addition to Paragraph 4 above, a flat fee of \$50.00 will be assessed for any decorations or evidence of decorations left after Clubhouse rental, regardless of actual damage.
15. It is understood that the Resident reserving the Clubhouse may be banned, at the discretion of the Board of Directors, from further use of the Clubhouse when the rules and conditions contained in this document are not followed, and/or items are found to be missing from the Clubhouse after an event.
16. The undersigned Resident agrees to hold the Association, the Board, the Management Company, the officers of the Association, their agents, representatives and respective family members (together, "**O.O. (Old Orchard) Group**"), harmless from any liability resulting from the personal injury, death, property loss or damage arising from, or incidental to, use of the Clubhouse, and to indemnify O. O. Community Association Inc. from any and all such claims by third parties. If anyone sues **O.O. (Old Orchard) Group**, individually or collectively, for any reason alleged to be related to Resident's rental of the Clubhouse, including attendance at the event or function, the Association has the right to select counsel of its choice for their defense, and Resident agrees to pay for all attorney's fees, costs, and expenses. Resident hereby agrees and authorizes the Association to utilize any legal recourse or any measure it deems necessary to collect cleaning, replacement or damage expenses or any other charges/costs incurred which result from Resident's rental of the Clubhouse.

CLUBHOUSE RENTAL CLEANING AND DEPARTURE CHECKLIST

The following are items you should check before leaving the Clubhouse following your rental. Please note that the Association keeps general cleaning supplies in the cabinets above the kitchen sink.

RECREATION CENTER RENTAL CLEANING CHECKLIST

- Empty All Trash Cans – Take trash with you and replace bags
- Clean Sink / Counter Tops
- Clean Table Tops / Chairs
- Clean Bathrooms (all fixtures, floors, and mirrors), and remove trash
- Clean Clubhouse floors (sweep and mop)
- Vacuum Carpet (Vacuum cleaner provided by Association) – Empty out Vacuum Cleaner after use.
- Remove stains from carpet in case of a spill
- Reset AC/Heating Thermostat to 62°F (heating) - 84°F (cooling)

UPON LEAVING THE RECREATION CENTER:

- Reset AC/Heating Thermostat to 62°F (heating) - 84°F (cooling)
- Lights Turned Off
- Make Sure All Doors are Securely Locked (both deadbolts and other locks)
- Take garbage home for disposal

FOR OFFICE USE ONLY

Clubhouse was inspected by _____ (name) on _____ (date) after
_____ (rental date)

Clubhouse deposit to be returned to renter? _____ Yes _____ No

Notes: _____

I have read the Clubhouse Rules and Rental Agreement, and understand them. I have inspected the Clubhouse and found it to be free of damage, marks, or equipment shortages, except for the deficiencies noted below:

I agree to the terms for Clubhouse rental.

Signature of Resident

Printed Name

Address of Resident

Date & Time Reserved
(Must include set up & clean up time)

Contact number of Resident

Date Signed

Approved by RealManage representative:

Signature

Date Contract Received

Check, cashier's check or Money Order _____ \$300.00 rental fee, less the \$50.00 non-refundable.

Check, cashier's check or Money Order _____ \$300.00 refundable security deposit