

PAVILION AND PAVILION POOL RENTAL RESERVATION FORM

Reservations for the Pavilion and Pavilion Pool can be made by sending in this form along with a signed copy of the attached Agreement, a \$100 Deposit check, and a copy of your photo ID showing your current WWL address. *PLEASE NOTE THERE IS A PERMANENT MAXIMUM OF 50 PEOPLE PERMITTED PER RESERVATION.

Please mail to:

Graham Management

Attn: Leigh Allen

2825 Wilcrest Suite 600

Houston, TX 77042

*If you would like to email the form and contract, please send to Lallen@grahammanagementhouston.com

All the information you will need regarding your rental should be available to you in the attached Agreement. To find out more about our Pool season and regularly scheduled hours of operation, please visit our website at <u>www.woodwindlakeshoa.com</u> to check the calendar and view what's happening in our community.

If you have any other questions or concerns, please contact Graham Management at 713-334-8000.

Current Date: _____

Venue Requested:

- o Pavilion
- o Pavilion Pool

Date and Time Requested:

Date:	
Time Beginning:	

Time Ending: _____

Number of Guests:_____

Resident Name: ______

Address:_____

Phone Number: ______ Email: ______

Pavilion and Pavilion Pool-Rental Agreement

This Agreement is made by and between the Woodwind Lakes Homeowner's Association and/or it's Duly Authorized Agent (hereinafter referred to as WWL), and the individual requesting rental of the facility (hereinafter referred to as the RENTER).

1. RENTER:

RENTER must be 21 years or older and an WWL homeowner or tenant in good standing. A member who loses, rescinds or transfers his/her membership privileges for any reason (for example sale of unit, termination of tenant lease etc.) does not have the privilege to rent any WWL community vernter facility. This is true regardless of whether a predated executed WWL Rental Agreement exists. RENTER must be present throughout the period of rental including set up and clean up periods and until the last guest has vacated the premises. Any exception to this requirement must be approved in writing by an authorized WWL representative.

2. RESERVATIONS AND RENTAL DEPOSIT:

Reservations for the Pavilion and Pavilion Pool can be made by sending in the Reservation form along with a signed copy of this agreement, a \$100 Deposit check, and a copy of a photo ID showing your current WWL address.

Please mail to:

Graham Management

2825 Wilcrest Drive, Suite 600

Houston, TX 77042

The deposit is fully refundable to the RENTER if all requirements of this Agreement are fulfilled and any needed keys and/or tags are returned. If a check is deposited and returned from the bank, RENTER will be responsible for all return fees and administration costs.

3. PAVILION USE:

The Pavilion is available to rent between 9:00 am and 9:00 pm each day. Guests are asked to park in the parking lots that are available on either side of the Pavilion. If additional parking is needed, please park on the side of the street where the Pavilion is located as opposed to parking in front of resident's homes. There are portable tables available for use as well as ceiling fans that can be turned on at the facility. If you would like to access these items, please inquire when you make your reservation.

Noise must be regulated and kept at a level that does not disturb the surrounding residents.

Alcohol is permitted but it is expected that common sense and moderation are used, and that behavior is controlled. No glass containers are allowed.

All areas of the Pavilion must be cleaned up immediately after your event. Trash must be removed from the premises and is not the left in the facility receptacles or on the curb. If trash is left behind, your deposit will not be returned.

4. PAVILION POOL USE:

The Pavilion Pool is available to rent for any four (4) hour period between 9:00 am and 9:00 pm on any day that it is officially open. Please note that it cannot be EXCLUSIVELY used during that time of rental.

State Law now requires that you must have TWO (2) lifeguards present if anyone at your pool event is under the age of 21. To obtain lifeguards, please contact Trident Aquatics at 832-771-0520 at least two weeks prior to your event. RENTER is responsible for all costs associated with the use of Lifeguards.

POOL RULES:

- NO ONE IS ALLOWED IN THE POOL AREA UNDER THE AGE OF ELEVEN (11) UNLESS ACCOMPANIED BY A PARENT FO A RESPONSIBLE ADULT.
- PUBLIC DECENCY REQUIRED. INDECENT BEHAVIOR WILL NOT BE TOLERATED. PUBLIC DISPLPAYS OF AFFECTION (PDA) WILL NOT BE PERMITTED.
- ABSOLUTELY NO CUTT OFFS. SWIMSUITS MUST BE WORN.
- NO RUNNING OR HOSEPLAY IN THE POOL AREA.
- ALCOHOL IS PERMITTED BUT NO GLASS CONTAINERS ARE ALLOWED. FOOD IS PROHIBITED WITHIN FOUR (4) FEET OF THE POOL.
- PLEASE PICK UP YOUR TRASH AND DEPOSIT IN GARBAGE CANS.
- NO SKATEBOARDS, ROLLER BLADES, SKATES, OR BIKES IN THE POOL AREA
- OTHER RULES ARE POSTED IN THE AREA, FOR YOUR SAFETY AND MUST BE FOLLOWED.

5. PROOF OF HOMEOWNER'S OR TENANT'S INSURANCE:

If requested by WWL, prior to rental, the RENTER agrees to provide a copy of their Homeowner's or Tenant's Insurance declaration page showing a proper WWL address.

6. DAMAGES/LOSSES:

The RENTER will be responsible for the cost of repair or replacement in the event of damage to facilities furnishings, fixtures or equipment, including without limitation, attorney costs or other costs incurred by WWL to collect such costs. WWL assumes no responsibility or liability for property brought on the premises by the RENTER.

7. INSURANCE INDEMIFICATION:

RENTER shall defend and indemnify WWL and its directors, officers, homeowners and employees and hold and save them harmless from and against any and all liabilities, damages, costs or expenses, including attorney's fees, arising from any act, omission, or negligence by RENTER, or RENTER'S officers, contractors, licensees, agents, employees, guests, invitees, patrons or visitors in or about the rental facilities, or arising from any accident, injury, or damage, howsoever and by whomsoever caused to any person or property, occurring in or about in connection with usage of the rental facility pursuant to this Agreement. In case WWL, its directors, officers, agents or employees shall, without fault on their part, be made a party to litigation arising out of Renter's occupancy or use of the rental facility, Renter shall pay to WWL all expenses incurred by it in connection therewith, including reasonable attorney's fees.

8. RENTER'S AGREEMENT:

With their signature below, the RENTER agrees to all terms and conditions mentioned in this Contract. The RENTER also acknowledges that they could forfeit their deposit if they are not in full compliance with all items that are set forth in this document.

RENTER'S Signature: ______

Date: _____