
Summerfield Estates Homeowner's Association, Inc.

3219 Pheasant Trail ♦ Sugar Land, Texas 77498 ♦ Phone: 713-776-1771 ♦ Fax: 713-776-1777

Clubhouse Rules and Rental Agreement

1. Private parties may be held in the Summerfield Estates clubhouse (the "**Clubhouse**") subject to a "first-come first-served" basis.
2. Reservations for all activities must be made through the office of MASC Austin Properties, Inc. (the "**Management Company**") between the hours of 9:00 AM and 5:00 PM, Monday through Friday at 945 Eldridge Road, Sugar Land, TX 77478 (phone 713-776-1771). Reservations are not firm until a refundable \$200 cash security deposit (the "**Deposit**") is made. Rentals up to 4-hours will be charged a \$50.00 non-refundable usage fee. Any rental over the 4-hour limit will be charged a \$100 non-refundable usage 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 Summerfield Estates Homeowner's 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 Summerfield Estates Homeowner's Association, Inc. (the "**Board**") 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. The kitchen area, including the refrigerator, microwave and stove, must be cleaned after use. Floors should be swept & mopped. Chairs & tables must be folded, stacked and returned to the storage closet. 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). **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 10:00 AM nor continue later than 11:00 PM, Sunday through Thursday, and no later than 12:30 AM on Friday and Saturday.

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7. **The sound level of music must be kept down to prevent disturbing other Summerfield Estates 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, parking lot, or playground areas.
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 70 guests 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 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. Eye bolts are provided along the walls to allow the hanging of streamers, signs, lights, etc. Any damages resulting from decorations fall under Paragraph 4 above. In addition to Paragraph 4 above, a **flat fee of \$25.00** 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, if 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, "**Summerfield 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 Summerfield Group from any and all such claims by third parties. If anyone sues Summerfield 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.

{Signature Page Follows}

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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 MASC Austin Properties, Inc. representative:

Date Contract Received

Cash/Money Order _____ \$_____ non-refundable usage fee

Cash/Money Order _____ \$200 refundable security deposit