

FORMAL ACKNOWLEDGEMENT
OF
LEAMONT CLUBHOUSE POLICY

I, _____ hereby acknowledge the rules of the Leamont Clubhouse. In the event I elect to violate any of the rules, I understand that a portion or all of my deposit may be withheld, as a penalty.

By initialing the line in front of each of the following rules, I agree not to violate any of the following.

___ Absolutely nothing may be attached to the walls, light fixtures, or windows.

___ Absolutely NO ALCOHOL!

___ Absolutely NO SMOKING!

___ Clean up and take your trash with you!

___ The thermostat may not be altered!

___ The Pool facility is **not** included in any clubhouse rental!

___ Max Occupancy 40guest!

___ You may pick up a key to the clubhouse no sooner than 48 hours of rental time and you must return the clubhouse key no later than 48 hours after rental time. Should the clubhouse key not be returned, your deposit of \$100.00 will be held to re-key all clubhouse locks.

___ You agree to reimburse the Association promptly in the amount of loss, property damages, or cost of repairs caused by the negligence, improper use, or cleaning of the clubhouse by the Resident, his/her family or guests. **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. The Association reserves the right to use any means to restore the property to its proper condition. These charges are due and payable immediately.

Print Name: _____

Signature: _____

Property Address: _____

Home Phone Number: _____

Cell Phone Number: _____

Email address: _____

LEAMONT HOMEOWNERS ASSOCIATION INC. CLUBHOUSE RENTAL AGREEMENT

This RENTAL AGREEMENT made and entered into by and between LEAMONT HOMEOWNERS' ASSOCIATION, INC., a Texas corporation (hereinafter called "Association") and _____ (hereinafter called "Owner", whether one or more)

The Association does hereby agree to rent unto Owner the Clubhouse of LEAMONT Homeowners' Association, Inc. located at **11333 Beechnut St.** Owner shall be allowed access to and use of the clubhouse, furnishings, and facilities therein, on the following date(s) and time(s):

(Include set-up & clean-up hours) _____

The use of the clubhouse by Owner shall include the clubhouse, its furnishings and facilities thereof owned by the Association. Use of the clubhouse shall be subject to the Rules and Regulations promulgated from time to time by the Board of Directors of the Association, a copy of which is attached hereto and made a part hereof.

Owner agrees to pay the Association a non-refundable fee of \$ 100.00 for the use of the clubhouse, furnishing and facilities therein, payable in advance on or before ten (10) days prior to the date of the use of the pool, furnishings and facilities. In addition to the fee for the usage of the clubhouse, Owner agrees to pay the Association a CASH refundable security deposit of **\$150.00**. The clubhouse is rented for a **MAX of 6 hours** including 1 hour of set up time and 1 hour of clean up. **Please note the latest an event can end is 11pm.**

The clubhouse shall be inspected prior to any rental, by the Association, its agent or designated representative. An "Inventory & Inspection" form is attached hereto and made a part hereof. Owner agrees that the clubhouse, its furnishings and facilities are in the condition noted on the form. Any changes in the condition of the clubhouse, its furnishings and facilities should be noted on the form and initialed by Owner and the Association, its agent or designated representative. Owner shall be solely responsible for the cleaning of the clubhouse to the same degree of cleanliness as when the Owner took possession, including, but not limited to: trash removal.

Owner covenants and agrees with Association not to commit or allow any waste or damage to be committed on any portion of the clubhouse, its furnishing and facilities, and at the termination of this Rental Agreement by lapse of time or otherwise, to deliver up said premises to the Association in as good condition as at the date of possession of Owner.

In the event of damage to the clubhouse, its furnishings or its facilities, or in the event Owner fails to properly clean the clubhouse, amounts may be deducted from the security deposit to cover the costs of repair, replacement or cleaning of the facilities or its furnishings. An itemized list of deductions will be provided to Owner within ten (10) days after any cleaning, repairs or replacement of the furnishings and/or facilities (if any of same are required) are completed.

In the event that the security deposit is not adequate to cover the cleaning and/or damages caused by Owner or his guests or invitee's, the Association, shall make written demand on Owner for any balance due after deductions have been made from security deposit. If all sums due by Owner are not paid within ten (10) days after demand, the Association may proceed with legal remedies.

In the event it becomes necessary for either the Association or Owner to employ an attorney to enforce or defend any of said party's rights or remedies with respect to this Rental, any reasonable amounts incurred by said party or attorney's fees shall be paid by the party finally adjudged to have been in violation of this Rental Agreement; provided, that if both parties are adjudged to have been in violation, each party shall pay its own attorney's fees.

Owner shall not use or permit the use of the clubhouse and facilities to be used for any unlawful purposes, or do, or permit and unlawful act in or upon such premises.

Owner shall be responsible for maintaining the secure status of the clubhouse, furnishings and facilities therein.

The Owner and his guests, invitee's, and/or licensees use the clubhouse, furnishings and facilities at their own and sole responsibility and risk. The Association shall not be responsible for any accident or injury or other claim in connection with Owner's use of the clubhouse, furnishings and facilities.

The Owner covenants and agrees, for and in consideration of the use of the clubhouse, furnishings and facilities, to make no claim against the Association, nor its Board of Directors, servants, agents, and/or employees, for or on account of any damages sustained as a result of or in connection with any such use of the clubhouse or its facilities, and to defend and hold the Association, its Board of Directors, servants, agents, and/or employees, HARMLESS from any claim made or cause of action whether for personal injury, property loss or any other type of claim arising out of or related to Owner's use of the clubhouse.

It is stipulated and agreed that this Agreement is by and between the Association and the Owner only and no other persons shall have any rights or claim hereunder. This Agreement is for the rental only of the clubhouse and no guest, invitee, agent or employee of Owner shall be deemed to be a guest, invitee, agent or employee of the Association.

This agreement embodies the entire contract between Association and Owner relative to the subject matter hereof. No oral agreements have been made. No variations, modifications or changes herein shall be binding upon any party hereto unless executed by said party or a duly authorized agent of said party.

EXECUTED ON: _____ (DATE)

LEAMONT HOMEOWNERS'OWNERS ASSOCIATION, INC.

Approved By: _____ Printed Name: _____
Clubhouse Coordinator

LEAMONT Homeowner is current on monthly HOA Dues Y_____ N_____

Please remit to:
LEAMONT Homeowners Association, Inc.
c/o MASC Austin Properties
945 Eldridge Rd. Sugar Land, TX 77498
713-776-1771 phone 713-776-1777 fax