

COUNTRY VILLAGE / NORTH BRIAR CAI

2825 Wilcrest Dr., Suite 600, Houston, Texas 77042

Phone: 713-334-8000 Fax: 713-334-5055

RECREATIONAL CENTER USE AGREEMENT & RELEASE

This agreement is between North Briar Community Association, Inc., also known as Country Village Homeowner's Association, Inc. (CVHA), and the *Resident* identified herein. In consideration for a reservation for the right to use the CVHA recreation center, including the pool area therein and parking lot areas adjacent thereto, located at 12042 Riverview Dr., Houston, Texas (all such areas hereinafter referred to as the "Center") by the undersigned resident (s) of the CVHA (hereinafter referred to as "Resident", whether one or more) for a private party to be held by *Resident* at the *Center*, *Resident* hereby agrees with CVHA as follows:

Rental Fee: \$ 150.00 Check made out to Country Village Homeowners Association Inc.

Deposit: \$ 150.00 Check made out to Country Village Homeowners Association Inc.

Please mail or drop off this signed agreement accompanied by all checks to the Graham Management office located at 2825 Wilcrest Dr, Suite 600, Houston, Texas 77042

1. Reservation:

Date of Usage: _____ Time: _____

Name of Party Reserving *Center*: _____

Address of Party Reserving *Center*: _____

Home Phone: _____ Work Phone: _____

Total number of guests will not exceed: 50 people (CVHA reserves the right to limit the total number of guests prior to or during the private function).

Type of function being held: _____

Signature

Date

YOUR SIGNATURE ACKNOWLEDGES YOU HAVE READ, UNDERSTAND AND AGREE TO ALL TERMS HEREOF.

1. **Usage:** *Resident* and *Resident's* guests and invitees shall use the *Center* only in strict compliance with all rules established by CVHA for use of the *Center*, including all rules posted at the *Center*, and each of the following (the "Rules and Regulations"):

- a. The *Center* may be reserved: (i) only by a full-time resident of the CVHA, and (ii) only if all assessments applicable to the lot upon which *Resident* resides are paid in full.
- b. CVHA does not employ lifeguards or other personnel to supervise the *Center*.
- c. The *Center* may be reserved during regular hours and on weekends. No rentals allowed on holidays.
- d. All parties shall end by 11:00 p.m. and all clean-up, as set forth in paragraph 3 (a), shall be completed sixty (60) minutes following the end of the party.
- e. All persons attending the party shall leave the *Center* (including the adjacent parking area lot areas) within thirty (30) minutes following the end of the party. This rule shall apply to any full-time resident of the CVHA if the party ends during regular pool hours.
- f. Barbecuing, grilling or any other cooking, and use of any glass or other breakable containers or utensils (including bottles, glasses or plates) are, each and all, prohibited outside the confines of the clubhouse room.
- g. Noise levels, including music, shall be maintained at a level which is not audible inside any house in the CVHA subdivision or a nuisance or annoyance to area residents.

h. Do not use nails or tacks to attach anything to walls or ceilings. Any damage caused by such use will be charged to the Resident.

- a. Use of the *Center* for the party is limited to the date and only during the time set forth above. CVHA, its officers, agent, or employees, shall be authorized to immediately terminate such use and to require *Resident* and *Resident's* guest to immediately vacate the *Center* when, in the sole opinion of CVHA, its officers, agents or employees, the conduct of any person becomes offensive, noisy, dangerous, or illegal, or is otherwise in violation of any rules and regulations or which infringes upon the rights of adjoining the property owners or residents.

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- b. Use of clubhouse does not include use of tennis courts.
 - c. Use of the Center is restricted to social/recreational use only.
 - d. Use of *Center* includes use of the couch, two (2) side chairs, table with six (6) chairs, and a small table with four (4) chairs. **If you require additional tables and chairs, please let us know in advance.**
2. **Pool Rental:** Please specify if you would like to use the pool as well? Yes _____ No _____
- a. Parties with more than 20 people require lifeguards to be hired by the resident. Lifeguards can be hired through Aquatic Advisors or privately. Please initial that you will hire an adequate number of lifeguards by contacting Aquatic Advisors or having privately hired Red Cross Certified Lifeguards at your event. _____
3. **Cleanup: Reimbursement and indemnity**
- a. *Resident* shall insure that the *Center* shall be left in a clean, sanitary, and presentable condition acceptable to CVHA whose sole opinions and decision regarding acceptability shall be binding on *Resident*. *Resident* specifically agrees to return all chairs and other equipment to storage, to leave restrooms in a clean and sanitary condition, and to put all trash and debris in trash bags and place them in the large, wheeled containers located on the west side of the clubhouse. If cleanup is deemed necessary by CVHA, its officers, agents or employees, *Resident* shall forfeit the deposit of \$150, to cover cost of cleanup.
 - b. Trash Disposal shall be as follows: Place all trash in the large, wheeled trash containers located outside on the west side of the clubhouse. A CVHA custodian or representative will be responsible for moving these out on trash pick-up day. Empty all liquids from cans/bottles, etc., before placing them in trash bags. CVHA strongly suggests that renters take recyclables with them for Wednesday home pick-up. Collapse all boxes, including pizza boxes, and place them adjacent to trash containers.

NOTE: To help facilitate CVHA with its property housekeeping efforts, the Renter always has the option of taking the trash with them to dispose of it at the owner's residence.
 - c. *Resident* shall be fully responsible for, and shall reimburse CVHA for, any and all damages incurred to the *Center*, and any equipment or facilities located thereon, resulting directly or indirectly from *Resident's* use of the *Center*.
 - d. *Resident* will at all times indemnify and keep indemnified CVHA, its directors, officers, and agents and employees, and hold and save all parties harmless from and against any and all claims, liabilities, damages, losses, costs, charges and expense of whatsoever kind or nature, to persons or to property, including attorney fees, which it shall or may at any time sustain or incur and attribute, directly or indirectly to any legal proceedings or suit instituted to enforce the obligations of *Resident* under this agreement.
4. **Statement: Return of Deposit:** *Resident* shall pay to CVHA all sums due by *Resident* to CVHA under any of the provisions of this agreement immediately upon receipt by *Resident* of a statement setting for the sums due. Such statement shall set forth a responsible itemization of all costs, charges, and expenses due. *Resident* hereby expressly agrees to accept the statement of CVHA of any loss, cost, charge, expense, or liability incurred or paid by CVHA by reason of the provision of this agreement as conclusive evidence against *Resident* of the fact and extent of *Resident's* liability to CVHA.
5. **Miscellaneous:** This agreement configures the sole and entire agreement between the parties, shall be binding upon their respective success and assigns, and may not be amended except by in writing signed by each party hereto.
6. **Indemnity Agreement:** *Resident* agrees to indemnify, hold harmless and defend the CVHA, its officers, Directors, employees, agents, management company, contractors, and sub-contractors (collectively the "Association Parties") from and against all damages, liabilities, claims, causes of action penalties, fines, costs and expenses (including without limitation all attorney's fees and court costs) incurred or suffered by the Association Parties whatsoever arising out of or relation in any way to the *Resident's* use of the amenities Association Parties.

Signature

Date