

Village Place Community

RECREATIONAL CENTER USE AGREEMENT & RELEASE

In consideration for reservation of the right to use the Village Place Community Association (VPA) recreation center and parking lot areas adjacent thereto, located at 11315 Lakeside Place Drive, Houston, Texas (all such areas herein referred to as the "Center") by the undersigned Homeowner(s) of the VPA community (hereinafter referred to as "Homeowner", whether one or more) for a private party to be held by Homeowner at the Village Place (VPA) Center, Homeowner hereby agrees with as Follows:

CLUBHOUSE USAGE FEES

Clubhouse Rental Fee: \$150

Pool Rental Fee: \$200 for 2 hours; \$50 per additional hour (non-exclusive use)

Deposit: \$300

Payments can be made through Paypal to villageplacecommunity@gmail.com. Please use the "Send money to friends or family" option to avoid transaction fees. Any transaction fees incurred by VPA will be charged to the homeowner. Alternatively, payment can be made by two separate checks payable to Village Place Community. Checks should be dropped off at a Village Place Board meeting.

Reservation is for:

(CHECK ONE)

- Clubhouse
 Pool
 Both Clubhouse and Pool

Date of Usage _____ Time _____

Name of Homeowner Reserving Center _____

Address of Homeowner Reserving Center _____

Cell Phone _____

Email

Total number of guests expected _____. VPA reserves the right to limit the total number of guests prior to or during the private function). Note: A maximum number of 100 total guests are allowed.

Type of function being held: _____

1. **Terms of Usage:** Homeowner and Homeowner's guests and invitees shall use the Center only in strict compliance with all rules established by VPA for use of the Center, including all rules posted at the Center, and each of the following ("Rules and Regulations"):
 - a. The Center may be reserved: (i) only by a full time Homeowner (or Tenant of 21 yrs of age) of the VPA subdivision: and (ii) only if all assessments applicable to the lot, upon which Homeowner resides, are paid in full.
 - b. While VPA does employ lifeguards and other personnel to supervise the pool during certain hours of operation, any Homeowner renting the pool must contact the Pool Management Company to make arrangements for additional lifeguards for pool use. This stipulation is regardless of whether or not use is during normal operational hours. Parties greater than 15 people that are swimming must make arrangement for additional lifeguards.
 - c. All parties shall end (I) on weekdays by 10:00 p.m. and (II) on weekends by midnight and all clean up, as set forth in paragraph 3(a), shall be completed within thirty (30) minutes following the end of the party. The pool must be vacated by 10:00 pm.
 - d. All persons attending the party shall leave the Center (including the adjacent parking lot areas) within thirty minutes following the end of the party. This rule shall apply to any full time Homeowner of the VPA subdivision if the party ends during regular pool hours.
 - e. 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.
 - f. Barbecuing, grilling and meat smoking are confined to the Association Park grounds and may not be performed inside the clubhouse.
 - g. Noise levels, including music, shall be maintained at a level, which is not audible inside any house in the VPA subdivision or a nuisance or annoyance to area Homeowners.
 - h. Nails, bolts, sticky adhesives or any item that may cause damage to the Center are strictly prohibited. Any damage, including but not limited to, holes, chips, nicks, scratches or tears, caused by such use will be charged to the Homeowner renting the Center.
 - i. Use of the Center for the party is limited to only the date(s) and time(s) set forth above. VPA, its officers, agent or employees, shall be authorized to immediately terminate such use and to require Homeowner and Homeowner's guest(s) to immediately vacate the Center when, in the sole opinion of VPA, 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 property owners or Homeowners.
 - j. Use of clubhouse and/or pool does not include use of tennis courts.
 - k. Use of Center is restricted to social/recreational use only. No business, whether for profit or not, is allowed.
 - l. All parties with guests under 21 yrs of age must be chaperoned by an adult over 21.

2. **Clean - up: Reimbursement**

- a. Homeowner shall insure that the Center be left in a clean, sanitary and presentable condition, acceptable to VPA whose sole opinions and decision regarding acceptability shall be binding on Homeowner. Homeowner specifically agrees to return all chairs and other equipment to storage, to leave restrooms in a clean and sanitary condition, and to place all trash and debris in trash bags and to leave such bags in the appropriate exterior trash disposal area. If clean up is deemed necessary by VPA, its officers, agents or employees, Homeowner shall forfeit the deposit.
- b. Homeowner shall be fully responsible for, and shall reimburse VPA for any and all damages incurred to the Center, and any equipment or facilities located thereon, resulting directly or indirectly from Homeowner's use of the Center.

3. **Grounds security:** Homeowner shall insure that gate to exterior fence protecting the VPA recreation center is never propped or kept open by any item or object at any time. Failure to comply with this item shall result in forfeiture of the deposit.

4. **Statement: Return of Deposit:** Homeowners shall pay over to VPA all sums due by Homeowner to VPA under any of the provisions of this agreement immediately upon receipt by Homeowner of a statement for the sums due. Such statement shall set forth a responsible itemization of all costs, charges and expenses due. Homeowner hereby expressly agrees to accept the statement of VPA for any loss, cost, charge, expense or liability incurred or paid by VPA by reason of the provision of this agreement as conclusive evidence against Homeowner of the fact and extent of Homeowner's liability to VPA.

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:** Homeowner agrees to indemnify, hold harmless and defend the Association, its officers, Directors, employees, agents, Management Company, contractors, and sub-contractors (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 Homeowner's use of the amenities granted to the Homeowner by this instrument, whether or not such claims are based upon the negligence of the Association Parties.

Signature

Date

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