

**AGREEMENT FOR USE OF
PINE MILL RANCH CLUBHOUSE
EXPRESS DISCLAIMER OF LIABILITY,
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
2021**

**This Agreement does not include use of the pool area of Pine Mill Ranch
All pool parties MUST be booked individually with
A Beautiful Pools at 281-376-6510**

THIS agreement for the use of the Pine Mill Ranch Clubhouse, Express Disclaimer of Liability, Indemnification and Hold Harmless Agreement (the Use Agreement) is made this day of: _____, 2021, between Pine Mill Ranch Community Association, Inc., a Texas Non Profit Corporation (hereinafter referred to as "The Association), and; _____ (hereinafter referred to as the "Owner").

This Use Agreement is for the rental of a private function of the Clubhouse owned by the Association located at 26810 Pine Mill Ranch Drive, Katy, Texas 77494.

WITNESSETH

1. **PARTIES:** The Association is the owner of that certain clubhouse located at 26810 Pine Mill Ranch Drive, Katy, Texas 77494. (the Clubhouse); _____ is a homeowner in the Pine Mill Ranch Subdivision and desires to use the Clubhouse for a private function. The homeowner owns the property located at : _____

The owners daytime phone number is: _____
Evening phone: _____ Cell Phone: _____
E-Mail: _____

2. **TERM:** Beginning at _____ AM/PM (CIRCLE ONE) on _____ Date and ending at _____ AM/PM (CIRCLE ONE). Owner represents that Approximately ____ of his or her guests will be using the Clubhouse.

GUESTS CAN NOT EXCEED 50 AT ANY ONE TIME

3. **RENTAL:** The owner agrees to pay the Association \$75.00 for the rental of the Clubhouse for four (4) hours or less. If Owner's private use of the Clubhouse is to exceed four (4) hours as stated in paragraph 2, an additional \$25.00 rental fee is required (cashier's check or money order for the rental fee, which must accompany this Use Agreement). However, not to exceed six (6) hours. Any possession of the Clubhouse by Owner or his or her guests after the term stated in paragraph 2 shall automatically forfeit their deposit of \$200.00.

4. **SECURITY DEPOSIT:** Owner agrees to pay to the Association a refundable deposit of \$200.00 (check, cashiers check or money order) to secure performance of the Owner's obligations in this Use Agreement. The security deposit is due at the same time the rental fee is paid. The Association may use as much of the deposit as necessary to pay for damages resulting from the use by the Owner or his or her guests and as necessary to satisfy Owner's obligations under this Use Agreement. The unused portion of the deposit will be refunded to the Owner, together with an itemize list of all deductions from the deposit, within thirty (30) days after the end of the term stated in paragraph 2 above.
5. **UTILITIES:** Association agrees to pay all utility charges.
6. **USE OF Clubhouse:** The Clubhouse shall be used by the Owner and his or her guests for the following purposes only.
 - A) The owner must limit the size of any gathering to not more than 50 people. All minor children (under 18) must have one adult for every ten (10) minors in attendance at all times. If alcoholic beverages are served or consumed by Anyone in the Clubhouse you must have two law officers present. The fee for The Officers is the renter;s responsibility. Proof of Law Officers must be sent to the Association at least five (5) days before the scheduled event.
 - B) The Clubhouse is available from 8.00 am and evening functions must be concluded by 9.00pm
 - C) Excessive noise and or rowdy or unruly behavior will not be tolerated.
 - D) Visitors may park their cars in the parking area adjacent to he clubhouse in designated or clearly marked parking spaces.
 - E) Owner acknowledges that the Association is not providing any security officers to patrol the Clubhouse during the term sated in paragraph 2 and that neither the Association or its agents or employees have any responsibility for the security or safety of the Owner or his or her guests.
- 7) **NO ASSIGNMENT** This Use Agreement is not assignable by the Owner.
- 8) **OWNER IS RESPONSIBLE FOR THE FOLLOWING:**
 - A) Following all Clubhouse rules as posted inside the Clubhouse and as set forth herein.
 - B) Leaving all Association Property untouched and unmoved, other than the tables and chairs used for serving and seating.
 - C) Any damage to property, A/C thermostat, fixtures, floors, windows, doors, furniture or related equipment.
 - D) Cleaning of the Clubhouse (including floors, bathrooms and kitchen) to return them to the condition they were in on initial inspection.
 - E) Emptying trash cans and removing all trash from the premises.
 - F) Cleaning and returning chairs and tables to storage area.
 - G) Removing any decorations, (confetti or glitter may be used at anytime inside the facility as long as the area I cleaned of all confetti or glitter), trash, additions or enhancements not on the premises at initial inspection.

- H) Removing any food, including any in the refrigerator, cabinets and or cupboards.
- I) Turning off all lights, water faucets, coffee makers or any other appliances.
- J) Locking all doors. The Owner is responsible for subsequent damage and/or theft as a result of failure to secure the Clubhouse.

9. NO SMOKING IS ALLOWED IN THE CLUBHOUSE

10. PETS; No pets allowed (unless certified service animals)

11. PERSONAL BELONGINGS: The Owner and his or her guests shall remove all of their personal property at the end of the term stated in paragraph 2. The Association is NOT responsible for any personal belongings or items left behind by the Owner or his or her guests. Any personal property left behind shall become property of the Association and may be disposed of.

12. CONDITION OF THE PROPERTY: The Owner has examined the Clubhouse and accepts the Clubhouse furniture and appliances in its current condition and state of repair. Upon expiration of the term stated in paragraph 2, the Owner shall surrender the Clubhouse to the Association in its required condition under the terms of this Use Agreement.

13: ALTERATIONS: No holes may be made or nails driven into the woodwork, floors, walls, or ceiling of the improvement. By way of example but not limited the foregoing, pushpins, nails , screws and tape are not allowed.

14: INSPECTIONS: During the term sated in paragraph 2, the Clubhouse Representative or Associations agent may enter the Clubhouse at any time to inspect.

15: COMPLIANCE WITH LAWS: The Owner and his or her guests shall obey all the applicable laws, restrictions, ordinances, rules and regulations with respect to the Clubhouse. The Owner's rental and use of the Clubhouse is contingent on complying with all applicable laws.

16. REPAIRS AND REPLACEMENT: The Owner shall bear all expense of repairing or replacing any items withing the Clubhouse or on the grounds which are damaged due in whole or in part to the actions or omissions of the Owner or his or her guests, including but not limited to grounds, trees, shrubs, appliances, furniture, fixtures, equipment, doors, lights, walls, windows, screens, deck and ceilings. The repair or replacement of such shall be commenced immediately a and completed with no unreasonable delay.

17. **INDEMNITY:** The Owner agrees to release and forever discharge the Association and its officers, directors, employees and agents from all claims, demand, actions, causes of action or suites in law or in equity of any kind or nature, before or after the date this Use Agreement, whether known or unknown on this date, for or because of the Owners rental and use of the clubhouse and association property.

The Owner agrees to indemnify and hold the Association, its officers, directors, employees and agents harmless from and against any and all injuries, losses, damages, claims, or liability of any character type, or description, including all expenses of litigation, court costs and attorneys fees, sustained by any person or persons or property, arising out of, or related to the Owner and his or her guests, use of the Clubhouse, including claims and damages arising in whole or in part from the negligence of the Association, its officers, directors, employees and agents.

18. **DEFAULT:** If the owner or his or her guests fail to perform or observed any provision of this Use Agreement, then the sole opinion of the Association, this Use Agreement may be terminated and the Owners function be canceled and all of Owners guests may be asked to leave the Clubhouse and the Association's property, with no liability as to any damages claimed by Owner or his-or her guests.

19. **HAZARDOUS USE:** The Owner will not keep anything in the Clubhouse which is dangerous, flammable, explosive or might increase the danger of fire or any other hazard.

20. **ATTORNEY'S FEES:** The Owner agrees that he/she will be responsible for any and all legal fees incurred by the Association for any proceeding or action brought under or with relation to this Use Agreement.

21. **NOTICES:** All notices by the Association shall be in writing and effective when delivered to the Owner at the address stated in paragraph 1 herein. All notices by the Owner shall be in writing and effective when delivered to the the Association agent, **RealManage 16000 Barkers Point, #250, Houston, Texas 77079.**

22. **VALIDITY OF USE AGREEMENT:** If any clause or provision of this Use Agreement is invalid, then the remaining portions of the Use Agreement remain in effect.

23. **CONSULT YOUR ATTORNEY:** This is intended to be a legally binding contract, therefore, Owner should read it carefully. If Owner does not understand the exact effect of any part of this Use Agreement the Owner should consult an attorney before signing.

24: LATE CANCELLATION: If Owner cancels this Use Agreement less than 48 hours prior to the beginning time in paragraph 2, then the \$200.00 deposit shall be refunded, but the \$75.00 rental fee and or \$25.00 usage fee shall be forfeited.

25: ENTIRE AGREEMENT: All promises made are cont be changed in writing and signed by both the Owner and Association.

DATED THIS MONTH _____ DAY OF _____, 2021

Pine Mill Ranch Community Association, Inc, (Association)

(Owner)

Owner TDL # _____

Will Alcohol be provided? YES NO

Police Officer information if applicable.

Name: _____ Precinct: _____

**Houston PD
Fort Bend PD
Katy PD**

***** This Clubhouse Rental Agreement does not include the use of any of the other HOA Amenities, the pool, tennis courts, volleyball court or splash pad *****

**Pool Parties have to to be booked directly through A Beautiful Pools
281-376-6510**