

Rental Agreement

This agreement is entered on this ____ day of _____, 20 _____, by and between Greentree Village Community Association (hereinafter referred to as the "Association") and _____, a resident of () Greentree Village, () Riverchase Village, () member of Kingwood Service Association (hereinafter referred to as the "Resident") or other () nonprofit, charitable or deserving entity which has received prior approval of the Board of the Association (hereinafter referred to as "Renter"). For and in consideration of the mutual covenants set forth in this agreement, the parties hereby agree as follows:

1. Resident/Renter desires to conduct a private function ("the Function") at the Association's facilities on _____, 20 _____, as follows (check appropriate box(es)):

- | | |
|---|---|
| <input type="checkbox"/> Greentree Pool | 3826 Brook Shadow, Kingwood, TX 77345 |
| <input type="checkbox"/> Greentree Clubhouse | 3826 Brook Shadow, Kingwood, TX 77345 |
| <input type="checkbox"/> Greentree Park | 3826 Brook Shadow, Kingwood, TX 77345 |
| <input type="checkbox"/> Riverchase Pool | 5825 Riverchase Trail, Kingwood, TX 77345 |
| <input type="checkbox"/> Riverchase Clubhouse | 5825 Riverchase Trail, Kingwood, TX 77345 |
| <input type="checkbox"/> Riverchase Park | 5825 Riverchase Trail, Kingwood, TX 77345 |

The designated facilities are hereinafter referred to on this agreement as "the Association's Property".

2. The function shall begin at _____ am/pm _____, and end at _____ am/pm.
3. Resident/Renter agrees to the following terms and conditions of this contract:
 - a. Represents that he/she is at least twenty-one (21) years of age.
 - b. Agrees that he/she shall be present at all times during which the Association's Property is in use.
 - c. Agrees that no person shall be permitted to have or consume any type of alcoholic beverage on the Association's Property.
 - d. Agrees to obtain all city and/or state permits required and/or related to the Function and present to the Association at least fourteen (14) days prior to the Function including but not limited to food, parking, and/or traffic.
 - e. Agrees that no person shall be permitted to smoke on the Property as all Association Property is designated as nonsmoking.
 - f. Agrees that if using the clubhouse facilities, no more than thirty (30) persons shall be permitted on the Association's Property at Riverchase and no more than sixty-six (66) persons at Association's Property at Greentree Village.
 - g. If the Function involves children or individuals under the age of twenty-one (21) years of age, Resident/Renter agrees to provide adequate adult supervision throughout the function. Adequate supervision shall consist of not less than (1) one adult over the age of twenty-five (25) for every ten (10) persons under the age of twenty-one (21).
 - h. If the Function is at a pool, the requisite number of certified lifeguards must be present at all times and such number shall be specified by the Association's

contractor, Crystal Pools. Resident/Renter is required to negotiate, pay and provide proof of payment of all costs associated with retaining the necessary lifeguards at least seven (7) days in advance of the date of the function. If Resident is a member of an organization using the Association's Property in which currently certified lifeguards are to be present, then Resident/Renter agrees to provide proof of current certification and name(s) of lifeguards to be present during the Function as specified by Crystal Pools. It will, therefore, be the Resident/Renter's responsibility to ensure that said lifeguard(s) is/are present at all times during the Function.

Resident/Renter and all other persons agree to strictly adhere to all published rules relating to the pool and to follow all safety directives of the lifeguards.

- i. Acknowledges that the Association Property is not available for use for private functions before 8:00 a.m. or after 11:00 p.m. Therefore, the Association's Property will not be available for set up/preparation prior to 8:00 a.m. Further, the Association's Property must be cleaned, set up as it was.
- j. Agrees that any activity involving loud noise must end by 10:00 p.m.
- k. Agrees that he/she will not attach any decorations, banners, signs or similar items to any surface of the Association's Property. Resident/Renter agrees to be liable for any repairs needed to remedy any violation of this rule including but not limited to repainting, retexturing, resurfacing or replacing any and all surfaces damaged.
- l. Agrees that any activities which involve liquids which may damage or stain any carpeted areas of the clubhouse will be done in the kitchen. Resident/Renter agrees to be liable for any repairs and/or cleaning of clubhouse carpet if needed to remedy a violation of this rule. Use of any liquid which would cause permanent damage (i.e. stains, dyes) to any portion of the Association's Property is strictly forbidden.

The Resident/Renter renting the Association's Property is responsible for cleanup as described in the Rental Checklist attached hereto as Exhibit "A", and hereby made a part hereof for all legal and liability purposes. (ALL items must be completed in order for the deposit to be refunded.)

- m. Prior to vacating the Association's Property, Resident/Renter agrees to:
 - a. Clean all surfaces used during the event - i.e. kitchen counters, tables, toilets, sinks and appliances
 - b. Sweep all floors and mop if needed
 - c. Remove all trash, debris and personal belongings
 - d. Return all furniture to original set positions
 - e. Any other chores deemed necessary by either the Association representative(s) and/or Crystal Pools' representatives to return the Association's Property to its original condition
 - n. Upon vacating the Association's Property, Resident/Renter agrees to:
 - a. Close all blinds
 - b. Turn off all ceiling fans and lights
 - c. Set thermostat at 80 degrees Fahrenheit
 - d. Set alarm
 - e. Lock all doors
 - o. Agrees to return any Association keys provided within twenty-four (24) hours of the end of the Function.
4. Agrees that the Association has the right to enter the Association's Property at any time for the purpose of assuring compliance with this agreement and to remove any persons who, in the

Association's sole discretion, is acting in a disorderly manner or is in violation of the provisions of this agreement.

5. The rental fees for the Association's Property are due and payable **fourteen (14)** days in advance of the Function. Rental fees for the Association's Property are as follows:

<input type="checkbox"/> Greentree Pool	\$100.00
<input type="checkbox"/> Greentree Clubhouse	\$ 75.00
<input type="checkbox"/> Greentree Park	\$100.00

<input type="checkbox"/> Riverchase Pool	\$100.00
<input type="checkbox"/> Riverchase Clubhouse	\$ 75.00
<input type="checkbox"/> Riverchase Park	\$100.00

<input type="checkbox"/> Greentree/Riverchase Clubhouse	\$ 50.00	reduced rate for Kingwood Community HOAs and Trails Associations
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The Association rental fees are only refundable under the following conditions:

- a. If the Function is cancelled due to inclement weather, however, if the Function begins at the schedule time and is shortened due to inclement weather, or if the commencement is merely delayed due to inclement weather, Resident/Renter shall not be entitled to a refund of any portion of the applicable rental fee.
 - b. Resident/Renter cancels the Function and notifies the Association at least seven days prior to event.
6. In addition to the applicable rental fee, Resident/Renter is required to pay the Association a security deposit in the amount of \$100.00 for using the Association's Property. The security deposit is due and payable **fourteen (14)** days in advance of the date of the function. A check or money order in the amount of the rental fee and the security deposit must be made payable to the Association. **If the rental fee and security deposit are not received fourteen (14) days in advance of the Function, this agreement will be terminated.** The security deposit shall be applied as follows:
- a.) In the event any damages or loss of property occur to the Association's Property during the period of Resident/Renter's Function, the security deposit shall first be applied to the cost incurred to repair the damages or loss of property.
 - b.) If the costs incurred to repair the damage or to replace the property to the Association's Property exceed the security deposit, the entire deposit shall be retained by the Association and Resident/Renter shall pay the balance of the repair cost to the Association within ten (10) days after being invoiced by the Association.
 - c.) If Resident/Renter fails to pay such invoice(s), the Association shall have all remedies at law to enforce this Agreement and collect all repair costs incurred, including but not limited to, attorney's fees incurred by it to enforce this Agreement.
 - d.) If Resident/Renter fails to vacate the Association's Property by the time specified in section 2 of this contract, a penalty in the amount of \$20.00 shall be imposed for each hour or portion of an hour that Resident remains on the Association's Property beyond the stipulated rental period. This penalty shall be deducted from the security deposit.
7. Security deposits will be refunded by mail within fourteen (14) days of the end of the event.
8. The Association may, at its sole discretion, waive any portion of the rental and/or deposit fee for nonprofit groups, charities or any other entity it deems needing assistance as long as the

person(s) using the Association Property is/are a resident of either Greentree Village, Riverchase Village or a member of Kingwood Service Association. Any waiver of rental fee(s) will not include a waiver of any security deposit or any other provision of this Agreement. Nonprofit groups, charities, or other entities who establish perfect compliance with the rental agreement may have their deposit requirement waived at the sole discretion of the Board.

9. The Association also may, at its sole discretion, waive any portion of the rental and/or deposit fee for nonprofits groups, charities, or nonmembers of either Greentree, Riverchase or a nonmember of Kingwood Service Association or any other entity it deems needing assistance as long as said entity provides proof of insurance at least fourteen (14) days prior to the event.
10. Further acknowledges the Association's right to terminate this Agreement for any violation hereof, and that Resident/Renter's security deposit shall be forfeited.
11. Resident/Renter agrees to indemnify and hold harmless The Association, its Board of Directors, officers, agents, employees, assigns, successors and each resident from all losses, damages, claims, suits, costs, expenses and disbursements of any kind, including all legal expenses and attorney fees incurred by The Association based upon any claim, demand, lawsuit or action brought by any person or entity whatsoever with respect to any personal injury (including death) or property damage from any cause, including claims of negligence on the part of The Association, with respect to, arising from or in any way relating to the rental of The Association's clubhouse, pool, facilities, equipment and premises.
12. Resident/Renter hereby understands that any noncompliance of these terms or authorized use of Association facilities without the required documents, permits, and/or deposits constitutes unlawful use of Association facilities; and Association may evict any and all users as trespassers at Association's sole discretion.

This Agreement is hereby executed this _____ day of _____, 20_____.

RESIDENT/RENTER:

GREENTREE VILLAGE COMMUNITY
ASSOCIATION REPRESENTATIVE

Signature

Signature

Printed Name

Printed Name

Address

Home Phone Number

Email Address

EXHIBIT "A"
GREENTREE VILLAGE COMMUNITY ASSOCIATION
RENTAL CHECKLIST FOR ASSOCIATION PROPERTY RENTAL

Date of Rental: _____

Date of Inspections: _____

Resident: _____

Address: _____

TEMPORARY CODE ASSIGNED: _____

AREAS OF INSPECTION
X-ACCEPTABLE 0-UNACCEPTABLE

Community Room and/or Pool:
Furniture clean, in good condition and placed in original locations _____

Community Room and/or Pool:
Trash removed from premises (inside and outside) _____

Community Room and/or Pool:
Restroom sinks, toilets, and mirrors cleaned, floor mopped _____

Community Room:
Kitchen: All walls, counters, sink, appliances, and floors cleaned _____

Community Room:
Carpet vacuumed _____

Clubhouse:
All lights turned off, air conditioning set at 80, heat at 70 (depending on season) _____

Community Room:
SET ALARM _____

Comments:
Any item marked unacceptable must include a description in detail of the reason. ALL items on inspection report MUST be "acceptable" in order for the deposit to be refunded.

INSPECTOR: _____

DATE: _____