

Clubhouse Rental Agreement

Please read in full and initial before signing.

I, _____, a resident of _____ in the Keegans Wood Subdivision (hereinafter called Resident), have requested the use of the Keegans Wood Clubhouse (hereinafter called Premises) on the _____ day of _____ 20__ for the hours of _____ AM/PM to _____ AM/PM. I understand that I'm limited to a period of 4 hours of rental. I also understand that I will have 1 hour (One) after my rental hours to clean up the clubhouse before any refund can be refunded. I also understand that I will be allowed setup time prior to the rental hours which will be from _____ AM/PM to _____ AM/PM. **Setup time is NOT to exceed 2 hours.**

Resident hereby agrees to the following (initials required for each section below):

This Keegans Wood Clubhouse Rental Agreement is subject to change without notice

- According to the Houston Fire Code, the Keegans Wood Clubhouse has a limited capacity or 80 occupants.
- In the event a dispute arises concerning infraction of the Keegans Wood Clubhouse Rental Agreement Rules, the Resident will appear before the Board of Directors at the next regularly scheduled Board Meeting for a possible resolution of the dispute.
- Resident will be held liable for the actions of his/her guests on the Keegans Wood premises, to include the street in front of Premise. Drive ways in the subdivision **will not** be blocked during the event. It is a violation of the Law to block fire hydrant(s). Any and all vehicles blocking resident (s) driveways, street, or the fire hydrant(s) will be towed at the owner's expense.

Transportation Code sec. #45.302 An operator may not, except momentarily to pick up or discharge a passenger, stand or park an occupied or unoccupied vehicle.

- (1) In front of a public or private driveway
- (2) Within 15 feet of a fire hydrant;
- (3) Within 20 feet of a crosswalk at an intersection

- _____ 1. No reservation will be accepted without a \$100.00 cash deposit. The \$100.00 cash deposit will be applied to the \$200.00 Premise rental fee 10 days PRIOR to the reservation date. Should the event not take place on the reservation date, the initial \$100.00 cash will be forfeited.
- _____ 2. Resident shall render a rental fee of \$200.00 in the form of money order, or cash and a cleaning/damage deposit of \$500.00 cash. A fee of \$24.00 per hour will be charged for security services which is mandatory for each event. No helium balloons are allowed. Please understand that if ANY helium balloons are found floating in the ceiling area upon inspection after your event, \$100.00 will be deducted from the deposit. All other deposits will be returned if there is total compliance to this agreement. **If you DO NOT understand this portion of this agreement, please ask to speak with a Board Member for further explanation.**
- _____ 3. Resident shall use the facilities at his/her own risk and hereby releases and agrees to hold harmless the Keegans Wood Homeowners Association and the Board of Directors from any and all claims, damages, and/or causes of action arising out of, or as a result of, the use and occupancy of the Premises by the Resident, family, and/or guests. **Residents must be present during the entire event.**
- _____ 4. There is **No Smoking or Alcohol allowed** on the Premises.
- _____ 5. During the event(s) it is mandatory for a Security Officer to be on the Premises upon the Resident/Guests arrive. The Security Officer will remain on the Premises during the event up until the last Guest departure and the Premise has been entirely cleaned. The Security Officer on the Premises will end the event by _____ pm.

- _____ 6. Please be courteous. Do not block any driveways on Keegans Wood Drive. Any illegally parked vehicles will be towed at the owner's expense; the incident will be a factor in determining eligibility for future rentals.
- _____ 7. **The Resident who is has signed the Rental Agreement shall be responsible and liable for any and all damages to the Premises and should be present and remain on the Premises throughout the event.**
- _____ 8. Resident is responsible for thoroughly cleaning the Premises the **same day as the rental**, including the removal of any items brought to the Premises by the Residents and/or guests. **All trash must be removed from the Premises, it is NOT to be left by the street curb and not to be left in the Premise's outside trashcans.**
- _____ 9. **The Security Officer will be responsible for setting the alarm and locking the Premises.**
- _____ 10. The Resident who rents the Premise **may not enter** the Premises before 10:00 AM on the day of rental and must clean and **vacate** the Premises by_____.
- _____ 11. Resident is responsible and liable for the actions and conduct of all guests. Resident agrees that there shall be no disorderly, boisterous, or unlawful conduct while on the Premises. Resident will inform their guests that there is no loitering on the property outside the fenced area of the Premises. Any unlawful activities or any conduct disturbing to the surrounding neighborhood will result in immediate termination of the event.
- _____ 12. Resident will return the key(s) to the Keegans Wood office by the following workday. The key(s) may also be dropped in the front door lock box.
- _____ 13. Resident agrees to monetarily reimburse Keegans Wood Association promptly for any loss, property damages, or cost of repairs for services rendered caused by negligence or improper use or cleaning of the Premises by the Resident, family, and/or guests.
- _____ 14. Keegans Wood Association shall use its best efforts to have the Premises available at the time herein above set out. However, the Keegans Wood Association shall not be liable for damages because of unavailability of the Premises or in the event that the use thereof by Resident is interrupted or canceled.
- _____ 15. Keegans Wood Association reserves the rights to cancel, suspend, and/or deny use of Premises to Resident for violation of this agreement and/or the other instruments governing the use of the common area facilities. **No rentals will be allowed to Resident if they are delinquent in maintenance fees or in violation of deed restrictions within the last 15 days from the date of the deposit.**
- _____ 16. Resident will be shown the location of the "First Aid Kit" and the "Fire Extinguisher" on the Premises.
- _____ 17. The Security Officer has care and custody of the Premise during any event with the right and the express permission of the "Board of Directors" to terminate any event that is in violation Laws and Premise guidelines
- _____ 18. **During the rental of the Premises, the Resident understands NOT to tape, staple or pin any object(s) on the Premise walls, ceiling and/ or on the SOUND BOARDS located on the Premises.**
- _____ 19. **Keegans Wood Office Manager will not call the Resident the following day after the event to advise of any violation(s) items listed on page 3. Should a violation(s) listed on page 3 occur, the monetary penalty(s) will be taken out of the Resident deposit.**

_____ 2 0 . The following is a list of charges (violations), which may be assessed due to improper use of Premises by Resident and his/her guests:

VIOLATIONS

\$200.00	Decorations on the Acoustic Sound Panels
\$250.00	Damage, peeling of wall paint
\$200.00	Smoking or alcohol on the premises
\$300.00	Failure to clean premises (sweep and mop entire floor)
\$150.00	Trash left on premises (inside and outside) This includes inside the clubhouse, bathrooms, parking lot, park area, driveway and street. DO NOT use the clubhouse outside trashcans for your trash nor leave trash on the street curb
\$70.00	Chair damage and or missing
\$150.00	Table damage and or missing
\$170.00	Acoustic sound panel located on the walls damaged or missing
\$100.00	All decorations not disposed of
\$400.00	Failure to return all clubhouse key(s)
\$300.00	If alcohol is present, the Keegans Wood Security Officer will immediately terminate the event
\$150.00	First Aid Kit damaged/missing
\$150.00	Fire Extinguisher damaged/missing
\$150.00	Clubhouse lights left on
\$25.00	Tables not cleaned
\$125.00	Tables and chair left unfolded and not stacked on carriers
\$100.00	Balloons left on premises (DO NOT HANG nor TAPE BALLOONS OR ANY DECORATIONS ON CLUBHOUSE CEILING/BEAMS/CEILING FANS and/or walls)
\$400.00	Doors are not to be propped open while the air condition/heat is on during and or after the event
\$200.00	Damage to clubhouse garbage disposal

I, the undersigned do hereby **understand and have read** all the above terms listed. It is also understood that the above monetary penalties will be carried out should there be any violation(s) of any of the above listed items.

Signed and Agreed to this _____ day of _____

Name (please print) _____

Signature _____

Address _____

Contact telephone # _____

Clubhouse Inventory List

The following items are contained on the Premises. These items are to be checked off by the Office Manager and the Resident **before** and **after** the event rental. Any item(s) missing after rental will constitute just cause for partial and/or full forfeit of the Resident deposit.

Before	After	Item
		14 Tables
		80 Chairs
		No decoration whatsoever on the Premise Acoustic Sound
		2 Trash cans
		2 Mops, 2 Buckets
		1 Broom
		1 Dust Pan
		2 Microwave Ovens
		1 Refrigerator
		1 First Aid Kit
		1 Fire Extinguisher
		3 Ceiling fans in working condition (no strings or balloons)
		Garbage disposal
		No Pin holes/Tape/Staples/Push pins on walls remaining on Premise.

Resident Signature

Date

Office Manager Signature

Upon completion of rental, the above items were present & a walk through for any possible violation(s) listed on page 3 was done by Office Manager.

Office Manager Signature

Date

List violation(s) if any _____

Date

Amount of Monetary withheld from Resident Deposit due to violation(s) _____

_____ Resident maintenance fees current

_____ Home has no outstanding DR violations

ATTACHMENT "A" SECURITY AGREEMENT

This Attachment "A" becomes part of the Rental Agreement and covers the use of the Security Officer(s).

1. The Security Officer has care and custody of the Clubhouse during any event and has the right and express permission from the Board of Directors to terminate any event where Laws are being violated.

_____ 2. The Security Officer will be on duty for the event beginning _____ to _____. The event must terminate immediately at the designated time listed above.

3 All cleanup MUST be completed by the designated time listed above. **It is mandatory that the Security Officer is the last person in the building and the Security Officer will set the Premise Alarm.**

_____ 4. NO alcohol consumption is allowed

5. The Security Officer is responsible for the security inside the building and will in addition control activity in the parking lot. The Security officer will not leave the premises during the event.

6. The Security Officer will determine at his discretion on whether the noise level of music for the event is too loud by use of a sound decibel meter if deemed necessary.

_____ 7. The Security Officer on duty **will not** and **must not** receive any money to extend the event rental agreement. Any and all monies will be received by the Office Manager at the time of the agreement signing.

Keegans Wood Resident

Security Officer

Date