



Canyon Gate at the Brazos Owner's Association, Inc Clubhouse Rental Information

To book the great room for a private event, please call 281-341-7349 or come by the Canyon Gate Brazos Recreation Center during normal business hours. If there is availability and coverage for your event date, you will be notified in writing and you must come into the CGB office to sign a contract and pay your rental and deposit fees. Three (3) separate checks are required; one for \$300 deposit, one for \$50 non-refundable fee and the other for the rental time. The clubhouse holds a maximum of 65 people.

Recreation Center office hours are:
Monday-Friday 8:30 am - 5:30 pm

Rental:

0-2 hours - \$40.00 and \$40.00 each additional hour

Set up 1 hour included.

Include in your calculation for time needed -You must pay for your set-up time, event time, and clean-up time. Evening parties must end at 11:00 PM. It takes approximately one hour to clean up. You must vacate the premises no later than midnight.

Refundable Security Deposit- \$300.00

To serve Alcohol: 2 police officers for minimum of four (4) hours@ \$35.00/hr *per* officer are required.

Refund of rental fee will only be granted if written notice of cancelation is provided within 5 days of booked event. If less than 5 days' notice is given, only 50% of the rental fee will be refundable. No refunds will be given for cancelations occurring 72 hours of the date of a booked event. A refund of Deposit is subject to the condition the room is left in after the rental.

No smoking, No profanity, or rough housing
No tape of any kind, stick pins, staples, confetti, etc.
Do not put anything on the walls, wood trim, or furniture.

You are responsible for clean-up.

You must bring your own cleaning supplies, cleaning cloths, mop, broom, trash bags, and vacuum. **You must take all trash home. (No Exceptions)**

THE STATE OF TEXAS §

COUNTY OF FT. BEND §

This Rental/Reservation Contract ("Contract") is made and entered into by and between Canyon Gate at the Brazos Owners Association, Inc. (the "Association") and _____ (the "Resident"), whose address is _____ Richmond, Texas 77469, telephone number () _____.

WHEREAS, the Resident desires to rent/reserve the Recreation Center Clubhouse (hereinafter described as "Facility");

WHEREAS, the Resident is a member in good standing of the Association and specifically is not delinquent in the payment of the annual maintenance assessment or any special maintenance assessments or charges as those terms are used in the Declaration of Covenants, Conditions and Restrictions for Canyon Gate at the Brazos Owners Association, Inc.

WHEREAS, the Resident does not have pending before any forum, judicial, non-judicial or administrative, including any forum for alternative dispute resolution as that term is used in Title 7 of the Texas Civil Practice and Remedies Code, and dispute with or claim against the Association; and

WHEREAS, the Resident has agreed to and will assume complete, absolute, and sole personal responsibility and liability for any and all injury of damage to persons or property, real or personal, resulting from, or attributable to, the Resident's use of the Facility;

NOW THEREFORE, the Association and the Resident agree as follows:

1. FEES: The Association grants to the Resident the use of the Facility on: _____ 2019, from _____ o'clock _____ .m. until _____ o'clock _____ .m. of the same date.
 - (a) Three (3) personal checks issued by the Resident must be presented at time of Contract for the agreed rental amount, the non-refundable amount and a security deposit amount specified by the On-Site Director.
 - (b) Any event longer than five (5) hours, must secure the law enforcement officers for the duration of the event.

These Rules for rental/reservation of the Club House Facility are subject to change without notice by the Board of Directors.

THESE RULES APPLY TO EVERYONE. THERE WILL BE NO EXCEPTIONS.

2. SECURITY DEPOSIT:

At the time this Contract is signed, the Resident shall deliver to the Association a personal check for the "Security Deposit", in the amount of THREE HUNDRED AND NO/100 (\$300.00) DOLLARS. NO CASH ACCEPTED. The Security Deposit will be returned IN FULL if

 - (a). There is no damage to any portion of the Facility covered by this Contract resulting from or attributable to, the Resident's use of the Facility; or
 - (b). There are no unacceptable areas as referenced on Exhibit "A-1", Schedule of Fines. If there is any damage or any unacceptable areas shown, then the Security Deposit will be applied against the cost

of repairs, plus the amount shown in the Schedule of Fines. The Schedule of Fines, attached hereto as Exhibit "A-1" and made a part here for all purposes, is accepted and agreed to by the Resident. It is the responsibility of the Resident, at the beginning of the rental period, to report to the On-Site Director, any damage or other condition, which the Resident considers unacceptable. Failure to report such damage or condition shall constitute acceptance by the Resident on the condition of the Facility.

3. RULES:

The Resident agrees to use the Facility in accordance with the following rules:

- (a). No smoking is permitted inside the Facility.
- (b). No alcohol is permitted.
**Exception: Minimum staff of two (2) law enforcement officers for four (4) hours at a minimum cost of TWO HUNDRED EIGHTY AND NO/100 DOLLARS (\$280.00), with paid receipt naming the law enforcement officers for services must accompany this signed contract. Any event longer than the minimum, must secure the law enforcement officers for the duration of the event.
- (c). No glass receptacles. No tape of any kind, stick pins, staples, or other adhering items are allowed on walls or any painted surfaces.
- (d). No glitter, confetti, silly string, inks, glue, powder, or other products that could stain or damage any surface are permitted. No piñatas.
- (e). The Resident renting /reserving the Facility is responsible for clean-up as described in the Schedule of Fines attached hereto as Exhibit "A-1" and made a part hereof for all purposes. The Resident must initial the Schedule of Fines at time of Contract.
- (t). The Facility may be rented by any resident, and/or their groups, churches, clubs, and associations for no more than one (1) calendar date per month, and no consecutive rentals. The only exceptions to this rule are prior written approval by the Board of Directors.
- (g). Parties with people under twenty-one (21) years of age must have adequate supervision. Adequate supervision is a person twenty-one (21) years of age or older in the Facility with the following ratios:
 - 01 -20 persons: at least 2 supervising persons
 - 21-40 persons: at least 3 supervising persons
 - 41-60 persons: at least 4 supervising persons
- (h). Clean up must begin at least one hour before Facility closes promptly at 12:00 midnight.
- (i). Resident MUST supply all cleaning supplies.
- G). Resident MUST be present during entire rental period.

These rules for rental/ reservation of the Facility are subject to change without notice by the Board of Directors.

4. CANCELLATION POLICY. The Resident agrees to notify the On-Site Director of the cancellation before 5:00p.m. five (5) calendar days preceding the scheduled rental. If the scheduled rental is on Saturday or Sunday, the Resident agrees to notify the On-Site Director no later than 5:00p.m. the Friday before five (5) calendar days for a full refund of the rental amount. If the rental is cancelled less than five (5) calendar days and more than three (3) calendar days before the scheduled rental, a refund of fifty percent (50%) of the rental amount shall be refunded. No refunds of the rental amount shall be given for cancellations 72 hours or three (3) calendar days before the scheduled rental. The Resident agrees to pay Fifty and No/100 (\$50.00) Dollars non-refundable administration fee.

5. OCCUPANCY LIMIT. The Resident agrees that no more than 65 persons, including the Resident, will use the Facility at any one time.
6. VACATING OF PREMISES. The Resident agrees that the Facility used by the Resident and their guests will be cleaned and that all guests will vacate the Facility no later than 11:00 p.m. Resident and clean up personnel must vacate the Facility no later than 12:00 midnight.
7. FINES/INSPECTION. After the Resident vacates the Facility, it shall be inspected by an authorized agent of the Association. The inspecting agent will use the attached Schedule of Fines on Form, Exhibit "A-1" for inspecting the Facility to determine if the Facility requires any additional cleaning, repairs, or replacement of any items damaged resulting from, or attributable to the Resident's use of the Facility. The Resident agrees that if, in the sole judgment of the Association or any of its authorized representatives: (a) the Facility needs to be cleaned or repaired; or (b) any damaged items should be replaced as a result of, or attributable to, the Resident's use of the Facility, whether or not the Security Deposit is enough to pay for the cost of such items, or for any unacceptable items, as shown per the Schedule of Fines, then the Association may immediately clean or repair the Facility or replace the damaged items. The amount of the Security Deposit will be first applied against any fines, then to any costs, charges or expenses incurred by the Association, as a result of the Resident's use of the Facility. If the Security Deposit is not adequate to pay for the foregoing, then the Resident will be responsible for all costs incurred and will be invoiced by the Association. The Resident agrees to pay any invoiced costs, charges, expenses or fines per the Schedule of Fines, within thirty (30) days and, if any such invoice is not paid within thirty (30) days, interest shall accrue at a rate of eighteen percent (18%) per annum from the thirtieth day following the date of the invoice until paid and all such amounts shall be added to, and become part of, the assessment due by the Resident under the Restrictive Covenants. The selection of the contractor for any cleaning, repairing or replacement shall be within the sole discretion of the Association or its authorized representative.
8. INDEMNITY. The Resident agrees to assume complete and sole responsibility and liability for any and all injury, death, or damage to property, real or personal, during the term of this Contract. The Resident shall indemnify and hold the Association harmless from any and all claims, demands, actions, suits, or proceedings made against the Association arising out of, or in any way related to, the use of the Facility by the Resident provided that this shall not obligate the Resident to any liability for any gross negligence or willful misconduct of the Association or its authorized agents. This indemnity shall also include all sums payable or paid by the Association for legal fees or court costs. The selection or legal counsel shall be within the sole and absolute discretion of the Association.
9. GOVERNING LAW. This Contract shall be construed under, and in accordance with, the laws of the State of Texas and all obligations of the parties created hereunder are performable in Ft. Bend County, Texas.
10. BINDING EFFECT. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. If there is more than one Resident, they shall be bound jointly and severally by the terms, covenants and agreements herein.
11. SEVERABILITY. In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any other provisions hereof, and this Contract shall be construed as if the invalid, illegal or unenforceable provisions had never been contained herein.

- 12. GENERAL. When used herein, and whenever the text so permits, the singular shall include the plural and the use of any gender shall include all genders.
- 13. ENTIRE AGREEMENT. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings, or written, or oral agreements between the parties with respect to the Resident's use of the Facility.

I CERTIFY AND ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND THIS CONTRACT. I FURTHER STATE THAT I VOLUNTARILY ENTERED INTO THIS CONTRACT AND I AGREED TO ITS TERMS AND CONDITIONS.

Signed and accepted in Ft. Bend County, Texas, on this _____ day of _____, 2019.

RESIDENT:

Canyon Gate at the Brazos Owners Association, Inc.

Signature of Resident

By _____

Signature of Resident

Name

Title

SCHEDULE OF FINES
EXHIBIT "A-1"

THIS SCHEDULE OF FINES IS SUBJECT TO CHANGE WITHOUT NOTICE BY
THE BOARD OF DIRECTORS.

These Fines will be assessed in addition to the cost of repairs and/or replacement necessary due to any and all unacceptable areas of the Facility after this Contract event is over and Facility inspected.

****FACILITY - SCHEDULE OF FINES****

CLOSET DOORS NOT SECURED	25.00
TRASH NOT TAKEN HOME BY RESIDENT	100.00
TILE FLOORS CLEANED (VINEGAR & WATER ONLY) (Club House Great Room, Kitchen, Bathroom and Entry)	125.00
STAINS REMOVED	25.00
KITCHEN CLEANED AND REFRIGERATOR EMPTIED	25.00
BATHROOMS CLEAN	25.00
ALL TABLES & CHAIRS CLEANED OFF	25.00
FURNITURE IN ORIGINAL ARRANGEMENT	25.00
WINDOWS SECURED/NOT BROKEN	100.00
BLINDS LOWERED AND CLOSED	25.00
REMOVAL OF ANY AND ALL DECORATIONS FROM WALLS, WINDOWS AND FURNITURE	50.00
FANS TURNED OFF (Ceiling, Bathroom, Kitchen)	25.00
LIGHTS TURNED OFF (Inside and Outside)	25.00
IMPROPER DISCHARGE OF FIRE EXTINGUISHER	25.00
DAMAGE TO WOODWORK AND/OR TRIM	50.00
RIPS/DAMAGE TO FURNITURE	50.00
TELEPHONE REPLACEMENT/REPAIR	50.00
DAMAGE/REMOVAL OF DECORATIVE ITEMS (Lamps, Pictures, Vases, etc.)	100.00
DAMAGE TO APPLIANCES & VCR	100.00
DAMAGE TO BATHROOM FIXTURES	100.00
NOT VACATING BY CLOSING TIME	150.00

RESIDENT:

Canyon Gate at the Brazos Owners Association, Inc.

Signature of Resident

On Site Director

Signature of Resident