

# CLAY ROAD HOA FACILITY USE CONTRACT

## IMPORTANT INFORMATION

CREST MANAGEMENT COMPANY MUST RECEIVE ALL COMPLETED INFORMATION IN ORDER TO FULLY RESERVE THE FACILITY.

(Deposits will NOT be cashed - depending upon inspection results)

This fully executed contract ALONG with payment must be received by Crest Management Company BEFORE reservations are confirmed.

You will be notified after your payment(s) are received. **Access to the facility will be arranged at least 2 days prior to the rental, unless otherwise noted.**

I. Disposing of all trash after each rental will be the sole responsibility of the person renting the Facility. All trash is to be removed from the premises. \_\_\_\_\_(INITIALS)

II. The community pool is NOT a part of this agreement and cannot be used by the guests. Failure to comply will result in the loss of your entire security deposit and the premises MUST be vacated immediately. \_\_\_\_\_(INITIALS)

III. The Recreation Center is available for rent by residents and tenants only. Non-residents are not allowed to rent the Recreation Center. \_\_\_\_\_(INITIALS)

IV. No Sub-leasing is allowed. Owner/tenant must always be present. The access code for entry will only be given to the owner/tenant on the contract. \_\_\_\_\_(INITIALS)

V. If you are a resident, you must be in good standing with the association. This means that all association fees are paid and there are no major deed restriction violations pending or unattended. \_\_\_\_\_(INITIALS)

VI. Please note that our property is under video surveillance 24 hours a day. \_\_\_\_\_(Initials)

Checks or money orders are accepted. Remit to CLAY ROAD HOA. You should contact Christine S. with Crest Management Company at 281-945-4602 to ensure they have received the request. You may also call Crest Management at 281-945-4602 to inquire about availability and to be added to the calendar. However, this does not ensure the reservation until the completed contract and deposit are received. Reservations are arranged on a first-come-first-serve basis.

**RETURN TO:**  
**CREST MANAGEMENT COMPANY**  
**17171 Park Row, Suite 310 Houston, TX 77084**  
**PHONE: 281-945-4602**  
**EMAIL: ChristineS@crest-management.com**

We appreciate your cooperation. Please do not hesitate to call Crest Management Company at 281-945-4602 if you have any questions.

**RECREATIONAL FACILITY USE CONTRACT  
CLAY ROAD HOMEOWNERS ASSOCIATION**

THE STATE OF TEXAS  
COUNTY OF HARRIS COUNTY

This Recreational Facility Use Contract is made and entered into by and between Clay Road HOA, Inc. (the "Association") and \_\_\_\_\_ (the "Renter"), whose address is \_\_\_\_\_, telephone number (\_\_\_\_\_) \_\_\_\_-\_\_\_\_\_, e-mail address \_\_\_\_\_.

Whereas, the Renter desires to lease the recreational facility identified as The Recreation Center and hereinafter described individually or collectively as the "Facility". This lease is applicable only to the recreation center. **The swimming pool is not included in the rental and cannot be used by the guests, failure to comply will result in the loss of your full security deposit.**

Whereas, the Renter has agreed to and will assume complete, absolute, and sole personal responsibility and liability for any and all injury or damage to persons or property, real or personal, during the term of this contract.

Therefore, the Association and the Renter agree as follows:

1. **FEES:** The Association grants to the Renter the use of the Facility on \_\_\_\_\_, 20\_\_ from \_\_\_\_\_ o'clock \_\_m. until \_\_\_\_\_ o'clock \_\_m. The requested time **MUST INCLUDE** your set-up and clean-up time. If you have not properly cleaned and vacated the building by that time, you will forfeit your deposit.

**No Alcohol Permitted**

(Event will be spot checked for alcohol. If alcohol is found your DEPOSIT will be forfeited!)

Payment Information (checks payable to "Clay Road HOA")

- **Check #1: Deposit – Refundable per terms and conditions listed in contract**

**Security Deposit:                      Amount: \$175.00                      Check #1: \_\_\_\_\_**

- **Check #2: Rental Fee – Non-refundable per terms and conditions listed in contract**

**Rental Fee:                              Amount: \$150.00                      Check #2: \_\_\_\_\_**

- **No Alcohol Permitted**

1. **RULES:** The Renter agrees to use the Facility in accordance with the following rules which will apply to everyone with no exceptions permitted. The Renter is to initial the following applicable areas (Clubhouse) of the facility to be leased:

**RULES FOR THE CLUBHOUSE**

(A) Smoking is NOT permitted inside the clubhouse. \_\_\_\_\_(INITIALS)

(B) Parties with children or young people under twenty-one (21) years of age must have adequate supervision. In accordance with the Texas Department of Health, there must be one adult for every ten (10) children or young people under twenty-one (21) years of age. The Renter must be one of the adults in attendance. \_\_\_\_\_(INITIALS)

(C) Decorations are NOT permitted to be attached to the walls or ceiling. Decorations MAY BE attached to the enamel or glass surfaces. Nothing adhesive may be used on the walls such as double-sided tape. Thumb Tacks are NOT permitted. \_\_\_\_\_(INITIALS)

(D) All trash must be removed from premises and may not be left in the recreation center. Renter must provide their own trash bags and cleaning supplies. Trash bags are not included, you must bring your own. No supplies are provided. \_\_\_\_\_(INITIALS)

(E) The clubhouse is to be closed no later than 11:00 p.m., unless otherwise approved. Deposit will be forfeited if the premises are not vacated on time. \_\_\_\_\_(INITIALS)

(F) Noise must be kept down to a level as not to disturb nearby residents. Violations will result in the security deposit refunded at a reduced amount. \_\_\_\_\_(INITIALS)

(G) No access to the clubhouse is permitted unless all fees have been paid and clubhouse rules are checked and initialed. \_\_\_\_\_(INITIALS)

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

2. **CAPACITY:** Maximum capacity for Clubhouse is **55** people. **NO EXCEPTIONS.** \_\_\_\_\_  
(initial) *If you have more than 55 people in the recreation center and the fire Marshall gives the association a citation, you will be responsible for all fees.* \_\_\_\_\_(INITIALS)

3. **SECURITY DEPOSIT:** At the time this contract is signed, the Renter shall deliver to the Association a personal check, money order or cashier's check in the amount of one hundred and fifty dollars (\$150.00). The Association agrees not to deposit this unless there is damage to any portion of the facility covered by this contract resulting from, or attributable to, the Renter's use of the facility; or (b) there are no unacceptable areas shown on the inspection form, attached as Exhibit A-1 for the clubhouse. If there is any damage or any unacceptable areas shown on the inspection form, then the security deposit will be applied against the cost of repairs or the amount shown in the schedule of fines for any unacceptable areas. The schedule of fines, attached hereto as Exhibit B, is accepted and agreed to by the Renter. It is the responsibility of the Renter, at the beginning of the rental period, to report to the managing agent (MCS) for the Association, any damage or other condition which the Renter considers unacceptable. Failure to report such damage or condition shall constitute acceptance by the Renter of the condition of the Facility. \_\_\_\_\_(INITIALS)

4. **REFUND POLICY:** The deposit refund policy for the cancellation of events will be as follows: Clay Road HOA will refund your payment, plus deposits if given at least 1-week notice. If less than 1-week notice, the Board will review on a case by case basis.

Reservations for use of the Clay Road HOA Poolhouse are made on a first-come, first-served basis in advance of 7 business days of the date of planned use. Two separate payments must be made: The security deposit (**check or money order only**) and the Rental fee must be paid at the time the Rental Agreement is signed. All deposits and fees are due upon reservation. If the Homeowner cancels the reservation within 8 business days of the scheduled use, the security deposit will be returned and the rental will be refunded.

5. **INSPECTION:** An inspection will be completed before and after the rental. As soon as reasonably possible, after the Renter vacates the Facility, it shall be inspected by an authorized agent of the Association. The agent will use the attached inspection form as a guideline. The Renter agrees that if, in the judgment of the Association or its

authorized representative, the facility needs to be cleaned or repaired or any damaged items replaced as a result of the Renters use of the Facility, then the Association may immediately clean or repair the facility or replace the damaged items. Charges for any repairs or services will be first applied against the security deposit. If the security deposit is inadequate, then the Renter will be invoiced by the Association (Refer to Schedule B for the schedule of fines incurred for unacceptable ratings on Schedules A-1). The Renter agrees to pay any invoice charges within thirty (30) days. The selection of the contractor for any cleaning, repairing or replacement shall be within the sole discretion of the Association or its authorized representative.

6. **INDEMNITY:** The Renter does hereby indemnify and hold harmless the Clay Road HOA Homeowners Association and all trustees, chairpersons and other officers from any and all claims, demands, causes of action and judgments resulting from accidents or injuries that may be sustained or incurred by any individual, group or invitee while using the Clay Road HOA recreational facilities for private functions or parties. The Renter agrees to assume complete and sole responsibility and liability for any and all injury or damage to property, real or personal, during the term of this contract. The Renter shall, upon demand, 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 Renter, their guests or anyone else during the rental period provided that this shall not obligate the Renter 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 of legal counsel shall be within the sole and absolute discretion of the Association.

7. **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 Harris County, Texas.

8. **SEVERABILITY:** In case any one or more of the provisions contained in this contract shall for any reason be held invalid, illegal or unenforceable, they 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.

9. **PARKING:** Parking is permitted only in the parking lot. Please make sure your guests follow good neighbor parking standards.

10. **OPEN FLAMES:** No person shall bring for use inside the facility an open flame, flame producing device or any flammable material as candles, incense, charcoal, et al. Sterno food warmers are the only exception permitted. Smoke producing devices are also prohibited.

11. **POOL:** The swimming pool is not included in the rental and cannot be used by the guests, failure to comply will result in the loss of your **ENTIRE** security deposit and the premises must be vacated immediately.

12. **NO TAPE:** Nothing adhesive may be used on the walls such as double-sided tape. Thumb Tacks are NOT permitted. Command strips are allowed.

13. **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. The Association is not responsible for lost, damaged and/or misplaced personal property at the facility.

14. **ENTIRE AGREEMENT:** This contract constitutes the sole and only agreement of the parties and supersedes any prior understandings, written or oral agreements, between the parties with respect to the use of the facility during the term of the contract.

I certify and acknowledge that I have read and that I understand this contract and the schedule of fines (Exhibit B). I further state that I voluntarily enter into this contract and I agree to its terms and conditions

(Print)	Name of Applicant/Organization	Date of Event
(Print)	Applicant Address	Phone
(Signature)	Name of Applicant	Date

TO REPORT DAMAGE OR AN UNACCEPTABLE CONDITION OF THE FACILITY CONTACT:  
CREST MANAGEMENT COMPANY at 281-579-0761. AN AFTER-HOURS ANSWERING SERVICE WILL BE  
AVAILABLE.

AN ONSITE ASSOCIATION REPRESENTATIVE / COMMUNITY VOLUNTEER CONTACT INFORMATION WILL  
ALSO BE PROVIDED PRIOR TO THE EVENT.

Schedule A

CLAY ROAD HOMEOWNERS ASSOCIATION  
INSPECTION FORM FOR THE CLUBHOUSE

- Noise must be kept down to a level so as not to disturb nearby residents. Violations will result in the security deposit refunded at a reduced amount. You may also refer to Schedule B for fines to complete your inspection.

Clay Road HOA Check-in / Check-out List

	CHECK-IN	CHECK-OUT
Sinks Clean		
Refrigerator Clean		
Countertops Clean		
Stove Clean		
Microwave Clean		
Floors Clean		
Windows Clean		
No Tape on Painted Walls NO Thumb Tacks		
Ensure All Decorations Removed		
Bathrooms Clean		
Tables(5 rectangle tables), Chairs Count(40)		
Clubhouse Lights Working		
Air Conditioning Set To 75 degrees Upon Departure		
Received Clubhouse Access Code		
Remove All Trash		
Lock All Doors		
Outdoor Area Clean		

Notes:

Check-in Date: \_\_\_\_\_

Renter Signature: \_\_\_\_\_

Approved By: \_\_\_\_\_

Check-out Date: \_\_\_\_\_

Renter Signature: \_\_\_\_\_

Approved By: \_\_\_\_\_

CLAY ROAD HOMEOWNERS ASSOCIATION

## SCHEDULE OF FINES

The following is an agreed upon schedule of fines to be paid in addition to the cost of repairs for any areas shown in the inspection form as unacceptable. In the event of excessive damage, renter will be invoiced cost of repair and administrative costs. **FACILITY DAMAGES WILL BE TAKEN FROM THE DEPOSIT, IF THE DEPOSIT IS NOT SUFFICIENT TO COVER THE DAMAGES IT WILL BE BILLED TO THE OWNERS ACCOUNT.**

	<b>DEDUCTIONS</b>
EXTERIOR DOORS NOT SECURED	\$50.00
TRASH NOT REMOVED FROM THE FACILITY/ PREMISES <i>(INSIDE &amp;/or OUTSIDE)</i>	\$50.00
FLOORS NOT CLEAN (Heavy cleaning not included)	\$50.00
KITCHEN/REFRIGERATOR NOT CLEAN	\$25.00
ITEMS PERTAINING TO FACILITY REMOVED <i>(Including from kitchen/refrigerator)</i>	COST
FACILITIES DAMAGED	\$50.00 / COST
CHAIRS AND/OR TABLES NOT STORED AS STIPULATED	\$20.00
FURNITURE, CHAIRS / OR TABLES DAMAGED	COST
WINDOW(S) BROKEN (PLUS COST TO REPAIR)	\$50.00
WALLS AND / OR WINDOWS MARKED AND / OR DIRTY	\$30.00
LIGHTS LEFT ON	\$20.00
AIR CONDITIONING UNIT NOT RESET TO 75 UPON LEAVING	\$75.00
EXTERIOR AREAS DIRTY AND/OR DAMAGED	\$30.00 / COST
DECORATIONS NOT FULLY REMOVED NO TAPE ON WALLS	\$20.00
FAILURE TO PAY SECURITY SERVICE AS AGREED	COST
NOT VACATED BY SPECIFIED TIME <i>(unless pre-arranged)</i>	\$20.00/HR
VIOLATION OF RULE (F) UNDER RULES FOR THE CLUBHOUSE	\$20.00
PARKING/ DRIVING ON PREMISES OTHER THAN PARKING LOT	\$30.00
OTHER HEAVY CLEANING REQUIRED WILL CAUSE AN ADDITIONAL CHARGE	COST

Renter Signature \_\_\_\_\_

Date \_\_\_\_\_

Revised June 12, 2023