

AGREEMENT FOR USE OF FACILITIES

Community: _____

Homeowner: _____

Renter (if different from Homeowner): _____

Property Address: _____

Phone Number: _____

Email: _____

Renter warrants that he/she is a member in good standing with the Association, or if a tenant, has the permission of the owner as evidenced by owner’s signature below. Renter further warrants and guarantees that he/she will be present at all times and will be responsible for and in control of the guests for the duration of the rental period. All paperwork and payments must be from a resident of the above listed community.

All provisions set forth in any rules or regulations applicable to any of the Facilities (herein so called), including, but not limited to, the community provided above clubhouse rules and (if applicable) the Pool Rules are applicable to this Agreement and hereby incorporated herein by reference for all purposes as if set forth fully at length. Renter is encouraged to review such rules. In the event of an inconsistency, this Agreement shall control. The Facilities cannot be rented for any commercial purpose.

1. TERM. Renter agrees that use of the Facilities (as specified below) shall be limited to _____(date) between the hours of _____and _____(Maximum of six (6) hours per rental) for the purpose of _____with _____number of people to attend (the “Event”). Renter shall be afforded an additional thirty (30) minutes prior to and after the rental for set up and cleaning purposes. Any use beyond the maximum hours will be charged at the rate of \$100 per hour.

2. GRANT OF USE PRIVILEGES. The Association hereby grants Renter the privilege of exclusive use of the Facilities for a single event with an occupancy limit of 50 persons per rental. Guests in excess of this amount shall require special permission and require Renter to have at least one off duty-uniformed police officer (sheriff’s deputy, constable, etc.) at its sole cost and expense for the duration of the Event, including thirty minutes before and after the Event. The Association reserves the right to require Renter to have an off-duty uniformed police officer for events with 50 guests or less if it deems it to be necessary.

The grant is limited to the following Facilities:

a. _____ Clubhouse

Available hours for rental: 10:00am – 11:00pm (Sunday through Saturday).

3. EVENT ARRANGEMENTS. Renter acknowledges that Renter has advised the Association at the time of execution of this Agreement of the nature of the Event, the anticipated number of attendees, the food, drinks and entertainment to be used and other information relevant to the Event. Renter further acknowledges that the Association is relying on such information and representations by Renter. The Association shall approve or disapprove of all such arrangements prior to the execution of this Agreement. Usage of additional lights and sound equipment must be declared and approved before the Event. No lights or speakers may be hung on the walls. Live bands or amplifiers are not allowed without specific permission of the Association; however, acoustic instruments are permitted.

- a. Access is only allowed the day of your event: entering the clubhouse prior to or after the scheduled times of the Event can lead to fees added to the Renter's account and/or removal of access devices if applicable.
- b. Prior approval or confirmation of bounce houses and/or moonwalks is required and may not always be approved.
- c. All guests must leave promptly at the end of the Event.

4. USE OF OTHER FACILITIES. This Agreement does not entitle Renter to use of the remainder of the common area Facilities during the Event. Use of the remaining common area Facilities shall be dictated by the specific rules and regulations applicable to such Facility. Renter acknowledges that Association personnel will not supervise the Facilities. Renter further acknowledges that inherent risks exist in connection with the Facilities (by way of example and not in limitation, swimming pool, parking lots, and play areas) and Renter acknowledges that continuous supervision of the guests, including children, by Renter and Renter's guests is required and shall be the responsibility of renter.

5. PROHIBITED ACTIVITIES. No smoking is permitted within the Facilities or any portion of the community center, including the restrooms. Renter shall not commit or allow to be committed any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose. No motorized vehicles shall be allowed on the off paved parking areas. The foregoing restriction applies without limitation to Renter, guests, caterers, and deliveries. Disruptive or inappropriate behavior, abuse of the Facilities, failure to abide by the terms of this Agreement of applicable facility Rules and Regulations, or any other action by or on behalf of Renter or any guests at the Event deemed by the Association or its agents not to be in the best interest of the Association or the Community shall be grounds for immediate termination of this Agreement, without recourse by Renter. Any noise shall be deemed a nuisance when it unreasonably disturbs the peace, quiet, and comfort of the Community residents.

6. CONDITION OF PREMISES. Renter agrees to surrender the premises at the end of the rental period in the same condition as when Renter took possession and **expressly agrees to pay the Association for any and all damage which may occur during the rental period**, excluding damages by Acts of God. Photos of the facility should be sent to amazon@imcmanagement.net **before** the Event begins and **after** the Event is over to ensure no damage occurred during the rental period. The Facilities shall be cleaned and restored at the conclusion of the Event. The Renter is responsible for all clean up and trash removal at the end of the Event.

- a. The Facility is to be left as it was found including but not limited to, placing all furniture back, cleaning and removal of all trash.

- b. The hanging of decorations must not permanently injure the premises. (Nails, taping, etc.). The use of helium-filled balloons may not be permitted by the Association. Please check with the Management team to confirm before purchasing them for your event.
- c. Furniture may not be moved without the prior consent of the Association. If such consent is obtained, all furniture must be returned to its original position after the Event.
- d. Lost or stolen articles are not the responsibility of the Association.

7. **DAMAGES AND CLEANING FEES.** If any damages occur or extra cleaning is necessary after an Event is concluded, the Association will assess the costs of which will be applied to the responsible Owner/Renter's account. Repairs will be made by the vendor as determined at the discretion of the Association. **(Owner Initials)** _____

8. **USE OF ALCOHOL.** In the event the Clubhouse is used for an Event where alcohol is being served (regardless if supplied by Renter) Renter agrees that he will have at his sole cost and expense at least one off-duty uniformed police officer for every 40 guests to be present for the entire Event, including thirty minutes before and after the Event. Alcohol shall not be served until the off-duty uniformed officer is on the premises. Renter acknowledges that the serving and consumption of alcohol on the premises and any and all consequences thereof, are the responsibility of Renter and not the Association. Renter may not serve alcoholic beverages to individuals less than 21 years of age or to individuals that are intoxicated. Renter agrees to indemnify, defend and hold the Association, its employees, authorized agents, affiliates, officers and directors harmless with respect to any and all claims, injuries, damages, losses and expense resulting from or arising out of the serving and/or consumption of alcohol by any individual at or during the Event and Renter hereby releases the indemnified parties from any and all such liability. Any infractions of the provisions of this Section will subject this Agreement to immediate termination, without recourse by Renter. Alcohol is not allowed within the pool area at any time.

OFF-DUTY UNIFORMED POLICE OFFICERS. The number of security guards required pursuant to Section 3 and/or Section 10 are as follows:

_____ Number of off-duty police officers required

Proof of appearance of off-duty police officer will be required if one is necessary per the agreement. Proof will need to be submitted seven (7) days before scheduled event or agreement will be deemed invalid and event will not be commenced. Proof can be submitted as receipt or contract.

9. **GENERAL INDEMNITY.** Renter agrees to defend, indemnify and hold harmless the Association and its affiliates, employees, authorized agents, officers and directors from all liabilities, suits, claims, losses, damages and expenses, including reasonable attorneys' fees and expenses, of whatsoever kind and nature imposed upon, incurred by, or asserted against the indemnified parties for: (i) the breach of Renter's obligations, representation or warranties under this Agreement; or (ii) bodily injuries or deaths to persons or damage to or loss of or destruction of property caused by or resulting from the negligent acts or omissions of Renter, its agents, or its guests and to defend at its own expense all suits or proceedings arising out of any of the foregoing.

- a. This Agreement may be modified or amended in writing only, signed by the Association and the Renter.
- b. This Agreement represents the entire agreement of the parties and there are no representations, written or oral, not specifically set forth herein.
- c. The Association does not warrant or represent the Facilities are fit for any particular purpose and it is the Renter's responsibility to determine if the facilities are suitable for Renter's intended use.
- d. Renter agrees to advise his guests of the provisions of this Agreement with respect to the warnings and requirements set forth herein.
- e. In the event this Agreement is executed by more than one individual on behalf of Renter, the obligations herein shall be joint and severable.

10. PAYMENT OF RENTAL FEES. All rental fees per the following schedule, plus all applicable sales taxes are due at the time of the execution of this Agreement. Failure to timely pay such fee shall result in the termination of the rental and this Agreement shall be null and void and be of no further force and effect. At minimum, all fees and application must be submitted one week before the requested rental. Requested dates from renter will only be held by association for seven (7) days without payment, after seven (7) days without payment the requested date will be released from being held.

All Facility rental fees are listed on the attached document.

11. CANCELLATION. Written notice is required a minimum of seven (7) days prior to the scheduled Event to cancel the rental and this Agreement. If the Agreement is so timely cancelled, all but the administrative fee of the rental fee shall be refunded with the remainder retained to offset administrative expenses related to this Agreement. If the Agreement is not timely cancelled, the entire rental fee shall be forfeited.

Acknowledgement and acceptance of this Agreement for Use of Facilities:

Homeowner Signature: _____

Renter Signature (if different than Homeowner): _____

Date: _____

Amenity Reservation Information

Graystone Hills

2030 Graystone Hill Dr

Conroe, TX 77304

What's included?

- 2-8ft and 4-6ft Banquet Tables
- 40 Folding, 8 wooden
- Microwave and Fridge
- Maximum of 50 guest

Who to Contact?

amazon@imcmanagement.net

936-756-0032

IMC

3500 W. Davis Suite, 190

Conroe, TX 77304

How much?

\$150.00

Rental Fee

\$200.00

**Security
Deposit**

Office Hours: Monday-Thursday 8-5 & Friday 8-4 (Closed for lunch daily 12-1)

Please make payment payable to Graystone Hills, CAI

Completed rental application, check for rental and check for security deposit must be received to confirm rental date.

Access to the Clubhouse

You will receive your event code and instructions via email the day before your event.

Access is only permitted the day of your reservation during your scheduled time.