

RECREATIONAL FACILITIES RESERVATION AND USE AGREEMENT

LAKES OF WOODTRACE COMMUNITY ASSOCIATION, INC.

I. RESIDENT INFORMATION

Resident's Name ("Resident"): _____

Address: _____

Home Phone Number: _____ Work Phone Number: _____

Cell Phone Number: _____ Email: _____

Type of Event: _____ Number of Guests: _____

Will alcohol be present? (check one): _____ No Alcohol or _____ Alcohol (*see below*)

_____ (*initial*) *In the event alcohol is consumed or permitted, I/we agree to hire one off-duty law enforcement officer whom will remain present at the event location for the entire duration of the event. A copy of the contract with the off-duty law enforcement officer must be presented with the clubhouse contract.*

Use Period: Between the hours of _____ a.m. and _____ p.m. on _____, 20____.

The clubhouse must close no later than MIDNIGHT due to the alarm.

II. DEFINITIONS

2.01. "**Agreement**" shall mean and refer to this Recreational Facilities Reservation and Use Agreement between the Resident and the Association.

2.02. "**Association**" shall mean and refer to **Lakes of Woodtrace Community Association, Inc.**, a non-profit corporation.

2.03. "**Clubhouse**" shall mean and refer to the clubhouse located at the **34010 Highland Terrace Lane, Pinehurst, Texas 77362.**

2.04. "**Clubhouse Rules**" shall mean and refer to the Association's rules for the use of the clubhouse, as specified on Exhibit "A" to this Agreement.

2.05. "**Designated Recreational Facilities**" shall mean and refer to the Clubhouse alone as noted in Section I of this Agreement.

2.06 “**Management Company**” shall mean and refer to Community Solutions, P.O. Box 5191, Katy, Texas 77491, Phone Number, (713-429-5440).

2.07 “**Mandatory Cleaning and Inspection Fee**” shall mean and refer to that certain fee specified below required to be paid by the Resident for the cleaning and inspection of the Designated Recreational Facilities:

Designated Recreational Facilities	Mandatory Cleaning and Inspection fee
Clubhouse Only	\$ 50.00
Payable to Lakes of Woodtrace CAI	

2.08 “**Purpose**” shall mean and refer to Resident’s reason for using the Designated Recreational Facilities during the Use Period, as specified in Section I, above.

2.09 “**Resident**” shall mean and refer to the person(s) indentified in the Resident Information section above, who is the owner of record title to the lot in Lakes of Woodtrace.

2.10 “**Security Deposit**” shall mean and refer to that certain deposit specified below required to use the specified Designated Facilities:

Designated Recreational Facilities	Refundable Security Deposit
Clubhouse	\$ 250.00
Payable to Lakes of Woodtrace CAI	

2.11 “**Use Period**” shall mean and refer to the length of time the Resident will be using the Designated Recreational Facilities as specified in Section I, above.

III.
DESIGNATED RECREATIONAL FACILITIES

3.01 **Authorized.** The Association grants Resident the right to use the Designated Recreational Facilities during the Use Period. Resident represents to the Association that the Designated Recreational Facilities are being used for the personal use of Resident and not for the use of a non-resident of the Lakes of Woodtrace community. Resident agrees to forfeit the Security Deposit if someone other than resident uses the Designated Facilities.

3.02 **Fees.** The Resident agrees to pay the Fees to the Association. The Fees are due and payable at the time the Resident signs this Agreement. PLEASE MAKE SEPARATE CHECKS FOR THE FEES PAYABLE TO THE ASSOCIATION, ONE FOR THE MANDATORY CLEANING AND INSPECTION FEE, AND ONE FOR THE SECURITY DEPOSIT. The Association will deposit the checks for the Fees into the Association's checking account, upon receipt of the checks.

3.03 **Rules.** If the Designated Recreational Facilities include the Clubhouse, the Resident agrees to comply with the Clubhouse Rules.

3.04 **Cancellation.** The Resident agrees to notify the Community Manager of a cancellation before 5:00 p.m. on the business day preceding the Use Period.

3.05 **Occupancy Limit.** The Resident agrees that no more than 50 persons, including the Resident will be present at the Designated Recreational Facilities, at any one time, during the Use Period.

3.06 **Vacating of Premises.** The Resident agrees to vacate the Designated Recreational Facilities no later than the end of the Use Period. Prior to vacating the premises, the Resident agrees to remove all food, beverages, and all other materials, which the Resident brought to the Designated Recreational Facilities. Prior to vacating the Designated Recreational Facilities, Resident shall: (i) adjust the air conditioning temperature to 80 degrees or the heater at 60 degrees depending on the time of the year; (ii) all lights and ceiling fans are turned off; (iii) all doors and windows are closed and locked.

IV.
SECURITY DEPOSIT AND INSPECTION

4.01 Security Deposit. The Security Deposit may be in the form of a personal check if remitted and received by the Management Company at least ten (10) business days prior to the Use Period. Otherwise, the Security Deposit must be paid by Cashier's Check. THE ASSOCIATION WILL NOT ACCEPT CASH. The Security Deposit will be returned to the Resident in full provided that: (a) there is no damage to any portion of the Designated Recreational Facilities resulting from, attributable to, arising out of, or related to, the use by the Resident, the Resident's invitees, employees, contractors or subcontractors; and, if the Clubhouse is used (b) there are no unacceptable areas shown on the Clubhouse Inspection Form completed at the post-event inspection by the Association. If there is any damage or unacceptable areas shown on the Inspection Form or the Schedule of Fines, then the Security Deposit will be applied against the cost of repairs, if any, plus the amount shown in the Schedule of Fines for any unacceptable areas. **IF MORE THAN 90% OF THE DEPOSIT IS KEPT FOR DAMAGE OR FINES, THE ASSOCIATION RESERVES THE RIGHT TO DENY RESERVATION PRIVILEGES IN THE FUTURE OR TO INCREASE THE AMOUNT OF THE SECURITY DEPOSIT. It is the responsibility of the Resident, prior to the beginning of the Use Period, to report to the Management Company any preexisting damage or condition in, or about, the Designated Recreation Facilities,**

which the Resident considers unacceptable. Failure to report any pre-existing damage or condition shall constitute acceptance by the Resident of the condition (including any pre-existing conditions) of the Designated Recreational Facilities for the Resident's intended use and Purpose. The Resident must report Pre-existing damage or unacceptable conditions to: **COMMUNITY SOLUTIONS 713-429-5440.**

4.02 **Inspection.** The Management Company, or other authorized representative of the Association will inspect the Designated Recreational Facilities. The purpose of the inspection will be to determine if the Designated Recreational Facilities require any repair or replacement of any items damaged during the Use Period. The Resident agrees that if, in the sole judgment of the Association the Designated Recreational Facilities need to be repaired or any damaged items need to be replaced, then the Association may immediately repair the Designated Recreational Facilities or replace the expenses incurred by the Association. If the repair or replacement cost exceeds the amount of the Security Deposit, the Resident agrees to pay such additional costs within thirty (30) days from the date of written notice from the Association stating the amount due, and if any such costs or fines are not paid within thirty (30) days from the date of the written notice, interest shall accrue on any unpaid amounts at the lesser of eighteen percent (18%) per annum or the maximum legal rate of interest then prevailing, from the thirtieth day following the date of the written notice until paid. All such amounts shall be added to and become a part of the assessment due by the Resident, and shall be enforceable as an assessment in accordance with the Declaration of Covenants, Conditions and Restrictions for Lakes of Woodtrace. The selection of the contractor for any repair or replacement shall be done within the sole discretion of the Association or its authorized representative.

V.
INDEMNITY

RESIDENT ASSUMES COMPLETE AND SOLE RESPONSIBILTIIY AND LIABILITY FOR ANY AND ALL INJURY OR DEATH TO PERSON, OR DAMAGE TO PROPERTY, REAL OR PERSONAL, DURING THE USE PERIOD, AND RESIDENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY AND ALL LOSSESS, DAMAGES, CLAIMS, DEMANDS, ACTIONS, SUITS OR PROCEEDINGS MADE AGAINST THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND /OR AGENTS ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE DESIGNATED RECREATIONAL FACILITIES BY RESIDENT, RESIDENT'S INVITEES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, PROVIDED THAT THIS SHALL NOT OBLIGATE THE RESIDENT TO ANY LIABLITY 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 DISCRESTION OF THE ASSOCIATION.

VI.
MISCELLANEOUS

6.01. **Governing Law.** This Agreement 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 Montgomery County, Texas.

6.02. **Binding Effect.** This Agreement 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.

6.03. **Severability.** In case any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if the invalid, illegal or unenforceable provisions had never been contained herein.

6.04. **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.

6.05. **Entire Agreement.** This Agreement and exhibits and attachments hereto constitute the sole and only agreement of the parties and supersede any prior understandings, or written, or oral agreements between the parties with respect to the use of the designated facilities.

6.06. **Completed Agreement.** This signed and completed Agreement, together with the applicable Fees, should be returned to:

Community Solutions
P.O. Box 5191
Katy, Texas 77491
service@csutx.com
Fax: 713-344-0472

I CERTIFY AND ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND THIS AGREEMENT. I FURTHER STATE THAT I VOLUNTARILY ENTERED INTO THIS AGREEMENT AND I AGREED TO BE BOUND BY ALL ITS TERMS AND CONDITIONS.

Signed and submitted by Resident on this _____ day of _____ 20____.

RESIDENT

ASSOCIATION

By the Management Company
As the Managing Agent

Signature of Resident

By: _____

Printed Name

Printed Name: _____

Signature of Resident

Title: _____

Printed Name

**Exhibit “A”– Clubhouse Rules
For Recreational Facilities Reservation and Use Agreement
CLUBHOUSE CLOSSES AT MIDNIGHT**

1. Non-Resident use of the clubhouse is not permitted.
2. No animals or pets shall be permitted in the clubhouse.
3. No one shall be allowed in the clubhouse in wet bathing suits.
4. No one shall be allowed in the clubhouse without shoes & shirt.
5. No children shall be left unattended in the clubhouse
6. The Resident shall be responsible for all damage done by household Residents, tenants, or guests.
7. Parties with people under twenty-five (25) years of age must have adequate supervision. Adequate supervision is a person twenty-five (25) years of age or older in the Clubhouse with the following ratio:
 - i. 1-20 persons: at least 2 supervising people.
 - ii. 21-40 persons: at least 3 supervising people.
 - iii. 41-50 persons: at least 4 supervising people
8. The maximum capacity of the Clubhouse is 50 people.
9. All trash shall be removed at the immediate end of the event (next day clean up is not acceptable).
10. Trash should be double bagged to prevent liquids from seeping onto the floor of the clubhouse.
11. No event may extend past the established time, except with prior written approval by management.
12. No live bands shall be permitted, except with prior written approval by management.
13. No smoking shall be allowed except in designated “outdoor” smoking areas.
14. The “Reserving Resident” shall be in attendance for the duration of the event, with no exceptions
15. Management shall look only to the “Reserving Resident” for the return of access card/key (if applicable) and the completion of all clean up required.
16. Clubhouse can be reserved only four (4) times per year per address
17. Any decorations used during the Use Period must be temporary in nature and must not mar any walls or other surfaces
18. No adhesive tape is allowed on any surfaces. Masking tape is normally acceptable if done reasonably and is limited to glass and plastic surfaces.

19. No Confetti
20. No un-weighted balloons
21. The use of tacks, nails or staples on the walls, floors, ceiling or other surfaces is prohibited.
22. Management reserves the right to require the “Reserving Resident” to pay for the cost of a security officer at larger events.
23. Sofa, chairs, lamps, coffee table and rug must not be moved.
24. The resident will notify the Management Company if the first aid kit or fire extinguishers are used during the Use Period.
25. The Resident will coordinate pickup and return of the Clubhouse key with the Management Company.
26. Immediately following the Use Period, the Resident will:
 - i. Report any damages or problems to the Management Company;
 - ii. Return all chairs to their proper position; and,
 - iii. Properly close and lock exterior doors.
27. CLUBHOUSE HOURS: THE CLUBHOUSE IS ONLY OPEN WHEN IT IS RESERVED AND WILL LOCK AT MIDNIGHT