

# HUNTERS GLEN IV CLUBHOUSE/POOL AGREEMENT

## 790 LEXINGTON MISSOURI CITY TX 77489

WOULD YOU LIKE A WALK-THROUGH BEFORE YOUR RENTAL?  
YES\_\_\_\_ NO\_\_\_\_

All premises belonging to the Hunters Glen Section IV Home-Owners' Association (HGIV HOA) may be rented under the following terms and conditions stated in this agreement as follows:

- ◆ The swimming pool area, which includes the pool and deck area, cannot be leased prior to or after the scheduled swim season and is subject to all of the rules in this agreement pertaining to this pool area.
- ◆ The clubhouse rental includes the interior building and the deck, not the but not the pool.
- ◆ The clubhouse is a non-smoking facility.
- ◆ Alcoholic beverages are not allowed in the clubhouse or on any of the HGIV HOA common grounds.
- ◆ Upon completion of his/her function, **the lessee is responsible for the immediate removal and disposal of trash and any other items brought onto the premises.**
- ◆ The maximum capacity of the clubhouse is 80 people.
- ◆ All pool events requiring access to the pool area must begin outside of pool hours -- before 2pm or after 8pm on Tuesday thru Sunday during swim season, subject to agreement with the contractor responsible for pool management.
- ◆ Clubhouse access for adult (over 21 years of age) events must end by 1:00 A.M. All other events must end by 11:00 P.M. .
- ◆ Access to the pool for all events must end no later than 11:00 pm.
- ◆ Keys should remain with the lessee during the event and then returned to the management company or assigned homeowner's association representative within 48 hours after the scheduled event.

Parties Involved:

LESSEE

Must be a homeowner in good standing with the HGIV HOA. Maintenance fees and other penalty charges applying to the homeowner requesting to lease the facilities must be paid in full. The lessee should remain at the clubhouse during the scheduled event and clean up.

KEYS

The lessee is solely responsible for the clubhouse keys. The keys should remain with the lessee during the event and then returned to the management company or assigned homeowner's association representative within 48 hours after the scheduled event. If the keys are not returned within the 48-hour period, the cost of re-keying the clubhouse will be deducted from the homeowner's (lessee) deposit. Any additional costs will be billed to the homeowner.

PEACE OFFICER

The peace officer will be reserved by the management company representative or the HGIV Board of Directors and will be a certified peace officer of the state of Texas. The HGIV HOA reserves the right to require a peace officer at any function it deems necessary for the safety and protection of other homeowners and guests. A peace officer may also be reserved at the request of the homeowner subject to the section of the Rental Agreement pertaining to "Fees" and/or attached payment schedule. Any and all fees incurred are payable by the homeowner/lessee.

**TEEN/YOUNG ADULT (12- 20 YEARS OF AGE) POOL AND/OR CLUBHOUSE RENTALS ARE REQUIRED TO HIRE A CERTIFIED PEACE OFFICER FOR THE ENTIRE FUNCTION. PROOF OF CONTRACT OF SAID HIRED OFFICER MUST BE PRESENTED BEFORE RENTAL DATE TO THE MANAGEMENT COMPANY.**

LIFEGUARDS

Certified lifeguards must be present during pool or pool area use. At least two lifeguards must be present whenever the clubhouse is rented for any function involving the use of the pool. The pool and the clubhouse cannot be rented at the same time during regular pool hours. Pool rentals are to be made before or after regular pool hours. The lifeguards will be arranged/reserved by the pool contractor. The number of lifeguards required will be determined based on the number of guests using the facility or any other criteria that the pool contractor may deem appropriate.

Cancellation Policy for Pool Usage/Lifeguard Fees:

Parties may be canceled a minimum of one (1) business day in advance of the party date. The lessee's administration fee will not be refunded and lifeguard fees will be refunded upon pool management's approval.

Inclement Weather Cancellation:

A party may be canceled if at least one (1) hour notice is given. To do so, a person-to-person conversation must take place between the Lessee and the Contractor. The lessee will be charged for the first hour of any party that fails to cancel without at least one-hour notice during times of inclement weather.

Cancellation Policy for Clubhouse Usage:

The lessee must cancel any scheduled event a minimum of two (2) business days (non weekend or holiday) prior to the scheduled date of the event. Failure to comply will subject the Lessee to forfeiture of the rental and the peace officer's fees where applicable. Any modifications (hours of usage, number of attendees, or peace officers requirements, etc.), which might impact the projected fees payable must be submitted a minimum of two (2) business days (non-weekend or holidays) prior to the scheduled date for the event .

RULES

- ◆ Any and all swimming pool rules must be adhered to and followed. This includes all posted and any additional rules that the HGIV HOA and/or lifeguards may enact to ensure the safety of the guests using the premises. The lessee is responsible for informing their guests that they may obey any and all rules, as well as instructions given by the lifeguards.
- ◆ Alcoholic beverages should not be served or consumed on HGIV premises.
- ◆ Throughout the duration of all youth functions, (defined as a gathering in which the primary participants are under 21 years of age) there shall be present at least one adult who is at least 21 years of age, for every 10 youth.
- ◆ All functions must be conducted in such a manner that no disturbance is created for the neighbors directly surrounding the area.
- ◆ All laws and ordinances must be adhered to and complied with.
- ◆ At the discretion of the HGIV HOA Board of Directors and/or the pool Liaison, rental deposit will be forfeited and/or future rental privileges may be withheld from any lessee who function results in the following:
  - A. Damage to the premises
  - B. Creates a disturbance in the neighborhood
  - C. Violates any law or ordinance
  - D. Violates any terms or conditions of this rental agreement
  - E. Violates any pool rules or lifeguard authority during rental
- ◆ No decorations can be nailed, taped, or stapled to the walls.
- ◆ No smoking or alcoholic beverages are allowed within the clubhouse, the pool area, or on any other HGIV HOA Properties.
- ◆ **Failure to comply with any part of this contract will result in the forfeit of the entire amount of deposit.**

Homeowner's Initial: \_\_\_\_\_

## Clean-up

- ◆ All rented premises must be left clean and in an acceptable order.
- ◆ Cleaning supplies are to be supplied by the lessee. (example: mop, broom, cleaning chemicals)
- ◆ Floor should be swept and mopped.
- ◆ Chairs and tables must be folded, stacked and returned to their original place(s).
- ◆ Upon the completion of the reserved function, **the lessee is responsible for the immediate removal and disposal of the trash and/or any other related items or materials. not a part of the premises.**
- ◆ **If the trash is not immediately removed, the cost of removing it and any additional clean-up will be deducted from the lessee's deposit. Any additional costs will be billed to the lessee.**
- ◆ No decorations are to be nailed, taped or stapled to the walls.
- ◆ Use table decorations only.
- ◆ Failure to comply with any part of this contract will result in the forfeit of the entire amount of deposit.

## Waiver

The undersigned lessee agrees to indemnify and to hold Hunters Glen Section IV Homeowners Association harmless from all liabilities arising from the personal injury, death, property loss or damage resulting from, or incidental to, use of the Hunters Glen Section IV premises. If anyone sues the Hunters Glen Section IV Homeowners Association for any reason alleged to be related to the rental of the premises, including attendance at the event or function, Hunters Glen Section IV Homeowners' Association has the right to select counsel of its choice for its defense, and the lessee must pay for all attorney's fees, costs, and expenses. Hunters Glen Section IV Homeowners Association is duly authorized to utilize any legal recourse or any measures it deems necessary to collect any delinquent and/or damage fees or any other charges/costs incurred which result from negligence in the use of the clubhouse, pool area or the surrounding property.

## Premises Damage

The undersigned lessee accepts all liability for damages inflicted upon the premises during any function for which the undersigned lessee has requested the use of the premises. Liability and responsibility for damages shall extend only to such clean-up, repairs, or replacements, which will restore the premises, furniture, and/or equipment to a condition, equal to or better than the condition immediately preceding damage.

Hunters Glen Section IV Homeowners Association may, at its discretion, accept a monetary settlement for such damages.

Homeowner's Initial: \_\_\_\_\_

REFUND OF LESSEE'S DEPOSIT IS PENDING UPON INSPECTION OF THE CLUBHOUSE BY AN HGIV-HOA REPRESENTATIVE.

*Failure to comply with any part of this contract will result in the forfeit of the entire amount of deposit.*

## **Hunters Glen IV**

### **Fees Description**

All fees are payable to HGIV HOA:

- ◆ Fees pertaining to the hiring of Peace Officer(s) and lifeguards are guidelines only. They are based upon the conditions at the time this Rental Agreement was written. Actual fees are subject to change.
- ◆ A \$200.00 clean-up/damage deposit which may be used to pay for any other charges caused by lifeguard/ time overruns and any other expenses which the Association may incur and not paid for by the Lessee. The deposit will be refunded after the HGIV HOA Liaison has determined that the premises are clean, damage free and no other charges remain outstanding.
- ◆ A \$175.00 non-refundable rental fee for the use of the clubhouse and or a \$75.00 non-refundable pool rental fee for the use of the pool.
- ◆ A security fee up to \$40.00 per hour, subject to a 2 hour minimum for the peace officer where deemed required as previously stated.

Payable to the Pool Company:

A lifeguard fee up to \$30.00 per hour, per lifeguard (subject to a minimum of 2 hours) will be paid separately and directly to the pool management company that is hired by the Association, along with any non refundable administration fee(s).

A minimum of two (2) lifeguards will be required for any event. Please remember 1 to 50 people requires 2 lifeguards. Payment is to be rendered to the Association's authorized pool company prior to your event, with receipt of said confirmation from the pool company being received by the Association in advance of the event.

Method of Payment:

All fees (rental and deposits) listed above must be paid a minimum of 5 business days (no weekends or holidays) prior to the scheduled event. Payment in full of all fees, guarantees your booking.

Payment must be made by the following:

**EXACT AMOUNT BY CERTIFIED FUNDS or MONEY ORDER.**

Refund:

Refund of the deposit will be made at the discretion of the management company representative or Board of Directors. The refund will only be made after the premises have been inspected and found to be clean, in an acceptable order, and damage-free, as well as, all other fees and liabilities properly paid for. The determination of what is clean, in an acceptable order, and damage free, as well as, whether fees and liabilities are properly paid or what is to be paid is at the sole discretion and determination of the Board of Directors and its designated representative(s). The lessee must pay promptly (within 60 days) for any damages that exceed the clean-up/damage deposit or other pre-payments (exclusive of the non-refundable rental fee(s) that may have been paid by the lessee.

**POOL RENTALS:** Pool rental deposits will be withheld for any violations of the pool rules, lifeguard instructions and/ or failing to comply with lifeguard to guest ratio as stated in the pool rental application that accompanies this agreement.

**PLEASE NOTE: CLUBHOUSE DEPOSIT WILL BE REFUNDED IN A FORM OF A CHECK MADE PAYABLE TO THE HOMEOWNER NO LATER THAN 10 BUSINESS DAYS AFTER RENTAL DATE UPON CLUBHOUSE INSPECTION AND APPROVAL FOR REFUND.**

Homeowner's Initial: \_\_\_\_\_

**Payment Schedule**

**Payable to HGIV:**

Rental Fee for Clubhouse and Deck

|               |                                  |
|---------------|----------------------------------|
| Resident:     | \$175.00 with a \$200 Deposit    |
| Non-Resident: | \$300.00 with a \$300.00 Deposit |

Rental Fee for Pool \$75.00

Rental Fee for both Clubhouse and Pool \$250.00

Deposit (Clean-up/Damage) \$200.00

**Payable to Authorized Pool Company of HGIV:**

Lifeguards: @quoted price of lifeguard company/per guard \$ \_\_\_\_\_  
(2 guard, 2 hour min.)

Pool Company non refundable administration fee(s) \$ \_\_\_\_\_

**Total amount for event scheduled:** \$ \_\_\_\_\_

The undersigned has read and agrees to the aforementioned terms and conditions and hereby contracts to lease:

- A. The clubhouse/deck                      B. The pool area                      C. Both

Name of Lessee: \_\_\_\_\_ Property Address: \_\_\_\_\_

Home phone number: \_\_\_\_\_ Alternate phone number: \_\_\_\_\_

Type of Event: \_\_\_\_\_ Date of Event: \_\_\_\_\_

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_ Number of Guests: \_\_\_\_\_  
(Please include set up and clean up time)

**Failure to comply with any part of this contract will result in the forfeit of the entire amount of deposit.**

Acceptance of contract: \_\_\_\_\_  
(Homeowner's Signature and Date)

# Hunters Glen IV Rental Agreement

## Pre-Checklist

The following items are clean/or in working condition:

|                            | Yes | No  |
|----------------------------|-----|-----|
| 1. Floors - swept & mopped | ___ | ___ |
| 2. Restroom(s)             | ___ | ___ |
| 3. Table(s)/chairs         | ___ | ___ |
| 4. Refrigerator            | ___ | ___ |
| 5. Sink                    | ___ | ___ |
| 6. Locks                   | ___ | ___ |
| 7. Alarm system            | ___ | ___ |
| 8. Lights                  | ___ | ___ |
| 9. Trash removed           | ___ | ___ |

Comments: \_\_\_\_\_

\_\_\_\_\_

Lessee: \_\_\_\_\_ Address: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone # \_\_\_\_\_

Liaison: \_\_\_\_\_

*REFUND OF LESSEE'S DEPOSIT IS PENDING UPON INSPECTION OF THE CLUBHOUSE BY AN HGIV-HOA REPRESENTATIVE.*

*Failure to comply with any part of this contract will result in the forfeit of the entire amount of deposit.*





## CLUBHOUSE ALARM

### Directions for Disarming the Alarm:

When you enter the clubhouse, the alarm pad is on the left hand side hanging about eye level on the wall.

You must open the door to the alarm pad and enter your code which is:

\_\_\_\_\_  
(Alarm Code)

### Directions for Setting the Alarm:

When leaving the clubhouse, you need to make sure there isn't any movement in the room to set the alarm. A green light will appear and say READY. When ready, please reuse the alarm code provided above to you and properly arm and secure the clubhouse.

I, \_\_\_\_\_ understand the above written procedures  
(Print your name) given to me for the alarm system.

## HUNTER'S GLEN IV ADDENDUM RENTAL AGREEMENT

### **YOUR DEPOSIT WILL BE FORFEITED IF:**

- (1) The Clubhouse Main Room is not swept and mopped after the function;
- (2) The Lights, A/C or Heater is not turned off;
- (3) The Bathroom is not left in satisfactory manner;
- (4) The Alarm is not Armed (Set) or a False Alarm if the Police Department is dispatched;
- (5) The Door is not locked.
- (6) If Neighborhoods complain of noise or disturbances;
- (7) The trash is not removed from the premises at the end of the function; and
- (8) Holes or paint removed from the wall due to decorations.

Your signature is required below which clearly acknowledges that you have read the Contract and the above items and understand that YOU WILL forfeit your deposit (\$125.00) IF ANY OF THE VIOLATIONS OCCUR:

Renter FULL Name: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_ Rental date: \_\_\_\_\_



## WALK-THROUGH

As of July 19, 2007 the clubhouse and pool rentals are being offered a walk-through before their rental dates to ensure proper use of the clubhouse/pool facilities. The walk-through must be scheduled 1 week prior to clubhouse/pool rental date if rental requests for one. If homeowner chooses not to do a walk-through, the Hunters Glen IV Association, Inc. will not be responsible for any damages or undesired circumstances that happened during the rental and homeowner will be responsible for any penalties acquired(example: fee for setting off alarm.)

**\*\*\*\*The walk-through is highly recommended\*\*\*\***

I \_\_\_\_\_ would like to schedule the walk-through on \_\_\_\_\_

X \_\_\_\_\_ renter signature \_\_\_\_\_ date

I \_\_\_\_\_ would not like to walk-through.

X \_\_\_\_\_ renter signature \_\_\_\_\_ date

WALK-THROUGH CHECK LIST- DATE: \_\_\_\_\_

### CLUBHOUSE

I WAS SHOWN THE LOCATION & PROPER USE OF ALARM \_\_\_\_\_

I WAS SHOWN THE LOCATION OF TABLES, CHAIRS & CLEANING SUPPLIES \_\_\_\_\_

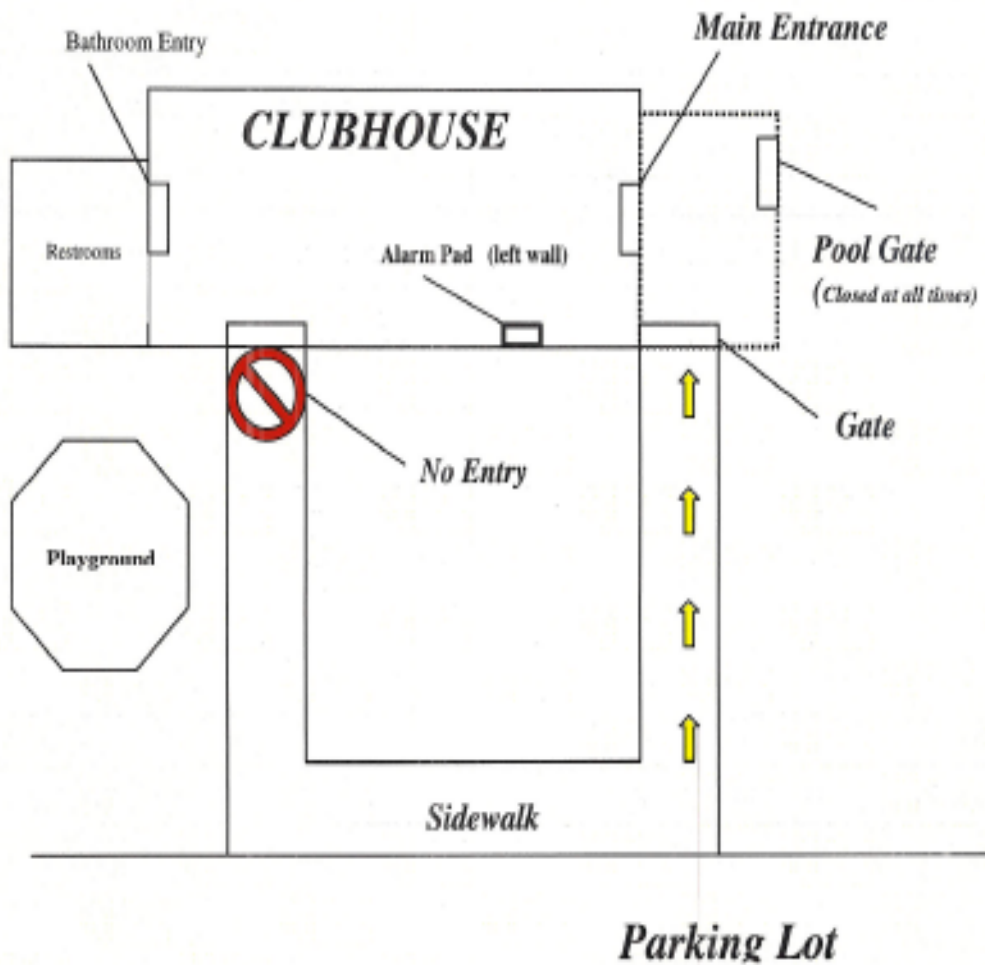
I WAS SHOWN THE LOCATION OF THE BATHROOMS & PROPER CLEANING \_\_\_\_\_

I WAS SHOWN THE LOCATION OF THE LIGHT SWITCHES \_\_\_\_\_

### POOL

I WAS SHOWN THE LOCATION OF THE POOL LIGHTS \_\_\_\_\_

I WAS SHOWN THE LOCATION OF THE DECK LIGHTS \_\_\_\_\_



## Hunters Glen IV Clubhouse Entrance Route

### Management Use Only:

Accepted

Rejected

\_\_\_\_\_  
(HGIV Board of Directors or Management co. representative)

\_\_\_\_\_  
Date

Current on Homeowner's Association dues? \_\_\_ Yes \_\_\_ No