

**CLUBHOUSE USE AGREEMENT**

Renter's Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Renter's Address \_\_\_\_\_ Today's Date \_\_\_\_\_

Date of rental: \_\_\_\_\_ Time; 7 hours max between 9am-11pm.

Include setup & cleanup. Consider allotting time to run the air conditioner before your event

(remotes in kitchen drawer); in summer, 2-3 hours suggested: from \_\_\_\_\_ to \_\_\_\_\_

No. Keys Provided \_\_\_\_\_

**Rental amount: \$200 (non-refundable)**

**Security Deposit amount: \$175 (refundable)**

This Clubhouse Use Agreement (this "**Agreement**") is entered into as of the Date of Rental described above, between the above-described Renter and the Meadowpark Homeowners Association, Inc., a Texas non-profit corporation (the "**HOA**"). Renter and the HOA agree as follows:

1. On the terms of this Agreement, for the Time described above on the Date of Rental, the HOA grants to Renter a right-of-use to the clubhouse, storage, pool (seasonally), restrooms, and parking facilities located at 4800 Spring Meadow Lane, Midland, Texas, 79705 (collectively, the "**Property**").

2. Renters must be residents of Meadowpark, in good standing with the HOA, and have all dues paid prior to being eligible to rent the Property. **Separate checks for the rental and security deposit shall be due at signing of this Agreement and payable to Meadowpark HOA.** Renter shall pay a fee of \$25 per bounced/returned check. Security deposit check will be destroyed by an HOA board member upon satisfactory walkthrough after rental Time. The HOA may apply the security deposit to clean or repair any damages to the Property caused by Renter or Renter's guests (normal wear and tear excepted), in which case the remaining deposit amount and an itemized deduction list will be sent to Renter's Address. Please abide by the following agreement and checklist to avoid deposit deductions and/or legal actions.

3. Renter will be present at the Property at all times and assume 100% responsibility for actions of all event attendees. (Clubhouse **Maximum Capacity: 35 occupants**. No commercial activity.) Renter shall become ineligible for future rentals of the Property if damages, contract violations, or law/ordinance violations occur.

4. Renter and event attendees will not use the Property in a way that violates any law/ordinance or Meadowpark HOA rule, including serving alcoholic beverages, underaged drinking, propping pool gate, and creating a nuisance by disturbing or inconveniencing nearby residents. The Property is non-smoking; there shall be no smoking or vaping in or around the Property. Loud gatherings are expressly prohibited. No loud music, yelling, or other disorderly conduct is allowed after 8:00 PM on the Property. Fellow members of the HOA should not be able to hear you in the Property. Except where required by applicable law, no pets or other animals are allowed on the

Property. No wet bathing suits are allowed in the clubhouse. The HOA reserves the right to immediately end the event upon discovery of contract or law/ordinance violations.

5. Renter and event attendees will not make any alterations to the premises. Renter shall keep the Property and the furniture, furnishings, appliances, fixtures, grounds, rental tables/chairs, which are provided for Renter's use, in a neat, clean, and orderly condition. All items not belonging to the Property, tape fragments, trash and residue shall be removed from the Property and all HOA property land at the end of the Time (no staples or nails allowed). Upon expiration of the Time, Renter agrees to return the Property to the same level of repair and cleanliness it was in at the inception of this Agreement. Renter acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings, and ceilings. Renter shall clean the Property at the end of the Time and return all furnished keys to the clubhouse's drop box (detailed checklist provided).

6. Renter covenants and agrees to take good care of the Property, fixtures, and appurtenances therein, and at the termination of the Time, by lapse of time or otherwise, to deliver the Property and all common areas associated therewith to the HOA in as good a condition as at the date of the commencement of the Time, ordinary wear and tear excepted. Renter will reimburse the HOA for the cost of any repairs, damages, or monetary losses occurring during this event that exceed the amount of the security deposit (within 30 days of being notified by the HOA). **RENTER AGREES TO BE SOLELY RESPONSIBLE FOR AND TO RELEASE, DEFEND, INDEMNIFY, PROTECT, PAY, AND REIMBURSE THE HOA FOR ANY DAMAGE TO THE PROPERTY (OR THE PERSONAL PROPERTY ASSOCIATED THEREWITH THAT IS FURNISHED OR CAUSED TO BE FURNISHED BY THE HOA) THAT IS CAUSED BY RENTER OR RENTER'S GUESTS, IN WHOLE OR IN PART, BEYOND NORMAL WEAR AND TEAR.**

7. **ASSUMPTION OF THE RISK AND INDEMNIFICATION.**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, RENTER HEREBY ASSUMES AND AGREES TO BE RESPONSIBLE FOR AND TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE HOA AND ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS (COLLECTIVELY, THE "HOA GROUP" FROM AND AGAINST ALL CLAIMS AND LIABILITIES BY ANY PERSON ARISING OUT OF OR CAUSED (IN WHOLE OR IN PART BY THE ACTIONS OR INACTIONS OF ANY MEMBER OF THE HOA GROUP, INCLUDING, WITHOUT LIMITATION, ALL SUCH CLAIMS AND LIABILITIES FOR PERSONAL INJURY OR DEATH (INCLUDING ILLNESS AND DISEASE, AND OTHER TORTIOUS INJURY, AND LOSSES TO EITHER PROPERTY OR PERSONS, WHICH MAY BE INCURRED BY RENTER OR ANY GUEST, CONTRACTOR, OR INVITEE OF RENTER THAT ARE RELATED TO, OR ARISE OUT OF THE PROPERTY, THE RIGHTS OR INTERESTS GRANTED UNDER THIS AGREEMENT, OR ANY ACTIONS OR INACTIONS OF RENTER OR ANY MEMBER OF THE HOA GROUP REGARDLESS OF HOW SUCH CLAIMS OR LIABILITIES WERE CAUSED OR CREATED, INCLUDING, WITHOUT LIMITATION, CLAIMS OR LIABILITIES CAUSED IN WHOLE OR IN PART BY ANY MEMBER OF THE HOA GROUP'S FAULT OR NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, JOINT OR CONCURRENT NEGLIGENCE, OR ANY OTHER THEORY OF LEGAL LIABILITY,**

**INCLUDING STRICT LIABILITY; HOWEVER, RENTER SHALL NOT BE OBLIGATED TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE HOA GROUP FROM ANY LIABILITIES OR CLAIMS THAT WERE DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE HOA GROUP.**

8. This Agreement grants Renter right of use of the Property only for the Time. Renter will have access to the clubhouse, storage room, pool (during pool season), and restrooms; however, Renter shall not be entitled to exclusive use of the Property, as the HOA cannot restrict the residential access to the pool, restrooms, common land, and parking lots. The HOA may grant a right of use of the Property to persons other than Renter in the HOA's sole and absolute discretion without notice to Renter and without Renter's consent. Parking is first come/first serve basis. **Do not block passages incase of emergency vehicles.** You will only be responsible for cleaning up after your party. Please make us aware if residents outside your party have dirtied the pool, parking lot, or restroom areas.

9. **BE AWARE OF DROWNING HAZARDS. THERE IS ACCESS TO THE POOL FROM THE CLUBHOUSE AS WELL AS THE HALLWAY THAT LEADS TO THE BATHROOMS. PLEASE MAKE SURE ALL EVENT ATTENDEES, ESPECIALLY CHILDREN, ARE CAREFULLY MONITORED AT ALL TIMES, AND NEVER ALLOW THE POOL GATE TO BE PROPPED OPEN. NO LIFEGUARD IS ON DUTY AT ANY TIME.**

Renter, Initial to indicate you have thoroughly read this drowning hazard clause \_\_\_\_\_

10. A waiver of any breach of any of the terms of this Agreement shall be effective only if in writing and signed by the party against whom such waiver or breach is claimed. No waiver of any breach shall be deemed a waiver of any other subsequent breach. The terms of this Agreement are not to be interpreted, explained, or supplemented by course of performance or prior course of dealings. **Any amendment to this Agreement is effective only if it is in writing and signed by both Renter and an authorized officer of the HOA.** This Agreement cancels and replaces any prior understanding of any party on the matters that it covers and represents the entire understanding of the parties on those matters contained herein.

11. Renter agrees to immediately vacate and surrender the Property to the HOA on the HOA's demand upon the termination of this Agreement or otherwise. Renter agrees that upon Renter's receipt of notice to vacate the Property from the HOA, the HOA may immediately pursue all legal remedies to remove Renter from the Property, including, but not limited to, Renter's immediate removal by writ of possession. Renter has no right of "hold over" and Renter agrees to protect, indemnify, release, and defend the HOA from all necessary steps taken to remove the Renter in the event the Renter fails to vacate the Property on demand by the HOA.

12. Renter agrees to pay all reasonable attorneys' fees and other expenses involved in the eviction or removal of Renter (or any of Renter's guests, contractors, licensees, or invitees) from the Property and the enforcement of the HOA's rights under this Agreement, including the HOA's release, defense, and similar rights above.

13. **NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, THIS AGREEMENT NEITHER CREATES NOR SHALL IT BE CONSTRUED AS CREATING A TENANCY, LODGING, OR LEASEHOLD INTEREST OF ANY KIND; RATHER, IT CREATES, AND SHALL BE CONSTRUED AS CREATING A**

**LICENSE WHICH THE HOA MAY REVOKE AT ANY TIME. NO EXCLUSIVE RIGHT OF POSSESSION IS GRANTED TO RENTER HEREUNDER. RENTER HAS A RIGHT OF USE OF THE PROPERTY ONLY FOR THE TERM AS DESCRIBED HEREIN.**

**14. Please review the following checklist of cleanup required within the time of your scheduled event. Renter will be responsible for cleaning, maintenance, damage and replacement fees if necessary. (Paper goods will not be provided.)**

- \_\_\_\_\_ pool area left in the condition you found it
- \_\_\_\_\_ party chairs/ tables cleaned & returned to storage room
- \_\_\_\_\_ clubhouse furniture returned to its original position
- \_\_\_\_\_ refrigerator emptied of your stored items & cleaned
- \_\_\_\_\_ microwave cleaned
- \_\_\_\_\_ all command hooks, tape fragments, etc. removed & no residue remains
- \_\_\_\_\_ floor clean (broom, mop, bucket located in storage room)
- \_\_\_\_\_ rugs clean (vacuum located in storage room)
- \_\_\_\_\_ all Renter's/guests' items removed from the Property
- \_\_\_\_\_ trashcans & all trash emptied into trash dumpsters (one is located behind the pool)
- \_\_\_\_\_ glass windows/glass doors clean
- \_\_\_\_\_ restrooms checked, in good condition
- \_\_\_\_\_ heating/cooling units OFF
- \_\_\_\_\_ fans, lights, television OFF
- \_\_\_\_\_ storage room LOCKED
- \_\_\_\_\_ doors to restroom hallway (from clubhouse & pool) LOCKED
- \_\_\_\_\_ door to pool (from clubhouse) LOCKED
- \_\_\_\_\_ clubhouse front door LOCKED
- \_\_\_\_\_ keys placed in drop box (outside clubhouse front door)

**The following parties have read, understand, and agree to all portions of this Agreement:**

**RENTER:**

**THE HOA:**

Meadowpark Homeowners Associations, Inc.

Signed: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_