

# Lincoln Green East Community Improvement Association

## Clubhouse Rental Contract (2023)

STATE OF TEXAS  
COUNTY OF HARRIS

**WHEREAS**, LINCOLN GREEN EAST COMMUNITY IMPROVEMENT ASSOCIATION (Herein referred to as the "Association"), is the owner and/or operator of a Clubhouse serving the residents of the LINCOLN GREEN EAST subdivision in Harris County, Texas and

**WHEREAS**, the resident desires to reserve the said Clubhouse, owned and/or operated by the Association, and use the same for a private event to be held by \_\_\_\_\_ (Name) residing at \_\_\_\_\_ (Property Address) starting at \_\_\_\_\_ (am/pm) on \_\_\_\_\_ (Date), ending at \_\_\_\_\_ (am/pm) and to be contacted at \_\_\_\_\_ (phone number) for the purposes of \_\_\_\_\_ (Birthday Party, Luncheon, Meeting, etc.) Keyfob# \_\_\_\_\_ **CHECK ALL THAT APPLY** Age Group  
 (1-20)  (21-35)  (36-50)  (51-80)

**WHEREAS**, the resident/homeowner is a member in good standing of the Association and is not delinquent in the payment of annual assessments.

**WHEREAS**, this contract does not include access to the enclosed pool area and does not include usage of the Community Pool.

**NOW, THEREFORE**, in consideration of the sum of **\$200 for up to 6 hours** will apply. This money paid by the resident/homeowner shall represent the rental fee. In consideration of the sum of **\$300.00** and other goods and valuables consideration to the undersigned, money paid by the resident shall represent a reservation deposit for the purpose of repairs, custodian fee and the deposit shall be refunded in the event the Clubhouse is returned in the same manner it as prior to rental. Total rental fees are due prior to date of event. The deposit will not be refunded if ALL items on the attached Inspection Form are not completed in an acceptable manner. In the event of damages exceed the deposit, the undersigned agrees and will be held responsible for any and all damages to facilities and its fixtures related thereto. Resident will pay same upon presentation of invoice and/or agrees for lien in the amount of damages to be placed against their property.

1. The Association shall not be liable for any claims or demands of any kind arising out of the undersigned's use or occupancy of the Clubhouse, or for any claims or demands of any kind resulting from loss of life, personal injury and/or damages to property incurred or sustained by the undersigned or any of undersigned's guests, invites, licensees, employees, agents or contractors and arising directly or indirectly, proximately or remotely from or out of the undersigned's use of the Clubhouse for the purpose of conducting a private party.

2. The resident has agreed and by these presents does agree to indemnify and forever hold the Association, its officers, employees, successors and assigns harmless from any and all claims, liability, actions, charges or expenses (including attorney's fees) in connection with the loss of life, personal injury, and/or damage to property arising or alleged to arise directly or indirectly from or out of the occurrence of any event or occurrence upon or within the Clubhouse or while the undersigned, or undersigned's guests, invites, employees, agents and/or contractors are in route to or from the Clubhouse, before, during and after the private party to be held by the undersigned, and the undersigned, on behalf of himself/herself, themselves/has/have released and do hereby release the Association, its employees, officers, successors and assigns from and against any and all such claims, actions and damages arising directly or indirectly out of the use of the Clubhouse by the undersigned for the above stated purposes.

**NOW THEREFORE**, the Association and the Homeowner/Resident agree as follows:

**RENTAL FEES.** The Association grants to the homeowner the use of the CLUBHOUSE on \_\_\_\_\_  
Starting time \_\_\_\_\_, Ending time \_\_\_\_\_. The event cannot continue beyond 12AM  
Friday/Saturday and 10 PM any other day. Total number of participants not to exceed \_\_\_\_\_.

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

1. **MAXIMUM OCCUPANCY.** The maximum occupancy for the Clubhouse is 64.
2. The Homeowner/Resident agrees to use the CLUBHOUSE in accordance with the following rules and agrees that he/she is responsible for the safety, security, and actions of the attendants and guests:
  - a. No tape, staples, glue, banners, balloons, etc., are allowed on the walls, ceiling, doors, windows, fans, trees, plants or exterior building structure.
  - b. Children's parties must have parental/adult supervision. This rule applies for children under the age of eighteen (18). In accordance with the Texas Department of Health rules, there must be one adult for every ten (10) children.
  - c. The Homeowner/Resident renting the Clubhouse is responsible for cleanup as described in the Inspection Form attached hereto as Exhibit "A" made a part hereof for all purposes. (ALL items must be completed for the deposit to be refunded.)
  - d. No alcohol in any form allowed on premises.
  - e. Unauthorized intoxicants, drugs, controlled substances and firearms are strictly prohibited.
  - f. The Clubhouse area will be closed by 12:00 am (NO EXCEPTIONS).
  - g. The Homeowner/Resident shall not leave the Clubhouse unattended at any time, unless they have been cleared by the association representative and the checklist has been reviewed.
  - h. Entry into the enclosed/gated pool area and splashpad is strictly forbidden under the rules of this agreement.
  - i. The Clubhouse is a Non-Smoking facility Inside & Outside.
  - j. No pets are allowed in the facility.
  - k. Vehicles illegally parked, parked on grass, blocking driveways, etc., will be towed without warning at the owner's expense.
  - l. All trash must be removed by the resident.
  - m. Return all chairs and tables to their original setup.
  - n. Setup time is included in the rental time.
  - o. Exterior doors are not permitted to be placed in an open position at any time except to bring in supplies or equipment for your event.
  - p. Grills, fryers, fire drums, food trucks, moon walks, rock walls, trampolines, etc. are not permitted without prior approval.
  - q. Camera is not allowed to be blocked at any time from any angle.
  - r. Violation of these rules may result in the loss of deposit.
  - s. The Homeowner/Resident is responsible for any damaged caused by their guests inside and outside the building.
  - t. Do not dispose of grease and food items in sinks and toilets.
  - u. The temperature for all events will be set at 72 degrees. Do not move or change the temperature without permission.
2. **SECURITY DEPOSIT.** At least fifteen (15) days prior to the scheduled function (20 days if the Homeowner delivers a personal check), the Homeowner shall deliver to the Association a cashier's check or money order in the amount of three hundred dollars (\$300) payable to the Association. The Security Deposit will be returned in full if:
  - (a) there is no damage to any portion of the Clubhouse resulting from, or attributable to, the Homeowner's use of the Clubhouse; or,
  - (b) there are no unacceptable areas shown on the Inspection form, attached hereto as Exhibit "A" and made a part hereof for all purposes.

(c) the Custodian or Association representative is not contacted on a holiday for any service. If there is any then the Security Deposit will be applied against the cost of repairs, cleanup or the amount shown in the Schedule of Fines for any unacceptable areas. The Schedule of Fines, as outlined in Exhibit "A" and made a part hereof for all purposes is accepted and agreed to by the Homeowner. It is the Homeowner's responsibility, at the beginning of the rental period, to report to the Managing Agent, any damage or other condition, which the Homeowner considers unacceptable. Failure to report such damage or condition shall constitute acceptance by the Homeowner of the condition of the Clubhouse. Cancellation and a fee of \$50.00 must be made to Lincoln Green East at least 10 days prior to the date of the event. Failure to cancel as indicated will result in a \$100.00 administrative/ cancellation fee.

3. **INSPECTION.** Before and at the end of the Homeowner's event in the Clubhouse, it shall be inspected by the assigned Managing Agent. The inspecting agent will use the attached Inspection Form as a guideline for inspecting the Clubhouse to determine if the Clubhouse requires any additional cleaning, repairs, or replacement of any items damaged resulting from, or attributable to, the Homeowner's use of the Clubhouse. The Homeowner agrees that if, in the judgment of the Association or any of its authorized representatives the Clubhouse needs to be cleaned or repaired or any damaged items replaced as a result of, or attributable to, the Homeowner's use of the Clubhouse or if the Security Deposit is not enough to pay for the cost of such items, or for any unacceptable items shown in the Inspection Form per the Schedule of Fines, then the Association may immediately clean or repair the Clubhouse or replace the damaged items and the charges therefore will be first applied against the Security Deposit and, if the Security Deposit is not adequate, then the Homeowner may be invoiced by the Association. The homeowner agrees to pay any invoice charges, per the Schedule of Fines, within thirty (30) days, and if any such invoice is not paid within thirty (30) days, interest shall accrue at a rate of eighteen percent (18%) per annum from the thirtieth day following the date of the invoice until paid and all such amounts shall be added to, and become part of, the assessment due by the Homeowner under the Restrictive Covenants. The selection of the contractor for any cleaning, repairing or replacement shall be within the sole discretion of the Association or its authorized representative.
4. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
5. **SEVERABILITY.** In case of anyone or more of the provisions contained in the Contract 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 contract shall be construed as if the invalid, illegal or unenforceable provisions had never been contained herein.
6. **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.
7. **ENTIRE AGREEMENT.** This Contract constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to the use of the Clubhouse during the term of the Contract.

**I CERTIFY AND ACKNOWLEDGE THAT I AM AT LEAST 21 YEARS OF AGE AND HAVE READ AND UNDERSTAND THIS CONTRACT. I FURTHER STATE THAT I VOLUNTARILY ENTERED INTO THIS CONTRACT AND I AGREE TO ITS TERMS AND CONDITIONS.**

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
SIGNATURE \_\_\_\_\_ ADDRESS \_\_\_\_\_

EXHIBIT A

LINCOLN GREEN EAST HOMEOWNERS' ASSOCIATION
INSPECTION FORM FOR CLUBHOUSE RENTAL

DATE OF RENTAL: (Date) BEFORE DATE OF INSPECTION: (Date) AFTER
NAME: ADDRESS: PHONE:

Table with 4 columns: AREAS OF INSPECTION (X - ACCEPTABLE 0 - UNACCEPTABLE), Before, After, Fee. Rows include items like FURNITURE CLEAN AND IN GOOD CONDITION, TRASH/REFUSE REMOVED FROM THE FACILITY, MICROWAVE OVEN AND FRIDGE CLEAN INSIDE AND OUT, etc.

LIGHTS TURNED OFF AND HEAT/AIR TURNED OFF OR SET AT APPROPRIATE SEASONAL TEMPERATURE AS INDICATED ON THERMOSTAT LABEL \$100

Please be aware that the temperature for all events will be set at 72 degrees. Do not move or change the temperature without permission. Please contact the Custodian or Association representative if there is an issue with the a/c or heat.

COMMENTS: (For any item marked unacceptable, describe in detail the reason. Add any other comments, which seem appropriate. ALL items on the inspection report MUST be "acceptable" for the deposit to be refunded.

Three horizontal lines for handwritten comments.

Inspection Before Rental

INSPECTOR DATE

RESIDENT DATE

Inspection After Rental

INSPECTOR DATE