

Brightwater Homeowners Association
Contract For Clubhouse
C/O Crest Management Co.
P.O. Box 219320 Houston, TX 77218-9320
281-579-0761
Fax: 281-599-8585

Re: Clubhouse Rental

Dear Resident:

Enclosed is a copy of Brightwater clubhouse rental contract for your review. Please complete, sign and return to our office with your security deposit and rental fee. Your security deposit will be refunded providing there are no damage or clean-up charges per your inspection form. Your reservation is not confirmed until Crest Management has receive the completed contract, rental check, and the cashier's check or money order for the security deposit. You will need to call Sam Simmons at (281) 579-0761 EXT.630 to verify receipt and to confirm your reservation.

THE RENTAL IS ON A FIRST COME BASIS.

Checks Should Be Made Out As Follows:

\$150.00- Payable to: Brightwater HOA (RENTAL FEE)

\$500.00 Cashier's Check Or Money Order Payable To: LEAVE BLANK (SECURITY DEPOSIT)

Contact Joanie Sharp, 281-499-3889 for arrangements to get the key and Inspection form.

If you have any concerns or questions, please contact, Sam at Crest Management's office at (281) 579-0761 EXT.630.

Sincerely,

Sam Simmons,
Agent For Lakes Of Brightwater
.....

Address of Brightwater clubhouse:
2410 Brightwater Dr.
Missouri City, TX 77459

**BRIGHTWATER HOMEOWNERS ASSOCIATION
CLUBHOUSE RENTAL CONTRACT**

THE STATE OF TEXAS
COUNTY OF FORT BEND

This Clubhouse Rental Contract ("Contract") is made and entered into by and between The Brightwater Homeowners Association (the "Association") and

("Resident"), _____ whose address is:

_____ Missouri City, TX 77459,
telephone number _____ cell # _____.

WHEREAS, the Resident is a member in good standing of the Association and specifically is not delinquent in the payment of the annual maintenance assessment or any special maintenance assessments or charges as those terms are used in (I) Declaration of Covenants, Conditions and Restrictions for Southshore, Sections One and Two; and (ii) the Master Declaration of Covenants, Conditions and Restrictions for Brightwater and any Supplemental Amendments thereto; and

WHEREAS, the Resident does not have pending before any forum, judicial, non-judicial or administrative, including any forum for alternative dispute resolution as that term is used in Title 7 of the Texas Civil Practice and Remedies Code, any dispute with or claim against the Association; and

WHEREAS, the Resident has agreed to and will assume complete, absolute, and sole personal responsibility and liability for any and all injury or damage to persons or property, real or personal, resulting from, or attributable to the Resident's rental of the Clubhouse;

NOW THEREFORE; the Association and the Resident agree as follows:

1. **EVENT:** The Association grants to the Resident the use of the Clubhouse on:

DATE AND TIME: _____, 20__ FROM _____ TO _____ AM / PM

The Type / Kind Of Event Planned: _____
_____.

FOR: CHILDREN ____ ADULTS ____ BOTH ____ WITH ESTIMATED _____ NUMBER OF GUESTS.

2. **FEES:** The resident agrees to pay a rental fee as follows: Clubhouse - Downstairs: \$150.00. Payable to: Brightwater HOA (RENTAL FEE)
3. **DEPOSIT:** \$500.00 in the form of a Cashier's Check Or Money Order Payable To: LEAVE BLANK . (SECURITY DEPOSIT)

ALL FUNCTIONS MUST END BY MIDNIGHT.

The clubhouse key must be picked up and returned by the resident using the clubhouse. Key may be picked up morning of function and returned by 10:00 a.m. the morning after your function. In any event the key cannot be kept longer than 24 hours.

RESIDENT MUST PROVIDE ALL CLEANING SUPPLIES, (I.E. WINDEX, FURNITURE POLISH, CARPET CLEANER, ALL PURPOSE CLEANER, PAPER TOWELS, MOP, ETC.). VACUUM IS PROVIDED.

CHECKS ARE PAYABLE TO: Brightwater Homeowners Association. The rental fee may be in the form of a personal check delivered or mailed to Crest Management Company **at least fourteen (14) days prior to the rental date. If the Clubhouse is not used and resident does not call to cancel at least seven (7) days in advance of the event, only half of the rental fee will be returned.** There will be no rental fee for Community Functions. Community Functions are defined as Board of Directors Meetings, Committee Meetings, and Annual or Special Meetings of the Association. However, if the Community Function is a social event, a Security Deposit will be required at the time the contract is signed.

SECURITY DEPOSIT: At the time this Contract is signed, the Resident shall deliver to the Association, **A CASHIER'S CHECK**, in the amount of **Five Hundred and 00/100 Dollars (\$500.00)**. The Security Deposit will be returned in full if: (a) there is no damage to any portion of the Facility covered by the Contract resulting from, or attributable to, the Resident's rental of the Clubhouse; or (b) there are no unacceptable areas shown on the Inspection Form, attached hereto as Exhibit "A-1" and made a part hereof for all purposes; or (c) Resident does not violate any of the rules described in Paragraph 2 above; or (d) Resident does not breach this contract. If there is any damage or any unacceptable areas shown on the Inspection Form, 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. The Schedule of Fines, attached hereto as exhibit "B" and made a part hereof for all purposes, is accepted and agreed to by the Resident. **It is the responsibility of the Resident, at the beginning of the rental period, to report to the Managing Agent for the Association, any damage or other condition, which the Resident considers unacceptable. Failure to report such damage or condition shall constitute acceptance by the Resident of the condition of the Clubhouse.**

IF OVER 90% OF THE DEPOSIT IS KEPT FOR CLEANING OR REPAIRS RENTAL PRIVILEGES WILL BE DENIED IN THE FUTURE.

2. **RULES:** The Resident agrees to use the Clubhouse in accordance with the following rules:
- (a) No smoking is permitted inside the Clubhouse.
 - (b) No alcohol is permitted.
 - (c) **NO RED BEVERAGES ALLOWED TO BE SERVED IN THE CLUB HOUSE.**
 - (d) The Resident renting the Clubhouse is responsible for clean-up (no later than 10:00 A.M. of morning after function) as described in the Inspection Form attached hereto as Exhibit "A-1" and made a part hereof for all purposes.
 - (e) Parties for teens or groups of adults under 25 years of age will be supervised by at least 2 adults and an off duty Missouri City policeman. At least fourteen (14) days before the party Crest Management must have the name and proof that the policeman will be present **or the party will be cancelled.** You can contact Dan Flagg at the Missouri City Police Department (phone # 281-261-4207) to set

this up.

- (f) The Resident must make sure all doors are closed and locked prior to closing. Turn off all lights and set the thermostat to the appropriate setting.
- (g) **Upholstered chairs, chest, sofa table, bakers rack, lamps and silk plants are not to be rearranged. (No decorations are to be put on silk plants.)**
- (h) No vehicles are to be parked under the Porte-cochere or where the curb is marked red.
- (i) **OCCUPANCY LIMIT.** The Resident agrees that no more than **60 persons**, including the Resident, will use the Clubhouse at any one time.
- (j) **ANY VIOLATION OF THESE RULES CAN RESULT IN FULL FORFEITURE OF DEPOSIT.**

These rental procedures and rules for the Clubhouse are subject to change without notice by the Board of Directors.

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

3. **INSPECTION.** The Clubhouse will be inspected at 10:00 A.M. the morning following the function. It shall be inspected by an authorized agent of the Association. 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 Resident's use of the Clubhouse. The Resident agrees that if, in the sole judgment of the Association or any of its authorized representatives: (a) the Clubhouse needs to be cleaned or repaired; or (b) any damaged items should be replaced as a result of, or attributable to, the Resident's use of the Clubhouse, whether or not the Security Deposit is enough to pay for the cost of such items, or for any unacceptable items, as 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. The amount of the Security Deposit will be applied to any costs, charges or expenses incurred by the Association, as a result of the Resident's use of the Clubhouse. If the Security Deposit is not adequate to pay for the foregoing, then the Resident will be responsible for all costs incurred and will be invoiced by the Association. The Resident agrees to pay any invoiced costs, charges, expenses or fines 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 Resident 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. **INDEMNITY.** The Resident agrees to assume complete and sole responsibility and liability for any and all injury, death, or damage to property, real or personal, during the term of this Contract. The Resident shall indemnify and hold the Association harmless from any and all claims, demands, actions, suits, or proceedings made against the Association arising out of, or in any way related to, the use of the Clubhouse by the Resident provided that this shall not obligate the Resident to any liability 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 discretion of the Association.

5. **GOVERNING LAW.** This Contract 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 Fort Bend County, Texas.

- 6. **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. If there is more than one Resident, they shall be bound jointly and severally by the terms, covenants and agreements herein.

7. **SEVERABILITY.** In case any one or more of the provisions contained in this 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.

8. **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.

9. **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 Resident's use of the Clubhouse.

.....
I UNDERSTAND BY SIGNING THIS CONTRACT I AM STATING THAT I HAVE RENTED THE CLUBHOUSE FOR MY USE AND NOT FOR THE USE OF A NON-RESIDENT. I FURTHER UNDERSTAND THAT SHOULD I ALLOW SOMEONE OTHER THAN MYSELF TO USE THE CLUBHOUSE I WILL FORFEIT ALL OF MY DEPOSIT.

I CERTIFY AND ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND THIS CONTRACT. I FURTHER STATE THAT I VOLUNTARILY ENTERED INTO THIS CONTRACT AND I AGREED TO ITS TERMS AND CONDITIONS.

Signed and accepted in County of Fort Bend, Texas, on this ___ day of _____, 200__.

BRIGHTWATER HOMEOWNERS ASSOCIATION

BY: CREST MANAGEMENT COMPANY,
as the Managing Agent

RESIDENT:

Signature of Resident

BY: _____

NAME: _____

Signature of Resident
(if more than one)

TITLE: _____

These cleanup guidelines must be followed or you will forfeit all or a portion of your deposit. See the Lakes of Brightwater homeowners Association Clubhouse Inspection form for more details.

Date of Rental _____ Resident (print name): _____

Residents Address: _____

AREA OF INSPECTION: FINES

All doors closed, locked and cleaned with glass cleaner inside and out if dirty	\$20.00-\$100
Trash taken home by renter; trash cans cleaned; remove any trash in parking lot.	\$20.00
Floors mopped (Kitchen, Bathroom and Entry) Clean Rug at entry- Laundered if necessary	\$20.00
Carpet vacuumed and any stains removed with carpet cleaner.	\$150. -\$200
Kitchen cleaned and refrigerator emptied and cleaned; Control dials put back to original settings if moved for cooling purposes. Faucets turned off	\$20.00
Bathroom clean (toilet, sink, mirror with glass cleaner, walls and stall and floor) Faucets turned off	\$20.00
All tables and upholstered chairs wiped off with cleaner	\$50.00
Tables damaged	\$100-\$500
Put furniture in original arrangement	\$100.00
Windows not broken: (cleaned with glass cleaner if dirty from fingerprints, decorations, etc.) Blinds can be opened and closed, but not parted. Blinds should be cleaned.	\$20.00-\$100
Walls and tables cleaned (NO decorations of any kind put on the walls or woodwork and there is to be no scotch tape put on the wooden furniture)	\$10.00-\$30
Clean glass doors on fireplace and cleaned hearth	\$10.00
Upholstered chairs (6) and rolling chairs (30), chest, sofa table, bakers rack, lamps (2), tables(5) and silk plants(5) are not to be moved. (There is to be no decorations of any kind placed on silk plants)	\$30.00
Turn out lights and unplug sound system (4 components) before exiting	\$20.00
Air conditioning re-set to 80 May-Sept.30th	\$20.00
Heat re-set to 60 Oct. 1 - April 30	\$20.00
No vehicles are to be parked under the Porte-cochere or where the Curb is marked red.	\$50.00
The Telephone and fire extinguisher are to be used only in emergency	
RESPECT NEIGHBORS BY KEEPING NOISY TO A MINIMUM.	
KEY RETURNED NEXT DAY DURING REQUIRED INSPECTION	

You must furnish your own cleaning supplies (i.e. Windex, furniture polish, all carpet carpet, purpose cleaner, paper towels, etc.)

I HAVE READ THE CLUBHOUSE INSPECTION FORM AND UNDERSTAND AND AGREE THAT I MUST COMPLY FULLY IN ORDER TO HAVE MY DEPOSIT RETURNED.

Signed by Resident at rental: _____ Date: _____

Signed by Resident after Deposit review: _____ Date: _____

Approved by Clubhouse Committee: _____ Date: _____

The Clubhouse has been inspected by the Clubhouse Committee before the rental.

See the Clubhouse Rental Contract for a inspection list.