Clubhouse Rental Policy

Eligible Users

Applicants must be an adult member (at least **21 years** of age) in good standing with the HOA and must be current on all fees and obligations to the HOA. Applicant must be present at the event and is responsible for the Clubhouse use. The HOA reserves the right to revoke, limit or prohibit use of the Clubhouse at any time to anyone.

Notwithstanding anything contained herein to the contrary, the HOA reserves their right to grant special accommodations to certain community groups or organizations for their regular use of the Clubhouse, approved by the board.

Reservations

Clubhouse reservations should be made at least fifteen (15) working days in advance and reservations are on a first-come first-serve basis. Any reservation made less than fifteen (15) working days in advance must be paid for with either a Cashier's Check or Monday Order. Clubhouse usage is for residents **ONLY** and the reservations must be made by the Applicant at the HOA management office at which the Applicant must provide the application, all fees, deposits, required documentation, including the Rental Policy & Agreement.

Fees, Security Deposit & Penalties

Unless otherwise determined by the HOA Board, each user shall be required to pay in advance by separate checks or transactions in the reside portal a **Rental Fee** (defined the fee schedule) and a **Security Deposit of $700** (the "Security Deposit"). Checks should be made payable to: **Firethorne Community Association, Inc**. The HOA reserves the right to cash both checks immediately upon receipt.

Applicant is responsible for any damage to the Clubhouse, kitchen and restrooms that occurs during the Applicant's rental. The HOA shall inspect the Clubhouse on the next business day following the rental. If the HOA discovers that the Clubhouse was not properly cleaned following the Applicant's rental or that damage has occurred, the HOA shall notify Applicant of such conditions within **fifteen (15) days**. The HOA's notice shall contain an invoice for the costs to clean the Clubhouse and/or the cost to make the needed repairs. The HOA may retain all or part of the security deposit to cover additional cleaning and/or repair cost if the Applicant does not clean the Clubhouse as required by this Agreement or if damage has occurred. Any remaining security deposit shall be returned to the Applicant within 30 days.

Cancellations

In order for an Applicant to receive a full refund of the deposit and rental fees, cancellations must be received by the HOA no later than **72 hours** prior to the event. The rental fee will be forfeited for any cancellations occurring with less than 72 hours' notice. During the **month of December**, Applicant must give notice of cancellation thirty **(30) days** in advance, or they will forfeit the rental fee.

Use Period

Rental of the Clubhouse allows the Applicant access to the Clubhouse from either 7**:00 a.m. to 2:00 p.m., 4:00 p.m. until midnight or all day (7:00 a.m. to midnight) on Friday, Saturday, or Sunday during the rental period. Weekday rentals are all daytime slots (7:00 a.m. to midnight).** All events must end at a time that allows for full cleanup and complete vacating of the clubhouse by 12:00 a.m. The clubhouse must be secured by this time to avoid activating the silent alarm. If the Applicant actives the silent alarm, any related fees will be the Applicant's responsibility. **The Applicant must return the key by 10:00 a.m. the next business day.**

Scope of Facility

The rental applies only to the Clubhouse building and everything inside, the pond area, and the parking lot.

Restrictions

The Fire Code restricts use of the Clubhouse to a **maximum of 90 people with tables and chairs** and **193 without tables**; therefore, the Clubhouse shall not be used for any group in excess of this number. Smoking or use of tobacco within the Clubhouse is prohibited and the Applicant assumes full responsibility for any violations of this regulation and related damages. No pets or animals are allowed in the Clubhouse or pavilion area at any time, except as required by law. No activities, decorations or other items that may cause permanent damage to the facility may be used, for examples staples and nails are not permitted on the wall's trees or decking. If an activity or decoration can be used without damage to the facility it may be allowed, when in doubt please ask.

Uniformed Security/Minors

The uniformed security guard must be arranged by Applicant by contacting Deputy Bautista at (832)731-6040 or via email at fortbendfreddie194@gmail.com. The cost for uniformed security is $50 per hour per officer with a 4-hour minimum. Hiring of private security is not allowed.

Payment for the uniformed security guard(s) is the responsibility of the Applicant, and a separate check will be required for this fee. A uniformed security guard is defined as an individual commissioned by the State of Texas as a peace officer and having jurisdiction in Fort Bend County.

A uniformed officer is **required** for any event with more than forty (40) people or if alcohol is being served.

- For events where more than ten (10) persons between the ages of 13-20 are anticipated to be present, an adult chaperon for every ten (10) persons between the ages of 13-20 is required.
- Applicants and adult chaperones will be liable for any illegal activities which may occur. Should Applicant rent the Clubhouse for a teen party, Applicant will insure that the party is properly supervised and controlled by someone twenty-one (21) years or older and that all the applicable curfew ordinances and laws as well as other ordinances and laws are followed. In all events, the event time frame must correspond to the time after which minors must not be out in public pursuant to any applicable curfew ordinances or laws.
- If security personnel are not arranged as required, and it is determined that attendance exceed forty (40) individuals or that alcohol is being served, the reserving party acknowledges and agrees that the deposit is subject to forfeiture.

Prohibited Purposes

Applicants shall not use, occupy, or permit the use of the Clubhouse for any purpose which is directly or indirectly prohibited by law, ordinance, order and government or municipal regulations, deed restrictions, bylaws, rules, and regulations governing the HOA or the subdivision or any written or verbal restrictions issued by a member of the HOA Board. In particular, the Applicant must adhere to all state laws regarding liquor.

Alcohol Policy

No alcohol shall be permitted at the Clubhouse unless the following rules are strictly observed:

- As stated above, for events with any alcohol being served a uniformed officer(s) is required.

  No alcohol should be served to anyone under the age of 21.
  No alcohol shall be sold; no "cash bar" shall be permitted.
  No person who is visibly intoxicated shall be served alcohol.

Key Rules and Condition after Use

The Clubhouse should look in the same condition that the Applicant found the Clubhouse prior to the event. Some key rules that apply are 1) no smoking or tobacco is even permitted inside the Clubhouse or its restrooms, 2) no food must be left on the premises or in the refrigerator, 3) all event trash must be removed from the facility and properly disposed of by the Applicant. If the bins outside are full, you must take the trash with you, 4) tables and chairs must be cleaned, 5) turn off all lights, 6) set the thermostat in the clubhouse at 75F, except in the winter months, when the thermostat should be set at 65F, 7) doors must be locked when Applicant leaves.

Failure to leave the Clubhouse in acceptable condition may result in a forfeiture of part or all of Applicant's Security Deposit. The Applicant agrees in advance to accept the determination of any HOA board member or designated inspector as to whether Applicant caused the violation provided that an inspection was done within the next business day after the end of the Applicant's reserved time, or prior to providing a key to the next user, whichever occurs earlier. Inspections shall be accomplished at the inspector's convenience, and it is not necessary that the Applicant be present.

Miscellaneous

Noise must be kept to a minimum in consideration of other residents. No loud music may be played outside after 10:00 p.m. Applicants are responsible for returning any keys provided in connection with the Agreement and Applicant acknowledges and agrees that if the Applicant does not return such keys as set forth herein, the HOA may replace the corresponding locks and keys at the Applicant's sole expense. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all the obligations of the parties to this Agreement are performable in Fort Bend County, Texas. In the event the HOA is compelled to retain the services of an attorney to enforce any of the provisions of or collect any sums due under this Agreement, the HOA shall be entitled to recover such attorney's fees from the Applicant. This Agreement shall not be assigned by the Applicant for any reason, and any such assignment is void and of no legal effect. The rights and obligations of this Agreement shall survive the termination of the rental period and this Agreement. Any notice, tender, or delivery to be given by either party to the other under this Agreement shall be sufficient if it is in writing and sent via hand delivery or by registered or certified mail, postage paid, return receipt requested and shall be deemed received the earlier of actual receipt, or deposit in the United States mail. If it is to the Applicant, notices shall be sent to the applicant's address herein and if to the HOA, notices shall be sent to Firethorne Community Association, 28128 N. Firethorne Rd., Katy, TX 77494. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, or unenforceability of any one provision does not affect any other provision of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision was never in the Agreement. This Agreement is the only agreement between the parties and supersedes any prior written or oral understanding between the parties about rental of the Clubhouse. All of the rights, duties, and obligations of the parties are completely and fully set forth in this Agreement.

Indemnification of the HOA

The HOA and Applicant agree that the HOA will not be liable to the Applicant or any other party for an injury to any person using the Clubhouse or its surrounding facilities during the Applicant's rental. Applicant shall defend, indemnify and hold harmless the HOA, the Board of Directors of the HOA, and their agents, representative, officers, directors, members, and contractors from and against any and all claims, actions, suits, damages, demands, losses, costs, expenses and disbursements, including court costs and attorney fees, resulting from any injuries or death of any person or damage to any property (including without limitation, damage to the Clubhouse by Applicant or any other real or personal property owned by the HOA in the subdivision.) arising out of, relating to or in connection with the rental or use of the Clubhouse or surrounding areas by the Applicant, the failure of the Applicant to perform and of its obligations hereunder, or the negligence or willful actions of the Applicant and Applicant's guests, invitees or others at the Clubhouse or subdivision in connection with Applicant's rental of the Clubhouse, even if caused or alleged to be caused by the sole, joint, comparative, concurrent, negligence or fault of the HOA, and even if any such claim, cause of action or suit is based upon or alleged to be based upon strict liability of the HOA. **THIS INDEMNITY AND RELEASE PROVISION IS INTENDED TO INDEMNIFY AND RELEASE THE HOA AGAINST THE CONSEQUENCES OF ITS OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN THE HOA IS SOLELY, JOINTLY COMPARATIVELY OR CONCURRENTLY NEGLIGENT OR OTHERWISE STRICTLY LIABLE.** To the extent permitted by the applicable law, any statutory or common law remedies, which are inconsistent with the provisions of the foregoing indemnity and waiver, are waived by the Applicant. This indemnity and release provision shall survive the termination or expiration of the Agreement.

_____ _____

(Homeowner Signature) **(Date)**

Fee Schedule:

All Rentals require $700 Deposit

More than 40 Guests: Uniformed Officer(s) required

Alcohol Being Served: Uniformed Officer(s) required

Weekday Rates: Weekdays are defined as Monday through Thursday

Daily Use:

- (8 AM – Midnight): $300 Rental Fee

Weekend Rates: Weekends are defined as Friday, Saturday, and Sunday

Daily Use:

- (7:00 AM – 2:00 PM): $600 Rental Fee
- (4:00 PM – MIDNIGHT): $600 Rental Fee
- (8:00 AM – MIDNIGHT): $850 Rental Fee

If any resident violates the Clubhouse rules a portion or the entire amount of security deposit will be forfeited.

Rental fee includes cleaning of clubhouse after use.

Firethorne Community Association

Clubhouse Rental Policy & Agreement

WHEREAS the applicant (the "Applicant") named below is a member of the Firethorne Community Association, Inc., a Texas non-profit corporation (the "HOA") and an owner residing in the home in the Firethorne Subdivision (the "Subdivision") in the Fort Bend County, Texas; and

WHEREAS the Applicant desires to rent either the Firethorne South Clubhouse located at 28800 S. Firethorne, Katy, Fort Bend County, Texas, or the Firethorne North Clubhouse located at 28100 N. Firethorne Rd. Katy, Fort Bend County, Texas (the "Clubhouse"), and

WHEREAS the HOA will only rent the Clubhouse if the Applicant agrees to be bound by the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the HOA's agreement to rent the Clubhouse on the hereinafter set forth terms and conditions and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant hereby agrees to the terms and conditions set forth herein.

Rentals/Reservation Information:

Applicants Name(s): _____

Applicant's Address: _____

Applicant's Phone (Cell): _____

Applicant's Phone (Alternate): _____

Applicant's Driver's License #: _____

Applicant's E-mail address: _____

Date Requested: _____(the "Rental Date")

Location:

☐ South Clubhouse ☐ North Clubhouse

Time Slot Requested:

☐Half – Day AM (7AM-2PM) ☐Half-Day PM (4PM-Midnight) ☐Full-Day (8AM-Midnight)

Event Description: _____

No. of Persons Attending: _____

No. of Persons between ages 13-20 Attending: _____

Beer/Wine or Other Alcoholic Beverages to be consumed? _____ Yes _____ No

Uniformed Security Guard to be Provided? Confirmed? _____ Yes _____ No

Guard Badge # _____Name: _____ Phone #: _____

HOA/Management Use Only:_____

Homeowner Account # _____

Fees & Payments

Security Deposit ($700): ☐ Paid ☐ Not Paid

Deposit Returned Date: _____

Rental Fee: ☐ Paid ☐ Not Paid **Payment Verified:** ☐ Yes ☐ No

Date Paid: _____

Key Issued #: _____ Key **Issue Date**: _____

Key Returned: ☐ Yes ☐ No **Key Return Date**: _____