



CLUBHOUSE RENTAL POLICY

Eligible Users

Applicants must be an adult member (at least **21 years** of age) of the Firethorne Community in good standing with the HOA. Applicant must be present at the event at all times 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 accommodation to certain community groups or organizations, as approved by the board.

Reservations

Clubhouse reservations should be made at least three (3) weeks in advance and are accepted on a first-come first-serve basis. Any reservation made less than three (3) weeks in advance must be paid for with either a Cashier's Check or Money Order.

To make a reservation, the Applicant must submit the completed application, the Rental Policy and Agreement, and the \$700.00 security deposit. **A reservation is not secure and will not be confirmed until the required deposit is received by the HOA.**

Fees, Security Deposit & Penalties

Unless otherwise determined by the HOA Board, each Applicant shall be required to pay in advance by separate checks or transactions in the resident 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.

The Applicant is responsible for any damage to the Clubhouse Facility, including, but not limited to: the main hall, the kitchen, the restrooms and the patio, that occurs during the rental period. The HOA shall inspect the Clubhouse immediately following the rental. If the HOA discovers that the Clubhouse was not properly maintained or that damage has occurred, the HOA shall notify Applicant of such conditions within **ten (10) business 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. Any remaining security deposit shall be returned to the Applicant within 30 days.

Cancellations

In cases of cancellation, the Applicant must cancel no later than three (3) business days before the event to receive a full refund of the rental fee and deposit. If cancellation is received with less than three (3) business days' notice, the rental fee will be forfeited.

For events scheduled in May, June, or December, cancellations must be received at least three (3) weeks in advance to avoid forfeiture of the rental fee.

Use Period and Fee Schedule

****No applicant, guest, vendor, or other attendee is permitted access to the Clubhouse prior to the Applicant's reserved rental start time. ****

All events must end early enough to allow for complete cleanup and full exit from the Clubhouse by the end of the rental period. The Clubhouse must be secured by that time to avoid activation of the alarm. If the Applicant activates the alarm, any related fees will be the Applicant's responsibility.

Fee Schedule	
Security Deposit – Required for All Rentals	\$700.00
Weekday Rental Fees <i>Monday - Thursday</i>	
All-Day 7 AM – 12 AM	\$300.00
Weekend Rental Fees <i>Friday, Saturday, Sunday</i>	
All-Day 7 AM – 12 AM	\$850.00
Half-Day 7 AM – 2 PM or 4 PM – 12 AM	\$600.00
** The rental fee includes the after-rental cleaning fee** ** If the renter violates the Clubhouse Rules, a portion or the entire amount of the security deposit will be forfeited**	

Clubhouse Keys

The Applicant must return the key by 10:00 a.m. the next business day.

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.

Scope of Facilities

Both clubhouses offer the same capacity and contents

- Capacity: 90 people with tables and chairs; 193 people standing room only, no tables
- Both Clubhouses are equipped with a full kitchen, restrooms and banquet room
- (15) 60-inch round tables
- (4) 6-foot rectangular tables
- (100) banquet chairs

Restrictions

1. The Fire Code restricts use of each Clubhouse to a **maximum of 90 people with tables and chairs and 193 without tables**; therefore, the Clubhouse should not be used for any group in excess of this number.
2. 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.
3. No pets or animals are allowed in the Clubhouse or pavilion area at any time, except as required by law.
4. 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 walls, patio/decking or trees. If an activity or decoration can be used without damage to the facility it may be allowed, when in doubt please ask.
5. Noise must be kept to a minimum in consideration of other residents. No loud music may be played outside after 10:00 p.m.

Uniformed Security/Minors

Uniformed security is **required** for any event with more than forty (40) people or for any event at which alcohol is present on the premises.

Applicants **MUST** use the security contact provided by the HOA to arrange all required uniformed security services for their event.

Deputy Bautista
(832)731-6040
fortbendfreddie194@gmail.com

Payment for the uniformed security guard(s) is the responsibility of the Applicant, and a separate check will be required for this fee.

Applicants will be liable for any illegal activities which may occur during the rental.

For teen parties or events involving minors, the Applicant must ensure that the event is properly supervised by an adult at least twenty-one (21) years old. All curfew ordinances and other applicable laws must be followed.

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 alcohol.

Alcohol Policy

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

1. As stated above, for events with any alcohol present on the premises a uniformed officer(s) is required.
2. No alcohol should be consumed by anyone under the age of 21.
3. No alcohol shall be sold; no "cash bar" shall be permitted.
4. No person who is visibly intoxicated shall be served alcohol.

Condition after Use

The Clubhouse must be left in the same condition in which it was found before the event. The following rules apply after use:

1. No food may be left on the premises or in the refrigerator.
2. All event trash must be removed from the facility and properly disposed of by the Applicant. If the outside bins are full, the Applicant must remove the trash from the property.
3. All tables and chairs must be wiped down and left clean for staff pickup and storage.
4. All lights must be turned off.
5. The thermostat must be set to 75°F, except during winter months (December – February), when it must be set to 65°F.
6. All doors must be locked when the 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. Inspections shall be accomplished at the inspector's convenience, and it is not necessary that the Applicant be present.

Miscellaneous

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, 28100 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.

ACCT #	
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KEY #	INITIAL

CLUBHOUSE RENTAL 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 Rd., Katy, Fort Bend County, Texas, or the North Firethorne 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.

Applicant’s Information	
Name	
Address	
Phone Number	
Driver’s License No.	
Email Address	

Reservation Information			
Requested Rental Date			
Location (Circle One)	North Clubhouse 28100 N Firethorne Rd.	South Clubhouse 28800 S. Firethorne Rd.	
Time Slot Requested (Circle One)	Full Day (7AM – 12AM)	Half-Day - AM (7 AM – 2PM)	Half-Day - PM (4 PM – 12 AM)
Event Description			
Estimated Number of Guests			
Will Alcoholic Beverages Be Present?	Yes	No	
Please Note that any reservation in which the estimated guest count is greater than 40 people and/or in which there will be alcohol present requires the presence of a uniformed security guard. You can coordinate with the community’s approved security guard, Deputy Bautista , at (832)731-6040 or fortbendfreddie194@gmail.com			

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, outdoor fireplace, or its surrounding facilities during the Applicant's rental. **TO THE FULLEST EXTENT PERMITTED BY LAW, APPLICANT HEREBY RELEASES AND WAIVES ANY CLAIMS AGAINST THE HOA, THE BOARD OF DIRECTORS OF THE HOA, AND THEIR AGENTS, REPRESENTATIVES, MEMBERS, OFFICERS, AND CONTRACTORS ARISING OUT OF OR RELATING TO APPLICANT’S RENTAL OR USE OF THE CLUBHOUSE, OUTDOOR FIREPLACE, OR SURROUNDING FACILITIES, INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE OF ANY RELEASED PARTY.** 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, and outdoor fireplace, 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, outdoor fireplace or surrounding areas by the Applicant, the failure of the Applicant to perform any 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, including without limitation the use or misuse of the outdoor fireplace, 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.** Applicant shall be responsible for ensuring that Applicant and Applicant’s guests and invitees comply with all rules adopted by the HOA for rental or use of the Clubhouse including without limitation use of the outdoor fireplace. 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)

For HOA Office Use Only		
Fees & Payments		
Security Deposit (\$700)	Check No.	
	Returned Date	
Rental Payment	Date Paid	
	Check No.	