

# 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 a home in the Firethorne Subdivision (the "Subdivision") in Fort Bend County, Texas; and

**WHEREAS**, the Applicant desires to rent the Firethorne Clubhouse located at 28800 S. Firethorne, Katy, Fort Bend Country, 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:

## **Rental/Reservation Information:**

Applicant's Name: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

Applicant's Phone (Home): \_\_\_\_\_

Applicant's Phone (Cell): \_\_\_\_\_

Applicant's Phone (Work): \_\_\_\_\_

Applicant's E-mail address: \_\_\_\_\_

Date Requested : \_\_\_\_\_ (the "Rental Date")

Event Description: \_\_\_\_\_

Event Timeframe: \_\_\_\_\_

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 # \_\_\_\_\_

## Firethorne Clubhouse Rental

Agree to adhere to the Firethorne Community Association Clubhouse Building and Reservation Regulations attached.

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Owner Signature

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Date

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Owner Address

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Phone

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TDL (copy required)

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Clubhouse Agent

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Date

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Inspection complete

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Deposit Returned

# **Firethorne Community Clubhouse Users**

**You are responsible for cleaning the Clubhouse after use.**

**Leave the Clubhouse in as good as or better condition than when you arrived.**

**A few simple rules -**

- (1) No smoking or tobacco use is ever allowed inside the Clubhouse or its restrooms.**
- (2) No food must be left on the premises- take it all home.**
- (3) Trash must be placed in the bins outside. Any overflow trash must leave with you.**
- (4) Kitchen & bathrooms –counters and sinks must be left free of debris.**
- (5) Floor must be swept to remove all debris**
- (6) Tables and chairs must be cleaned off and placed neatly back.**
- (7) Doors must be locked after you leave.**

**Failure to comply with any one rule may result in a damage deduction (minimum of \$100) being taken from your security deposit and potentially additional damage claims against you.**

**Kitchen appliances:**

**Turn off all kitchen cooking appliances after use and wipe clean before leaving.**

**Air conditioning:**

**When leaving Clubhouse set the thermostat to 75°F, except in winter months, when the thermostat should be set at 65°F.**

**Lights:**

**Turn off lights when Clubhouse not in use.**

**Please report any damage or problems to Firethorne Community Association: 281-693-0003**

## **Clubhouse Rental Policy**

### **Eligible Users**

Applicant 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 ten (10) working days in advance and reservations are on a first come first serve basis. Clubhouse usage is for residents ONLY and the reservations must be made by the Applicant at the HOA management office at which time 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 a Rental Fee (defined the fee schedule) and a security deposit of \$700 (the "Security Deposit"). Checks should be made payable to: **Firethorne Homeowners 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 condition 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 the 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 thirty (30) business days. If the cleaning costs or repair costs exceed the security deposit, then the Applicant agrees to immediately pay such amount to the HOA.

### **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 cancellation 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**

A rental of the Clubhouse allows the Applicant access of the Clubhouse from either 8:00 a.m. to 2 pm, 4 pm until midnight or all day (8am to midnight) on Friday, Saturday or Sunday during the rental period. All events must end and the patrons at the clubhouse vacated by 12:00 a.m. and the clubhouse must be completely cleaned and locked by 12:00 a.m. the night of the event to avoid activating the silent alarm. If the Applicant activates the silent alarm any related fees will be the Applicant's responsibility. The Applicant must return the key(s) by 10:00 a.m. the next business day. All doors to the Clubhouse must be locked when not in use.

## 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 92 persons with tables and chairs and 197 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 violation 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 walls, 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 emailing Deputy Bautista at [fortbendfreddie194@gmail.com](mailto:fortbendfreddie194@gmail.com)

**The current cost for the security guard(s) is \$40.00 each per hour with a 4-hour minimum, but prices are subject to change. 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.

- For events with any alcohol being served a uniformed officer is required.
- For more than 50 guests a uniformed officer is required
- All week-end rentals from 4pm to midnight or all day rentals a uniformed officer is required during the event.
- 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.
- Applicant 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.

## Prohibited Purposes

Applicant 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 shall 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.

## 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.

## Key Rules and Condition after Use

The Applicant is responsible for cleaning the Clubhouse after the event. The Clubhouse should look in the same condition that the Applicant found the Clubhouse in prior to the event. Some key rules that apply are 1) no smoking or tobacco is ever 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., 4) kitchen and bathroom appliances, counters, sinks and floors must be cleaned, 5) floor must be swept or vacuumed thoroughly to remove all debris, 6) tables and chairs must be cleaned and neatly placed back, 7)doors must be locked when Applicant leaves. Applicant will provide all cleaning supplies and equipment.

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 10:00pm. 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 attorneys' 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 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, illegality 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.

### **Important Notes**

After the event is concluded, the Applicant should: (i) set the thermostat in the clubhouse at 75°F, except in the winter months, when the thermostat should be set at 65°F; and (ii) turn off all lights. The HOA does not guarantee the usability of the kitchen appliances.

## Fee Schedule

**Weekday rates:** Weekdays are defined as Monday through Thursday

Daily Use (8AM-Midnight): \$150 with an additional \$100 cleaning fee  
\$700 refundable Security Deposit

More than 50 Guests: Uniformed Officer(s) required  
Alcohol Being Served: Uniformed Officer(s) required

**Weekend Rates:** Weekends are defined as Friday, Saturday and Sunday  
**Only "1" rental per day**

Daily Use:

- (8AM- 2PM): \$150 with an additional \$100 cleaning fee  
\$700 refundable Security Deposit

More than 50 Guests: Uniformed Officer(s) required  
Alcohol Being Served: Uniformed Officer(s) required

- (8AM – 4PM): \$250 with an additional \$150 cleaning fee  
\$700 refundable Security Deposit

More than 50 Guests: Uniformed Officer(s) required  
Alcohol Being Served: Uniformed Officer(s) required

- (4PM – MIDNIGHT): \$ 400 with an additional \$200 cleaning fee  
\$ 700 refundable Security Deposit  
Uniformed Officer(s) required during event

- (8AM – MIDNIGHT): \$ 550 with additional \$200 cleaning fee  
\$ 700 refundable Security Deposit  
Uniformed Officer(s) required during event

Uniformed Officer(s) have a 4 hr. minimum charge

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