

Lake Olympia Civic Association Marina Clubhouse

Dear Homeowner:

Pursuant to your request, enclosed is the Use Agreement for the Lake Olympia Civic Association's (the "Association") Clubhouse. Please note that the clubhouse is available for lease only to owners of property in the Lake Olympia subdivision, and such owners must be current in their assessments. Reservations are allowed to be made no more than 12 months in advance. Your rental of the clubhouse is limited to no more than three times in one year. Please read the contract carefully, sign on page 8, and return:

- 1) Signed Use Agreement;
- 2) \$300.00 Deposit; and \$600.00 Rental Fee: if payment is less than ten (10) days before the event only Money Orders or Cashier's Checks will be accepted. Please note the deposit and rental fee need to be paid with two (2) separate checks or money orders.
- 3) If applicable, copy of Security Agreement as required under paragraph 6, b.

The Clubhouse is available for rent on a first-come-first-served basis. Reservations are not finalized until all of the above items are in the possession of Sterling Association Services, Inc. Walk-in payment will take priority over mailed payments. If you elect to mail the above required items, please be aware that your preferred date may not be available if someone hand delivers the required items before the day's mail is processed. For faster processing of your mailed request, please mark the outside of your envelope, "LOCA Clubhouse Rental".

The door on the marina/pool side of the clubhouse is equipped with a keypad for keyless access. You may enter the clubhouse facility at 10:00am on the day of your reservation. Those needing early entry will be assessed an extra \$100.00 charge for early access and early cleanup.

The clubhouse has six (6) long rectangular tables –2.5' x 8' and seventeen (17) round tables – 5' across. There are a total of 195 chairs provided by the clubhouse. These tables may be carefully moved (do not drag) across the carpeted area. Please do not place tables and chairs on the wooden dance floor. The clubhouse will be open to view during normal business hours.

Please note that the cost for cleaning the Clubhouse is included in your rental fee. Cleaning service includes vacuuming, restroom cleaning and moving furniture back in place. Carpet cleaning is not included and a \$200.00 fee will be deducted from the deposit if carpet cleaning is required. A Cleaning and Departure Checklist is attached for your use. All clean up must be done the same day as the use, immediately after your event. Your deposit check will be deposited and, assuming cleaning charges are not necessary and there is no damage to the property, your deposit will be refunded within thirty days (30) days after your rental date. If you cancel this agreement less than forty-eight (48) hours prior to the beginning time in paragraph 2 of the Use Agreement, then the \$300.00 deposit shall be refunded, but the \$600.00 rental fee shall be forfeited.

All music must be played indoors, not on the deck, and doors to the deck should be kept closed. Loud music is not allowed.

Please note that the Security Alarm System must be armed and disarmed when entering or leaving the building. If you fail to disarm the alarm system when entering the building and the Police Department responds, a false alarm fee will be deducted from your deposit. You will be provided an alarm code to perform this function.

Should you have any questions, please feel free to call Sterling Association Services at (832) 678-4500.

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**CLUBHOUSE RENTAL
CLEANING AND DEPARTURE CHECKLIST**

The following are items that you should complete before leaving the Clubhouse from your rental.

CLUBHOUSE RENTAL CLEANING CHECKLIST

_____ Empty All Trash Cans

_____ Remove all personal items

_____ Remove all decorations

UPON LEAVING THE CLUBHOUSE:

_____ Lights Turned Off

_____ Reset all A/C Thermostats to 80 degrees or heat to 68 degrees

_____ Check to Make Sure All Doors are Securely Locked.

_____ Take garbage home for pick-up.

_____ Security Alarm must be turned off when entering the Clubhouse and turned on when leaving with the code provided.

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AGREEMENT FOR USE OF CLUBHOUSE

**EXPRESS DISCLAIMER OF LIABILITY,
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

THIS AGREEMENT is made this _____ day of, _____, 2017 between **Lake Olympia Civic Association**, a Texas Non-Profit Corporation (hereinafter referred to as "Association"), and _____ (hereinafter referred to as "Resident") and concerns the private use of the Lake Olympia Civic Association Clubhouse located at 180 Island Blvd. Missouri City, Texas 77459.

WITNESSETH

1. **PARTIES:** Lake Olympia Civic Association is the owner of that certain clubhouse located at 180 Island Blvd., Missouri City, Texas 77459; and _____ is a homeowner in the Lake Olympia subdivision and desires to use the clubhouse for a private function. The homeowner owns the property located at:

_____.

Daytime phone number: _____

Evening phone number: _____

2. **TERM:** Beginning at _____ AM/PM (circle one) on _____ (date) and ending at _____ AM/PM. Resident represents that approximately _____ guests will be using the clubhouse.
3. **RENTAL:** The Resident agrees to pay Association \$600.00, which is due at the time the reservation is made.
4. **SECURITY DEPOSIT:** Resident agrees to pay Association a deposit of \$300.00 to secure performance of this agreement by Resident. **The security deposit is due at the same time the rental fee is paid.** Association may use as much of the deposit as necessary to pay for damages

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resulting from Resident's use and as necessary Agreement for Use of Lake Olympia Clubhouse to satisfy Resident's obligations under this Lease. The unused portion of the deposit will be refunded to Resident, together with an itemized list of all deductions from the deposit within thirty (30) days after the Resident surrenders possession of the Clubhouse.

5. **UTILITIES:** Association agrees to pay all utility charges.

6. **USE OF PROPERTY:** The property shall be used by Resident for the following purposes only:
 - a) Resident must limit the size of any gathering to not more than 292 people. All minor children (under 18) must have one adult for every ten minors in attendance at all time. Alcoholic beverages must not be served to or consumed by anyone under the age of 21.
 - b) It is mandatory for the Resident to hire, and at his/her expense, an off duty law enforcement officer for any gathering of over 100 people or any gathering where alcohol will be served. A copy of the security agreement must be provided to (SASI) before the PIN number for access into the clubhouse is released.
 - c) All evening functions must be concluded by **11:00 p.m.** on Sunday through Thursday evenings and by **1:00 a.m.** on Friday and Saturday evenings.
 - d) Excessive noise and/or rowdy or unruly behavior will not be tolerated. If the Resident of the Agreement desires to play music, hire a Band, DJ Service or other Entertainer, Resident must keep all doors and windows to the clubhouse completely closed (except for entering and exiting the clubhouse) and comply with all noise and nuisance provisions as set forth in the Declaration for Lake Olympia. These forms of entertainment are permitted, however, the noise and volume must be kept at a level so as to not amplify over the water disturbing the peaceful enjoyment of neighboring homes. In the event that the police are called out for a noise disturbance, the Resident of the Clubhouse must immediately turn down the music to a level that will not generate additional calls to the police. In the event that the Resident fails to comply with this section or maintain the volume so as to not disrupt the peace or quiet enjoyment of the neighbors, the Police and/or Board will have the full authority to shut the event down early at the Resident's expense.
 - e) Visitors may park their cars in the parking area adjacent to the clubhouse in designated or clearly marked parking spaces.

7. **NO ASSIGNMENT OR SUBLEASE:** The Resident shall not assign this Lease or sublet any part of the Clubhouse.

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8. **RESIDENT IS RESPONSIBLE FOR THE FOLLOWING:**

- a) Following all Clubhouse rules as posted inside the Clubhouse and as set forth herein;
- b) **Leaving all sofas, chairs, end tables, accessories, and decorations belonging to the Association untouched and unmoved, other than the tables and chairs used for serving and seating. All chairs and tables must remain inside the facility.**
- c) Any damage to property, fixtures, floors, windows, doors, furniture or related equipment;
- d) Emptying trash cans and removing trash from the premises;
- e) Removing any decorations (NO confetti or glitter will be used at any time inside the facility), trash, additions or enhancements not on the premises at initial inspection;
- f) Removing any food, including any in the oven, refrigerator, cabinets or cupboards;
- g) Turning off the lights, music system, water faucets, warming ovens, coffee makers or any other appliances; and
- h) Locking all doors. Resident is responsible for subsequent damage and/or theft as a result of failure to secure the Clubhouse.

9. **WALK THROUGH INSPECTION:** Walk through inspections are **NOT** required the morning after your event.

10. **NO SMOKING IS ALLOWED IN THE CLUBHOUSE!**

11. **PETS:** No pets of any kind are allowed in clubhouse.

12. **PERSONAL BELONGINGS:** The Resident shall remove all of Resident's property at the end of the lease. Association is not responsible for any personal belongings or items left behind by Resident. Any property left behind shall become the property of Association and may be thrown out.

13. **CONDITION OF PROPERTY:** Resident has examined the clubhouse and accepts the Property, furniture and appliances in its current condition and state of repair. Upon expiration of the lease term, or early termination, Resident shall surrender the property to Association in its required condition under the terms of this Agreement.

14. **ALTERATIONS:** No holes may be made or nails driven into the woodwork, floors, walls, or ceilings of the improvements. By way of example but not to limit the foregoing, pushpins, nails, screws and tape are not allowed.

15. **INSPECTIONS:** During the lease term Association may enter the Property at any time to inspect.

16. **COMPLIANCE WITH LAWS:** Resident shall obey all applicable laws, restrictions, ordinances, rules and regulations with respect to the Clubhouse. Resident's use and occupancy of the Clubhouse is contingent on complying with all applicable laws.

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17. **REPAIRS AND MAINTENANCE:** Resident shall bear all expense of repairing, replacing and maintaining the Clubhouse, including but not limited to grounds, trees, shrubs, appliances, furniture, doors, walls, windows, screens, deck and ceilings. Resident shall repair at the expense of Resident any damage to the Property caused directly or indirectly by the acts or omissions of the Resident or any other person thereon by the consent, invitation or sufferance of Resident. The repair or replacement of such damage shall be commenced immediately and completed with no unreasonable delay. Resident hereby knowingly, voluntarily, specifically and for a valuable consideration waives all duties imposed on the Association that can be waived pursuant to Section 92.006 of the Texas Property Code.
18. **INDEMNITY:** Resident shall indemnify and hold Association harmless from the claims of Resident, as well as all third parties, for loss of life, injury or damage to the person or injury or damage to the Clubhouse of such third party, arising from the use or occupancy of the Clubhouse by Resident. This indemnification shall include all costs and expenses incurred by Association, including attorney's fees. Further, Resident is required to notify all of Resident's guests and/or invitees that their presence upon the property is expressly subject to their agreement to waive any and all claims against Association for injury or damage to their person or property resulting, directly or indirectly, from their use of the Clubhouse, and to hold Association harmless relative thereto. Said guests and/or invitees may be required by Association to sign an acknowledgement of their understanding of the terms of this Agreement.
19. **INSURANCE:** Association and Resident shall each maintain such insurance on the improvements and Property as each party may deem appropriate during the term of this Lease.
20. **DEFAULT:** If Resident fails to perform or observe any provision of this Use Agreement then in the sole opinion and option of Association, this Use Agreement may be terminated and Resident's function may be cancelled and all of Resident's guests may be asked to leave the premises, with no liability as to any damages claimed by Resident.
21. **TERMINATION:** This Use Agreement shall terminate upon expiration of the term or upon Resident's default under this Agreement. Upon termination, Resident shall vacate the Clubhouse immediately.
22. **HOLDING OVER:** Any possession by Resident after termination shall not operate to renew or extend the term but shall be construed as a tenancy at sufferance of the Association. Resident shall pay rental at a rate of \$50.00 per hour during the period of any possession after termination.
23. **HAZARDOUS USE:** The Resident will not keep anything in the Clubhouse which is dangerous, flammable, explosive or might increase the danger of fire or any other hazard.
24. **ATTORNEY'S FEES:** Resident agrees that he/she will be responsible for any and all legal fees incurred by Association for any proceeding brought under or with relation to this lease or transaction.
25. **NOTICES:** All notices by Association shall be in writing and effective when delivered to the Resident or to the Clubhouse. All notices by Resident submitted as required by law shall be in writing and effective when delivered to Association's agent, Sterling Association Services, Inc. (SASI, One Avalon Place, Sugar Land, TX 77479).
26. **VALIDITY OF USE AGREEMENT:** If any clause or provision of this lease is invalid, then the remaining portions of the Agreement remain in effect.

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27. **CONSULT YOUR ATTORNEY:** This is intended to be a legally binding contract, therefore, read it carefully. If you do not understand the exact effect of any part of the Use Agreement, consult your attorney before signing.
28. **LATE CANCELLATION:** If Resident cancels this agreement less than 48 hours prior to the beginning time in paragraph 2, then the \$300.00 deposit shall be refunded, but the \$600.00 rental fee shall be forfeited.
- If Resident cancels this agreement less than 30 days, but more than 48 hours, prior to the rental date there will be a \$100 cancellation fee.
 - If Resident cancels this agreement more than 30 days prior to the rental date the
 - Resident will receive a full refund within 30 days of the cancellation.
29. **ENTIRE LEASE:** All promises made are contained in this written Use Agreement. This Use Agreement can only be changed in writing and signed by both the Resident and Association.
30. **SPECIAL PROVISIONS:**

Agreement for Use of Lake Olympia Clubhouse

DATED THIS _____ DAY OF _____, 2017

By: Residents Signature

Print Name

By: Lake Olympia Civic Association/Sterling Association Services, Inc.

Print Name