

Oakwood Glen Association Clubhouse Rental Agreement

LICENSE AGREEMENT

Dear Homeowner:

Pursuant to your request, enclosed is the License Agreement (“Agreement”) for use of the Oakwood Glen Association (the “Association”) Clubhouse. Please note that the Clubhouse is available only to owners or their tenants (with proof of lease) of property in the Oakwood Glen subdivision. Such owners must be current in their assessments. Reservations are allowed to be made no more than six (6) months in advance. Please read the Agreement carefully, sign it and return the following:

- 1) Executed License Agreement;
- 2) \$200 Deposit plus any applicable rental charges paid by ***Personal Check, Cashier’s Check or Money Order and***
- 3) Copy of valid Homeowner’s Insurance Certificate.

The Clubhouse reservations should be made a minimum of 14-days prior to date requested and is available for use on a first-come-first-served basis; rentals that will be re-occurring (i.e. regular scheduled meetings for a particular group) can be scheduled a maximum of three months in advance. Reservations are not finalized until all of the above items are in the possession of Angelia Bentley, Clubhouse Rental Coordinator; or any other Association officer.

Walk-in registration and 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, “OWG Clubhouse Reservation.”

Please note that you are responsible for cleaning the Clubhouse after your use. A Cleaning and Departure Checklist is attached to the Agreement. All clean-up must be performed the same day as the use, immediately thereafter. A maintenance check/inspection will be performed shortly before and after your activity. Our policy is to return the deposit in full assuming cleaning charges are not required and there is no damage to the property. Should you have any questions, please feel free to contact Angelia Bentley at angelia.bentley@ymail.com

Oakwood Glen Association Clubhouse Rental Agreement

LICENSE AGREEMENT FOR USE OF OAKWOOD GLEN CLUBHOUSE, EXPRESS DISCLAIMER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made this day of _____, 20____ between **Oakwood Glen Association, Inc.**, a Texas non-profit corporation (hereinafter referred to as "Licensor"), and _____ (hereinafter referred to as "Licensee")

and concerns the private use of the Oakwood Glen Association Clubhouse located at 17902 Hawk Haven Lane (the "Clubhouse" or "Premises").

WITNESSETH

1. LICENSE:

Licensor is the owner of the Clubhouse, and Licensee is a homeowner in the Oakwood Glen subdivision and desires to use the Clubhouse for a private function. Licensee owns the property located at _____.

Full name: _____.

Licensee's daytime phone number: _____.

Licensee's evening phone number: _____.

Licensee's Email: _____.

Subject to and upon the terms, provisions and conditions hereinafter set forth, Licensor grants to Licensee the right to use the Clubhouse (the "License") for the License Period (as hereinafter defined) located at the 17902 Hawk Haven Lane in the residential subdivision known as Oakwood Glen situated in Harris County, Texas.

Tenants are allowed to use the Clubhouse with the same rights and responsibilities as the Licensee. The tenant(s) must provide the first and signed page of a valid, signed lease shows occupancy at the Licensee's property. The Licensee's information must be provided as required above. The Licensee acknowledges that the Licensee is responsible for any misuse of the Clubhouse by the tenant(s). The tenant must sign along with the Licensee on page 8.

Tenant's name: _____.

Tenant's daytime phone number: _____.

Tenant's evening phone number: _____.

Tenant's Email: _____.

2. LICENSE PERIOD:

Beginning at _____ AM/PM (circle one) on _____ (date) and ending at _____ AM/PM.

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Licensee represents that approximately _____ guests will be using the clubhouse.

Not to exceed 100 guests.

4. USE OF PREMISES:

The Clubhouse shall be used by Licensee for the following purposes only:

Licensee agrees to the following rules and restrictions:

- a) Licensee must limit the size of any gathering to not more than 100 people. All minor children (under 18 years of age) must have one adult for every ten minors in attendance at all times. If alcohol is served, Licensee must provide a security contract from Harris County Constable or Sheriff.
- b) All evening functions must be concluded by midnight (12:00 a.m.).
- c) Excessive noise and/or rowdy or unruly behavior will not be tolerated.
- d) Visitors may park their cars in the parking area adjacent to the Clubhouse in designated or clearly marked parking spaces.
- e) Licensee will clean and leave the Premises as outlined herein and on Exhibit A attached hereto.

5. PERMITS:

Licensee shall obtain any approvals or permits required by the County of Harris, Texas, within which jurisdiction the Premises is located, and Licensee hereby agrees to notify Licensor promptly upon the discovery of any failure to comply with such requirements.

3. Licensee agrees to pay Licensor a security deposit of TWO HUNDRED AND NO/100THS DOLLARS (\$200.00) (to be paid by personal check, cashier's check, or money order) to secure performance of this Agreement by Licensee. The security deposit is due and payable before this License shall be effective. The security deposit will be deposited into the Licensor's checking account immediately upon receipt. If the security deposit is returned by the bank, Licensee will owe Licensor an NSF return fee of \$35.00. Licensor may use as much of the deposit as necessary to pay for damages resulting from Licensee's use and as necessary to satisfy Licensee's obligations under this Agreement. The unused portion of the

deposit will be refunded to Licensee, together with an itemized list of all deductions from the deposit, within thirty (30) days after the Licensee surrenders possession of the Clubhouse.

3. RENT & SECURITY DEPOSIT:

Licensee is able to reserve the Clubhouse for the time of the event or earlier that same day, if available for set up for a fee of \$150.00 in the form of a cashier's check, personal check, or money order. Note that earlier set up is allowed during the day of the event only. Set up a day earlier will require another day's rent

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6. NO ASSIGNMENT OR SUBLEASE:

Licensee shall not assign this Agreement or sublet any part of the Premises.

7. LICENSEE IS RESPONSIBLE FOR THE FOLLOWING:

- a) Following all Clubhouse rules as posted inside the Clubhouse and as set forth herein;
- b) Leaving all accessories and decorations belonging to the Association untouched and unmoved, other than the tables and chairs used for serving and seating;
- c) Any damage to property, fixtures, floors, windows, doors, furniture or related equipment;
- d) Cleaning the Premises (including floors and bathrooms) to return them to the condition they were in on initial inspection;
- e) Emptying trash cans and removing trash from the Premises;
- f) Cleaning and returning chairs and tables to storage area;
- g) 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;
- h) Removing any food or liquids; and
- i) Turning off all lights, water faucets or any other appliances.

8. SMOKING:

NO SMOKING IS ALLOWED IN THE CLUBHOUSE!

9. PETS:

No pets of any kind are allowed in the Clubhouse.

10. PERSONAL BELONGINGS:

The Licensee shall remove all of Licensee's property at the end of the License Period. Licensor is **not** responsible for any personal belongings or items left behind by Licensee. Any property left behind shall become the property of Licensor and may be thrown out.

11. CONDITION OF PREMISES:

Licensee has examined the Clubhouse and accepts the Premises, furniture and appliances in its current condition and state of repair. Upon expiration of the License Period, or early termination, Licensee shall surrender the Premises to Licensor in its required condition under the terms of this Agreement.

12. **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.

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13. INSPECTIONS:

During the License Period, Licensor may enter the Premises at any time to inspect.

14. COMPLIANCE WITH LAWS:

Licensee shall obey all applicable laws, restrictions, ordinances, rules and regulations with respect to the Clubhouse. Licensee's use and occupancy of the Clubhouse is contingent on complying with all applicable laws.

15. DAMAGES:

Licensee shall bear all expense of repairing, replacing and maintaining the Premises, including but not limited to grounds, trees, shrubs, appliances, furniture, doors, walls, windows, screens, deck and ceilings. Licensee shall repair at the expense of Licensee any damage to the Premises caused directly or indirectly by the acts or omissions of the Licensee or any other person thereon by the consent, invitation or sufferance of Licensee. The repair or replacement of such damage shall be commenced immediately and completed with no unreasonable delay. Licensee hereby knowingly, voluntarily, specifically and for a valuable consideration waives all duties imposed on the Licensor that can be waived pursuant to Section 92.006 of the Texas Property Code.

16. INDEMNITY:

LICENSEE HEREBY BINDS ITSELF, ITS SUCCESSORS, ASSIGNS, AGENTS, AND CONTRACTORS TO INDEMNIFY AND HOLD LICENSOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES, AND DAMAGES, IN CONTRACT, STRICT LIABILITY OR IN TORT OR INJURY TO ANY PERSON (INCLUDING DEATH) OR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE PREMISES BY LICENSEE, AND LICENSEE'S GUESTS, EMPLOYEES, AGENTS, OR CONTRACTORS, ON THE PREMISES WHERE SUCH INJURY OR DAMAGE IS CAUSED BY THE SOLE, JOINT, CONCURRENT, CONTRIBUTING, OR COMPARATIVE NEGLIGENCE OR FAULT OF LICENSEE, ITS GUESTS, CONTRACTORS, AGENTS, OR EMPLOYEES, AND EVEN WHEN CAUSED BY THE JOINT, CONCURRENT, CONTRIBUTING, OR COMPARATIVE NEGLIGENCE OR FAULT OF LICENSOR, ITS AGENTS OR EMPLOYEES. THIS INDEMNITY SHALL BE APPLICABLE WHERE THE INJURY OR DAMAGE IS CAUSED BY THE JOINT, CONCURRENT, CONTRIBUTING, BUT NOT THE SOLE NEGLIGENCE OF LICENSOR, ITS AGENTS OR EMPLOYEES. THIS INDEMNIFICATION SHALL INCLUDE ALL COSTS AND EXPENSES INCURRED BY

LICENSOR, INCLUDING ATTORNEY'S FEES. FURTHER, LICENSEE IS REQUIRED TO NOTIFY ALL OF LICENSEE'S GUESTS AND/OR INVITEES THAT THEIR PRESENCE UPON THE PROPERTY IS EXPRESSLY SUBJECT TO THEIR AGREEMENT TO WAIVE ANY AND ALL CLAIMS AGAINST LICENSOR FOR INJURY OR DAMAGE TO THEIR

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PERSON OR PROPERTY RESULTING, DIRECTLY OR INDIRECTLY, FROM THEIR USE

OF THE PREMISES, AND TO HOLD LICENSOR HARMLESS RELATIVE THERETO.

17. **INSURANCE:**

Licensor and Licensee shall each maintain such insurance on the improvements and Premises as each party may deem appropriate during the term of this License Period.

18. **DEFAULT:**

If Licensee fails to perform or observe any provision of this Agreement, then in the sole opinion and option of Licensor, this Agreement may be terminated and Licensee's function may be cancelled and all of Licensee's guests may be asked to leave the Premises, with no liability as to any damages claimed by Licensee.

19. **TERMINATION:**

This Agreement shall terminate upon expiration of the term or upon Licensee's default under this Agreement. Upon termination, Licensee shall vacate the Premises immediately.

20. **HOLDING OVER:**

Any possession by Licensee after termination or expiration of the License Period shall not operate to renew or extend the term but shall be construed as a tenancy at sufferance of the Licensor. Licensee shall pay rental at a rate of \$50.00 per hour during the period of any possession after termination or expiration of the License Period.

21. **HAZARDOUS USE:**

The Licensee will not keep anything in the Premises which are dangerous, flammable, and explosive or might increase the danger of fire or any other hazard.

22. **ATTORNEY'S FEES:**

Licensee agrees that he/she will be responsible for any and all legal fees incurred by

Licensor for any proceeding brought under or with relation to this Agreement.

23. **NOTICES:**

All notices by Licensor shall be in writing and effective when delivered to the Licensee. All notices by Licensee submitted as required by law shall be in writing and effective when delivered to Licensor's agent, or an Association officer.

24. **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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25. 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 Agreement, please consult your attorney before signing.

26. NO ORAL MODIFICATIONS.

Any executor agreement hereinafter made by and between Licensor and Licensee shall be ineffective to change, modify, waive, release, discharge, or terminate this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement thereof is sought.

27. SURRENDER:

Upon termination of this Agreement, Licensee shall quit and surrender the Premises to Licensor in substantially the condition received as provided in this Agreement.

28. TIME OF ESSENCE:

Time is of the essence in the performance of all obligations under this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa unless the context requires otherwise.

29. HEADINGS.

The headings of the sections and paragraphs contained in this Agreement are for convenience only and shall not be taken into account in determining the meaning of any provision of this Agreement.

30. ENTIRE AGREEMENT:

All promises made are contained in this written Agreement. This Agreement can only be changed in writing and must be signed by both the Licensee and Licensor.

31. SPECIAL PROVISIONS:

Oakwood Glen Association Clubhouse Rental Agreement

DATED THIS _____ DAY OF _____, 20_____.

Oakwood Glen Association, Inc. (Licensor)

By: _____

Name: _____

Title: _____

(Licensee)

Name Printed: _____

DRIVER'S LICENSE #: _____ STATE: _____

(Tenant)

Name Printed: _____

DRIVER'S LICENSE #: _____ STATE: _____

EXHIBIT A:

CLEANING AND DEPARTURE CHECKLIST

The following are items you should check before leaving the Clubhouse after your use. Please note that the Association keeps general cleaning supplies in the cabinets below the kitchen sink.

CLUBHOUSE USE CLEANING CHECKLIST

- Empty all trash cans
- Clean sink / counter tops
- Clean table tops / chairs (return to storage area)
- Clean bathrooms of litter
- Sweep / mop floor
- Fold chairs and tables and return to the closet

UPON LEAVING THE CLUBHOUSE:

- Lights turned off
- Lock all exterior doors
- Make sure all doors are securely locked
- Return thermostat to 78 degrees

Oakwood Glen Association Clubhouse Rental Agreement

DATED THIS _____ DAY OF _____, 20_____.

Oakwood Glen Association, Inc. (Licensor)

By: _____

Name: _____

Title: _____

(Licensee)

Name Printed: _____

DRIVER'S LICENSE #: _____ STATE: _____

(Tenant)

Name Printed: _____

DRIVER'S LICENSE #: _____ STATE: _____

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