

**HUNTINGTON VILLAGE COMMUNITY ASSOCIATION, INC.**  
**COMMUNITY BUILDING USE AGREEMENT**

STATE OF TEXAS     §

COUNTY OF HARRIS   §

BY THIS AGREEMENT, it is understood and agreed among the parties hereto as follows:

1. **PARTIES:** Huntington Village Community Association. Inc. ("The Association") agrees to allow \_\_\_\_\_ address \_\_\_\_\_ telephone \_\_\_\_\_ and Cell # \_\_\_\_\_ (Resident) to use the Association Building ("the Premises") together with the fixtures and contents therein and immediately surrounding grounds, sidewalks, parking lots, but excluding the Swimming Pool on \_\_\_\_\_, 200\_\_ (date) for the hours of \_\_\_\_\_, \_\_m until \_\_\_\_\_, \_\_m. (The minimum rental time is three (3) hours.)

Will beer or alcohol be served or permitted? Yes  No      **Renter's Initials:** \_\_\_\_\_

The Building **must be rented in the name of a Huntington Village Resident** in good standing (Maintenance Assessment fees paid and no Active Deed Restriction violations or outstanding Deed Restrictions charges). As a Resident, if you are renting the building for another person, we must have all the information filled out on the back page. **The Resident must be present during the entire event and is responsible for all activities.**

2. **USE FEE AND DEPOSIT:** Resident agrees to pay to The Association a Use Fee of **\$75.00 / Hr. weekends and holidays or \$25.00 / Hr. weekdays** for use of the Premises, Property and Cleaning and herewith tenders:

I agree to pay \$30.00 fee for every 15 minutes after rental time with a 1-hour grace period for pickup. **Rental, cleaning and security will be pre-paid** and if rental runs past grace period, the extra fees will be deducted from the deposit before a refund check will be issued.

\$ \_\_\_\_\_ USE FEE \_\_\_\_\_ HOURS @ \$ \_\_\_\_\_ / HOUR.

\$50.00 Cleaning prepaid, cash (Non-Refundable)

\$ \_\_\_\_\_ TOTAL

A **\$250.00** Security Deposit payable to HVCA, Inc. is required from the Resident for securing the requested date for the clubhouse and signing this Agreement. The Security Deposit will be deposited into HVCA's bank account. Any fees charged for NSF checks will be charged back to the renter. The total deposit may not be refunded if there are damages and / or rental runs past the grace period or renter fails to comply with the paragraphs below. **If the deposit is paid by check, it must be received no later than two weeks before the scheduled event. Cash deposits will be accepted no later than one week prior to the event.**

3. **USE:**

- A. The Association agrees to provide use of the Premises for the paid specified period as long as the Resident is in compliance with the rules governing the use of the facility.
- B. Resident agrees to comply with all Municipal, State, and Federal laws, Statutes, ordinances, rules and regulations; all rules, regulations and By-Laws of the Association, the Deed Restrictions; and all orders of the Board of Health or other authorities affecting the use of the Premises and or Property.
- C. Resident agrees to prevent on the Premises or Property any article or thing of a dangerous, inflammable, or explosive character that might increase the chance of eruption of fire, or that ordinarily would be considered "hazardous" or "extra-hazardous" by any responsible insurance company. Absolutely no cooking on an open flame. **Renter's Initials:** \_\_\_\_\_
- D. Any rented material/equipment left the next day will be charged a storage fees at a minimum of \$60.00 per day.
- E. The Resident executing this agreement agrees to be on the Premises through the entire Use Period and shall be responsible for the final inspection after clean up.
- F. Resident agrees to end all functions by 1:00 am and to be responsible and liable for the actions and conduct of all attendees.
- G. **Resident also agrees to be out of the Building not later than 1:55 am at which time the Security System will reactivate.** **Renter's Initials:** \_\_\_\_\_
- H. Once the Renter leaves the building, there will be no re-entry allowed. Re-entry will cause the security alarm to sound and police will be dispatched. If this occurs, an \$80 fee will be charged against the deposit to cover the cost of the police dispatch. **Renter's Initials:** \_\_\_\_\_
- I. Resident agrees that no fees, admissions or cover charge of any nature shall be charged or collected from his/her guests as a prerequisite or condition of entering the Premises.
- J. Resident agrees that there shall be no smoking permitted inside the Community Building and that the violation of such prohibition will subject the Resident to a fine of \$200.00 and possible loss of facility use.
- K. Children's or Teen's parties must be chaperoned by a specified adult or adults over twenty-one (21) years of age.
- L. More than 200 people are not allowed by fire code and renter must agree to this limit. If more than 200 people are observed in the building, HVCA can cancel the remainder of the contract period. A refund for unused hours will be given minus the minimum rental of 3 hours.

**Please Note the following;**

- M. If beer or alcohol is to be served or permitted at the event, security must be present for the entire event and is paid the Renter. **In the event your party will have One Hundred and Twenty Five (125) adults or more attending, a second security person is required. HVCA security can be used for your events or you can provide your own security. To provide your own security, HVCA must receive the security company name address contact info and insurance 3 days before the event.** Security fees are payable at the time of rental and must be in cash to the

Security Officer through the HVCA office. Fees will be those established by law enforcement, or less as agreed. HVCA will not add on to these fees in any way.

**Renter's Initials:** \_\_\_\_\_

4. **INDEMNIFICATION:**

- A. Resident acknowledges that use of the Premises and / or Property shall be at their own risk and releases and agrees to hold harmless the Association and it's Board of Directors from any and all claims resulting from damage or injury to any person or property occurring on the Premises and / or Property arising out of or as a result of Resident's use or occupancy of the Premises and / or Property.
- B. The Association agrees to use its best efforts to make the Premises available during the Use Period. The Resident agrees that the Association shall not be liable for damages by reason of non-availability of the Premises caused by events outside the Association's control or in the event this Agreement is canceled or terminated by the Association for cause.

5. **CLEANING:**

Resident agrees to leave the Premises in a clean and orderly condition at the expiration of the Use Period as follows:

- A. All decorations including balloons and string must be removed before the end of the use period.
- B. All tables must be cleaned thoroughly including tape, string, and chewing gum and placed on racks before storing in closet. All chairs must be placed on racks facing the same direction and placed in storage closet.
- C. Bathrooms sinks and floor must be left clean with area free of debris and toilets flushed and working properly.
- D. All trash containers emptied into trash bags provided and placed in trash container located in the parking lot. All debris on the grounds surrounding the outside areas of building must be picked up and placed in trash.
- E. All personal and rented property must be removed the night of the event.
- F. Thermostat must be set at 68°F in the winter and 80°F in the summer.

6. **DAMAGE:**

Resident agrees to be responsible and liable for any and all damages to the Premises and / or Property during the Use Period and while any of Resident's attendees are on the Premises and / or Property immediately after the Use Period. Resident authorizes the Association to charge the Resident a fee, which shall be deducted from the security Deposit, to repair any such damage i.e. (holes in the walls, etc). No tacks, nails, staples, push pins any devices that will make holes in the walls ceilings or tables will be allowed nor any tape or glue on the walls. *INSPECTION WILL BE MADE AFTER EACH EVENT FOR HOLES IN THE WALLS OR GLUE AND IF ANY ARE FOUND, \$100. will be charged for damages.* Decorations must be lightweight and hung from ceiling hooks provided, and the wood board around the ceiling. All decorations must be removed before the end of the use period.

7. **SPECIAL PROVISIONS:**

The Huntington Village Community Association Board of Directors must approve any exceptions to these rules in writing.

8. **KEYS:**

**Renter will pick up security instructions from office when payment is made.** The combination to the lock box will be available three hours prior to the rental time agreed upon, for setup purposes. If additional time is required for set up, a fee of \$20 / hour will be charged, or any portion thereof. The renter agrees to return the keys to the lock box upon completion of the rental period. **Failure to do so will result in a \$50 penalty and will be deducted from the security deposit.** *Renter's Initials: \_\_\_\_\_*

9. **SECURITY DEPOSIT:**

The **Security Deposit will be deposited** upon receipt by the Association and Resident authorizes the Association to apply the Security Deposit to the repair of damage to the Premises and / or Property, or any other expenses or charges stipulated herein to be the responsibility of Resident. The Association's representative will inspect the Premises and Property before and after the Use Period, will determine the costs and charges that apply, if any, and will return any remaining balance by check to Resident within ten (10) working days after any necessary repairs are completed. *Renter's Initials: \_\_\_\_\_*

10. **UNPAID COSTS AND CHARGES:**

Resident will be invoiced for any costs or charges in excess of the Security Deposit provided in Paragraph 2. Resident agrees to pay said invoice within ten (10) working days from the date of the invoice. If payment is not received within this time, the Association may proceed with legal action to collect payment and Resident agrees to bear the cost of such action, including but not limited to reasonable attorney fees and court costs.

11. **CANCELLATION:**

Resident may cancel his / her reservation and this Agreement at any time prior to the Use Period. If Resident cancels within 72 hours immediately prior to the Use Period, Resident will forfeit one-half (1/2) the minimum rental fee as specified in the Community Building rules. The Association reserves the right to cancel or terminate this Agreement at any time for violations of the covenants, conditions or rules contained herein, or because Resident is not, or ceases to be, in good standing with the Association.

12. **HVCA OFFICE:**

The HVCA Office, located in the Northwest corner of the building, is not available for use by Resident. Resident agrees that any Director or staff employee for The Association may have access to the Office at any time during the Use Period.

13. **PROTECTION OF PREMISES:**

The Association reserves the right to require Resident, when deemed necessary by the Board of Directors of the Association, to provide property and / or liability insurance coverage, police protection or other measures to protect the Premises and the Association.

14. **ATTORNEY'S FEES:**

Any signatory to this Agreement who is the prevailing party in any legal proceeding against the other signatory brought under or with relation to this Agreement or transaction shall be additionally entitled to recover the cost of such proceeding, including, but not limited to reasonable attorney fees and court costs.

*The person executing this Agreement acknowledges that he / she has read and understood the above conditions, and Resident agrees to comply with the HVCA Building Rules made a part hereof.*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Resident** \_\_\_\_\_

Address \_\_\_\_\_ Cell # \_\_\_\_\_

Telephone # (W) \_\_\_\_\_ (H) \_\_\_\_\_

Texas Drivers License # \_\_\_\_\_ Date of Birth \_\_\_\_\_

**I, the Homeowner / Resident, will be present before, throughout, and at the end of the entire event. The rules have been explained to me and I will follow the rules and regulations stated herein, including activation of the Security System at the end of the event.**

\_\_\_\_\_  
Signature

**USER:** \_\_\_\_\_

ADDRESS \_\_\_\_\_ Cell # \_\_\_\_\_

TELEPHONE # (W) \_\_\_\_\_ (H) \_\_\_\_\_

City, State, Zip \_\_\_\_\_

I, the USER, have read the contract and will abide with the rules and regulations stated herein.

Signature: \_\_\_\_\_

Accepted By: \_\_\_\_\_  
HVCA Representative

Date: \_\_\_\_\_

-----END of AGREEMENT-----