

Tamarron Homeowners Association

The Club Rental Contract 2016

Please read all information in this packet carefully prior to booking. By signing this contract, you are agreeing to the Terms and Conditions here in.

ONLY TAMARRON HOA MEMBERS IN GOOD STANDING MAY RENT THE CLUB AT TAMARRON FOR PRIVATE EVENTS
TWO WEEKS (14days) advance notice is required for all bookings.

You will receive confirmation of your rental within 5 business days of The Club at Tamarron receiving your fully completed Rental agreement and payments.

PLEASE DO NOT FINALIZE PARTY ARRANGEMENTS UNTIL YOU RECEIVE CONFIRMATION OF YOUR BOOKING.

Your checks will not be processed until your rental is confirmed

Resident Name: _____ Address: _____
THIS RESIDENT MUST BE PRESENT FOR THE DURATION OF THE RENTAL (I.D. REQUIRED)

Phone Number: _____ Email: _____

Rental Purpose: _____

Rental Date Requested: _____

RENTAL TIME REQUESTED: _____
Remember to include set up and clean up time

EVENT START AND FINISH TIMES: _____

ACTIVITIES PLANNED FOR CHILDREN: _____

EMAIL ADDRESS: _____

SECURITY REQUIREMENTS:

The Club at Tamarron will book Officers for your event, if required. Renters may not provide their own security. Officers are considered individual contractors of the renter. Officers are to be paid by the renting resident on the day of the event and prior to the start of your event. Their payment is \$40./hour/officer with a four (4) hour minimum.

Alcohol at Event: _____ Yes or No

Security cover must be requested at the time of booking

Bringing in Equipment: The Homeowner is permitted to bring in outside furniture, machinery, DJ equipment or equipment/furniture rentals (if arranged at time of reservation). However, our staff cannot sign for any deliveries or pick-ups. The renter **MUST** be present to receive the delivery. If furniture, machinery or equipment will be brought in, the following rules must be followed:

- Any furniture, equipment or machinery must not damage any floors, countertops or walls.
- The renter **MUST** inform the club house staff of any equipment, furniture, etc being brought into the building at the time of making the Club House reservation or within 48 hours of that reservation. Otherwise, outside items will not be permitted.
- Delivery, set up and pick up of any rental items must be done during your rental time. Items may not be stored at The Club, either before or after your event, under any circumstances.
- The renter must be present for delivery and pick-up of rental items and will be responsible for any damage caused during either delivery or pick up

Will any Furniture, Equipment or additional items be Brought In: Yes or No

WHAT WILL BE BROUGHT IN _____

Rental checks **MUST** be in the name of the resident renting the facility, the deposit refund check will be returned to that individual.

THIRD PARTY RENTALS ARE NOT PERMITTED AT ANY TIME AND MAY RESULT IN CANCELLATION OF YOUR EVENT AND LOSS OF DEPOSIT.

Non-Refundable Rental Fee: \$_____. Rental hours must include set up and clean up / Room Condition Inspection. Access to rental area will not be available prior to time reserved. These rates are subject to change.

Refundable Cleaning/Damage Deposit: \$250.00 without alcohol, \$500.00 deposit for any rental with alcohol. *Cleaning / Damage Deposit will be deposited upon receipt of completed application. Upon completion of the rental and the Final Room Condition Walk Through, the deposit will be refunded to the Resident from Tamarron H.O.A. minus any damages and/or fees incurred, as stated in the attached Exhibits

To secure your reservation provide two (2) checks made payable to Tamarron HOA. The total amount of each check will be outlined on the Rental Rate Worksheet and will cover the non-refundable rental fee, the refundable cleaning/damage deposit. Your reservation is **not** confirmed until this Agreement is fully complete and executed, all funds are collected for the rental date and you have received rental confirmation from T HOA.

A **HOLD** may be placed on one (1) specific date at a time for 3 Days. If payments and a completed contract are not received within that time frame, the date will be made available again without notice from the Tamarron HOA.

NO ONE UNDER 21 YEARS OF AGE MAY RENT THE CLUBHOUSE.

Reoccurring bookings are not accepted due to the developing schedule of the community

CLEANING REQUIREMENTS:

Requirements for Cleaning: The Club must be left in the same condition as before your party. All trash, and trash cans including those in both restrooms and the outside Patio area, must be deposited in the Club dumpster. Counters, floors, furniture and appliances must be wiped down to remove any food residue or smudges. The Club does not provide any cleaning products and it is the responsibility of the renting homeowner to bring any products you may need. Cleaning **MUST** be completed within the rental time. If the cleaning is not done adequately (i.e. the Club House is not restored to its original condition) by the end of the rental time, then an emergency cleaning charge of \$250 will be deducted from the deposit.

RENTALS DURING POOL SEASON:

The pool area, splash pad and playground are NEVER included in any Club House rentals. Pool rentals and pool parties must be arranged through the pool company – pool rental/party information is available on the community website during pool season. Indoor rentals cannot run concurrently with pool rental/party but may be arranged for either before or after your pool rental/party. Club House event guests do not have access to either the pool, the splash pad area, or the playground area at any time.

CLUB HOUSE RULES AND RESTRICTIONS:

- Rental areas must be cleaned and returned to original condition without damage or neglect and within rental time for full deposit refund. (See Exhibit A)
- All reservations shall be made at least 2 weeks in advance. Payment and Security Deposit must accompany the signed contract in order to secure the requested date.
- Before and after each rental, the renting resident, as listed on the contract, is required to perform and sign "Room Condition and Walk-Through" form with an Tamarron staff member. Failure to complete any walk-through will result in the forfeiture of your rental deposit. No items may be brought into any Club House area until the initial walk through has been completed by the resident who executed the rental contract and a club staff member.
- Once the initial walk through is complete, the resident **MUST** remain onsite for the duration of the rental.
- Set-up and clean-up time must be included in the time rented.
- Resident, as listed on the contract, who is responsible for rental must be present the entire time of rental period including set up and clean up, failure to do so may result in forfeit of deposit.
- The resident is responsible for ensuring that guests remain in the rental area.

- The Gym and Game room are not included in the rental.
- The Clubhouse is not furnished with pots, pans, dishes or utensils. However, we have a full kitchen with oven, a stove, and refrigerator your convenience.
- Clubhouse staff will not assist with set up or clean up. Cleaning supplies are not provided; please bring your own.
- All trash must be deposited in the dumpster at the end of the rental. This includes trash from kitchen, party rooms and patio trash cans.(if used)
- Smoking is only permitted outdoors. Ashtrays are to be emptied and cigarette butts are to be picked up off the lawn surrounding the patios.
- You are not permitted to tape or hang anything from ceiling/beams, light fixtures, floors or fans. Burning decorative candles, silly string, smoke machines, confetti or glitter, moonwalks, petting zoos, portable grills, slip and slides or piñatas are not permitted in any of the rental areas or surrounding areas.
- Helium balloons must be secured.
- No personal items may be left for storage in the Clubhouse; no Clubhouse items may be removed from the facility.
- All rentals are subject to conditions set forth in the Clubhouse Rental Agreement. Rates and conditions are subject to change.
- No items may be set up on the lawns, in the parking lot or playground as these areas are not included in a private rental.
- Consumption of food and beverages is only permitted within the rental area.
- Failure to comply with all rental rules – including Third Party Rental rule - may result in the revocation of Club privileges and forfeit of rental deposit. In addition, extra fees may also be assessed over and above your deposit amount. Resident agrees to and will assume complete, absolute and sole personal responsibility and liability during the entire rental period.

CANCELLATION: Notice must be received at least two weeks (14) days prior to scheduled rental in order to receive a refund of the room rental fee. If the scheduled rental is less than 14 (fourteen) days in the future, no refunds for cancellation will be given, however, your security deposit will be returned.

Please inform your guest that the playground and splash pad are for residents only. The playground is not a part of the party area.

By signing below, you agree that:

I have read and fully understand this contract and agree to comply with the rules and regulations of the Clubhouse. I understand that if the Clubhouse does not pass the cleaning/damage inspection after my rental, regardless of completed walk-through, I may lose all or a portion of the deposit.

- Rental purpose must be fully disclosed to ensure compliance with HOA Rental Rules and all Fort Bend County Environmental Health rules.
- Rentals are ONLY permitted for Private, Family Functions to be hosted by the renting resident.
- If your event does not match your disclosed purpose of rental statement, your event could be subject to cancellation and you may lose Club rental privileges.
- If your event is shown to be a third party rental, your event will be subject to cancellation and you may lose Club rental privileges.

Resident Signature

Date

ADDRESS: _____

RENTAL PURPOSE: _____

ID VERIFIED by _____ (staff)

FOR OFFICE USE:

____ ACCOUNT IN GOOD STANDING
____ CONFIRMATION EMAIL ATTACHED



- 1) ENTIRE AGREEMENT: This Agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.
- 2) MISCELLANEOUS: This Agreement shall be governed by and construed under the laws of the State of Texas. Any reference to gender, singular or plural context shall be interpreted to be the same. All provisions of this Agreement shall survive the execution and delivery of this Agreement and shall continue in full force and effect until terminating in writing by a written notice delivered by the Member to the Association.

3) Additional Waiver for Alcoholic Beverages Service (if applicable Member's initial here): _____

Member shall, at all times, indemnify and hold harmless Association from all losses, damages, claims, liabilities and expenses, including reasonable attorney's fees and other expenses, which may arise or be claimed against or imposed upon or incurred by Association and be in favor of any person, firm or entity for any injuries or damages to the person or property of any person, firm, or entity consequent upon or arising from or in connection with the service of alcohol beverages at Member's event.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE, INDEMNIFICATION, WAIVER AND COVENANT NOT TO SUE AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made. THE UNDERSIGNED UNDERSTANDS THAT THIS IS A RELEASE OF ALL MEMBER'S CLAIMS AND ALL CLAIMS THAT MAY BE RAISED BY, THROUGH OR UNDER MEMBER BY OTHERS.

Member Signature

Date

Printed Name



**SCHEDULE OF FINES
EXHIBIT "A"**

THIS SCHEDULE OF FINES IS SUBJECT TO CHANGE WITHOUT NOTICE BY
THE BOARD OF DIRECTORS

The following fines will be charged to the resident plus the cost of repairs and/or all services and any replacement necessary to any and all areas of the facility. The facility will be inspected by The Club Staff and the Renting Resident.

**** SCHEDULE OF FINES ****

1. FAILURE TO CLEAN PORTION OF FACILITY RENTED	\$250.00
2. DAMAGE TO FLOOR / TRIM / LIGHT FIXTURES / APPLIANCES (PLUS REPAIR / REPLACEMENT COST)	\$100.00
3. DAMAGE AND/OR REMOVAL TO FURNITURE / GLASS / ANY AND/OR ALL CLUBHOUSE ITEMS (PLUS REPLACEMENT COST)	\$100.00
4. NON REMOVAL OF ANY AND ALL DECORATIONS (TO INCLUDE TAPE RESIDUE AND BALLOONS)	\$75.00
5. FAILURE TO TAKE ALL TRASH ASSOCIATED WITH PARTY TO OUTSIDE TRASH RECEPTICAL	\$100.00

Resident agrees to and will assume complete, absolute, and sole personal responsibility and liability during the rental period.

Resident Signature

Date



Room Condition and Walk-Through

(To be completed together by Clubhouse staff member and Renter)

Resident Full Name: _____

The signatures below will serve as mutual confirmation regarding the condition of the rental of _____ (room) at the Tamarron HOA Clubhouse Amenity Center on _____ (date). I/We have reviewed the following and find each item listed to be in the conditions as follows. Renter understands that per signed rental agreement prior to reserving the room, deductions may be made from the paid rental deposit should the condition of each item below be less than it was before renting the room. I/We also agree to do a second walk-through accompanied by a Clubhouse staff member when the rental of the facility is complete and agree that any items or damages that exceed the deposit amount paid will be paid by the Renter. Renter assumes by signing below responsibility of such damages or missing Clubhouse property items.

CONDITION BEFORE/AFTER RENTAL (please check if clean)

ALL ROOMS

	Rental Area	_____
Rental Room Walls	_____	_____
Kitchen Walls	_____	_____
Tables (wood and white)	_____	_____
Chairs	_____	_____
Sofas	_____	_____
Sofa Chairs	_____	_____
Sofa Tables	_____	_____
Accessories	_____	_____
(All small movable objects including pillows and vases)	_____	_____
Countertops	_____	_____
Oven and Grill tops	_____	_____
Kitchen Trash Cans	_____	_____
Black Trash Cans (two)	_____	_____
Refrigerator	_____	_____
Storage Room	_____	_____
(No disorder)	_____	_____
Ceiling	_____	_____
Balloons	_____	_____
OTHER _____	_____	_____

TIME OVERAGE CHARGE? Yes or No If yes, the amount of \$ _____	ADDITIONAL CLEANING NEEDED? Yes or No Renter please initial to deductible amount _____
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X _____
(Clubhouse Staff)

Date: _____

Time: _____

X _____
(Renter)

Date: _____

Time: _____

X _____
(Clubhouse Staff)

Date: _____

Time: _____

X _____
(Renter)

Date: _____

Time: _____

Any item not cleared by the staff will have an accompanying photograph.

Comments:

