



Memorial Club Townhouses Association

1211 Country Place Drive ~Houston, Texas 77079 ~281-497-7840

## CLUBHOUSE RENTAL AGREEMENT

By signing this rental agreement, the resident acknowledges the following rules and regulations while occupying the Clubhouse during the time and date as specified herein. Failure to adhere to this agreement may result in a forfeiture of deposits. The Manager and/or the Board of Directors may refuse rental to any resident as deemed necessary. Resident understands that the Clubhouse is the property of Memorial Club Townhouses and is subject to site inspection during the event by any member of security and/or management.

### Facility use:

1. Resident owners/tenants must be current on all fees owed to the Association.
2. Resident securing the facility by signing this agreement must be present throughout the duration of the rental.
3. All youth parties must be chaperoned by an adult.
4. Residents are responsible for the actions of all guests in attendance during the rental period.

### Reservations:

1. The MCTA Clubhouse is rented on a first come first served basis.
2. Rental is confirmed once all rental fees and deposits have been paid in full and this agreement has been signed.
3. MCTA activities and events take priority over all rentals.
4. MCTA reserves the right to waive rental fees/deposits for any Association sponsored event.

### Rental fees:

Standard rental fees must be paid at the time of the reservation in order to secure desired date. Standard rentals are for a six (6) hour period of time, any rental in excess of six hours will be charged a \$50.00 per hour additional fee. Rental may be cancelled up to two weeks in advance of the rental. Rental fees are non-refundable for any cancellation that occurs with less than two weeks' notice.

**Tuesday – Thursday** Six (6) hour Maximum (No rental may exceed past 11:00 p.m.)

1-25 persons	\$100.00	26-49 persons	\$150.00
50-100 persons	\$200.00	100-150 persons	\$250.00

**Friday** – Nine (9) hour maximum hours, Standard rentals are for a six (6) hour period of time, any rental in excess of six hours will be charged a \$40.00 per hour additional fee. (No rental may exceed past 12:00 a.m. Midnight)

**Saturday - Sunday** Standard rentals are for a six (6) hour period of time, any rental in excess of six hours will be charged a \$40.00 per hour additional fee. (No rental may exceed past 12:00 a.m. Midnight)

1-25 persons	\$150.00	26-49 persons	\$200.00
50-100 persons	\$250.00	100-150 persons	\$300.00

### **Bereavement Services for Residents**

Services held in the Clubhouse for residents of the community will not be charged a rental fee. This does not include relatives of residents who did not reside at Memorial Club. A deposit for the use of the facility will still be required.

Parties over 50 persons who will have alcohol are required to have security present – this will be secured by MCTA at an additional fee of \$50.00 per hour. Parties in which alcohol is present and security has not been secured will result in forfeiture of your deposit. **There will be no underage drinking permitted in the Clubhouse and MCTA reserves the right to request ID from any event patron. Violation of this rule may result in the event being terminated by security.**

I will ☐ will not ☐ have alcohol during this event. Initials: \_\_\_\_\_

### Deposit:

1. A deposit of \$350.00 is required on all facility rentals. The date will not be held without the proper deposit. Deposit must be paid 10 days in advance of the rental.
2. Deposit will be returned once a final inspection of the facility has been completed. We strongly encourage residents to take photos after the rental in the event of multiple rentals Friday – Saturday.
3. **Damages that occur during the rental period will result in the loss of the deposit and additional cost for repairs. Homeowner agrees that any damages to the clubhouse as a result of this rental and/or use of the clubhouse that exceeds the amount of the deposit will be paid by the homeowner and if not promptly paid will be charged to the homeowner and become an outstanding homeowner obligation to the association. Additional fee schedule attached.**
4. If there are multiple rentals over a weekend it is the responsibility of each resident to leave the clubhouse clean and free of any damages. Failure to do so will result in the resident being charged for the damages. You may report any discrepancy to security.

I HAVE READ, UNDERSTAND, AND AGREE TO THE ABOVE \_\_\_\_\_

### Decorations/Windows/Piano/Furniture

- The only decorations permitted are table decorations. No decorations are to be attached to the walls or ceiling or any other surfaces, light fixtures, ceiling fans of the clubhouse. No thumb tacks, nails, scotch tape or tape is permitted on any wall or surface of the clubhouse.
- **DO NOT MOVE THE PIANO.**
- **ALL FURNITURE MUST BE MOVED BACK INTO ITS ORIGINAL POSITION.**

I HAVE READ, UNDERSTAND, AND AGREE TO THE ABOVE \_\_\_\_\_

### Deposit Forfeiture:

The Clubhouse must be left as clean as it was when you rented it at the end of the function. Trash is to be placed inside the containers (there are multiple containers) provided in the rear of the building (behind pool pumphouse near Country Place Circle).

- The security deposit may be forfeited if any terms of this rental agreement is violated.
- The pool and pool area are **NOT** included in the rental of the Clubhouse. **Entering the pool and/or pool area is prohibited.**
- The Clubhouse is a non-smoking facility. **Smoking is prohibited.**

### Indemnity and Hold Harmless Agreement:

1. The Association shall not be liable or responsible for and shall be saved and held harmless by Resident from any and all suits, actions, losses, damages, claims, or liability of any character, type or description, including all expenses of litigation, court costs, attorney's fees, for injury or death to any person, or injury or damage to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the use of the Association's Clubhouse under this agreement, including claims and damages arising in whole or in part from the negligence of the Association, its agents or employees.
2. Resident agrees to fully indemnify the Association for damages, injury, or loss caused by the acts or omissions of Resident, Resident's invitees, family, friends, guests, or anyone attending the event, as well as the acts and omissions of the Association.
3. It is the express intent of the parties to this agreement that the indemnity provided for in this section is an indemnity extended by Resident to indemnify and protect the Association from the consequences of the Association's own negligence, whether that negligence is the sole or contributory cause of the result of injury, death, or damage.
4. The Association shall have the right to select counsel who may be retained by the Association or by the Resident to defend any action brought by any party as a result of any of the matters set forth hereinabove, including, but not limited to, any action brought by a third party against the Association as a result of any of the matters set forth hereinabove and the Resident agrees to promptly pay the counsel so selected or approved by the Association.
5. This indemnity provision shall be liberally construed in the interest of and for the protection of the Association. If any provision hereof is held to be void or unenforceable under the laws of any place governing its construction or enforcement, then this instrument shall be made void or vitiated thereby, but shall be construed to be in full force and effect when read as though such unenforceable or void provision has been omitted.
6. The liability of the Resident under this indemnity provision is direct and primary and is not conditioned or contingent upon the prior pursuit of any remedy available to the Association except demand for performance upon the Resident. The Resident shall be liable for and shall pay promptly to the Association all Costs, expenses, and attorney's fees incurred by the Association in enforcing its rights hereunder.

RESIDENT'S NAME _____ ADDRESS _____
PHONE _____ EMAIL ADDRESS _____
DATE OF FUNCTION _____
HOURS OF RENTAL _____ TIME OF RENTAL: _____ TO _____
RESIDENTIAL STATUS AND ACCOUNT BALANCE CONFIRMED _____ IDENTIFICATION VERIFIED _____
DEPOSIT PAID \$ _____ DATE _____ RENTAL FEE PAID \$ _____ DATE _____

Resident acknowledges that they have read and understand the Clubhouse Rules. \_\_\_\_\_

Resident Acknowledges that the checklist is required to be turned in to the office at the end of the rental. \_\_\_\_\_

**RESPONSIBLE RESIDENT'S SIGNATURE**

**MANAGEMENT'S SIGNATURE**

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\_\_\_\_\_

### Additional Fee Schedule

Cost	Charges apply to the Following
\$50-100	All trash must be removed, spills cleaned and floor swept. Tables and chairs must be returned to the original position and cleaned of all debris. <b>Floors may not be left sticky.</b>
\$50/door left unlocked	The Clubhouse has an automatic locking mechanism however if the secondary double door is not properly secured and left unlocked this will result in a fee.
\$40/hour	Rental in excess of 6 hours
\$50/per Hour	Patrol Services
\$5/per balloon	Cost to remove balloons from ceiling.
\$10/per table	For rentals requiring additional tables there will be a charge for each table needed.
\$2/per chair	For rentals requiring additional chairs there will be a charge for each chair needed.
Cost of Repair + 10% (minimum \$250)	<p>Repair to any damages to facility including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Damage to walls or paint</li> <li>• Damage to floor</li> <li>• Damage to glass</li> <li>• Damage to doors</li> <li>• Damage to furniture</li> <li>• Holes caused by use of pins, tacks, nails, tape, etc.</li> <li>• Damage to landscaping</li> <li>• Damage to glass table tops</li> <li>• Damage to fans/light fixtures</li> <li>• Damage to piano</li> </ul>
Replacement Cost + 10% (\$500 minimum)	Damage to TV's, audio equipment and other electronics
\$350.00 Deposit	<p>Forfeiture of deposit for failure to notify Management of alcohol use without securing security</p> <p>Forfeiture of deposit for accessing pool during clubhouse rental</p>