

KIRBYWOODS PROPERTY OWNERS ASSOCIATION OF TAYLOR LAKE VILLAGE POOLHOUSE RESERVATION POLICY AND REGULATIONS

****KirbyWoods POA Requires 1 Week Notice
Prior to Renting the Poolhouse****

APPLICANT MUST BE 21 OR OLDER

**NO GLASS CONTAINERS
ALLOWED ON POOL DECK !!!**

**Hours of Rental: Sunday-Thursday: 9:00am-10:00pm /
Friday-Saturday 8:00am-11:00pm**

\$35.00 Rental Fee - \$100.00 Security Deposit

I. APPLICATION:

The rental of the KirbyWoods Poolhouse, 1200 Pinewood Lane, Seabrook, Texas requires the completion of three (3) documents prior to approved rental and use: the Application, the Agreement and the Terms and Conditions. Please print legibly ALL information requested on all documents.

_____ a Homeowner and Resident of KirbyWoods POA, Seabrook, Texas, request the use of the KirbyWoods Poolhouse on:

Date and Time of Event: _____

Purpose of Event: _____

Home Address: _____

Contact Phone: _____ (circle) Home Mobile

Email Address: _____

Number of Adults (21 years or older) to attend: _____

Number of Minors (less than 21 years of age) and/or Children to attend: _____

**** Two certified peace officers MUST BE PRESENT AT ALL EVENTS having twenty five (25) or more adult guests where alcohol (liquor) is present (NO EXCEPTIONS).**

Minimum charge is \$280.00 (2 X \$35.00 per hour-minimum 4 hours)**

Enclosed is:

check # _____ made out to KirbyWoodsPOA for the \$35.00 rental fee and

check # _____ made out to KirbyWoodsPOA for the \$100.00 security deposit (returnable upon inspection of facility)

II. AGREEMENT

KirbyWoods Property Owners Association of Taylor Lake Village (hereafter referred to as the “Association”), is the Owner and/or operator of a Common Area serving the members of the Association who are residents within the Association located in Harris County, Texas; and the person(s) whose signatures appear below are residents within the KirbyWoods subdivision (hereinafter referred to as “Member”), who for and in consideration of the issuance of access to the Poolhouse do hereby agree as follows:

- The resident member who executes the KirbyWoods Property Owners Association of Taylor Lake Village Poolhouse Rental Agreement must remain present during the entire period that the facility is reserved for his or her private use. In the event such resident member is not present, or if the member leaves the Poolhouse area while his guests remain, the Association may retain all or part of the required deposit.
- Resident members reserving the Poolhouse for private use are responsible for cleaning the facilities and surrounding area and returning same to their original condition. The Poolhouse and surrounding area must be cleaned and ready for inspection at the end of the rental period. All trash and garbage shall be placed in proper containers and taken outside the facility for disposal. Failure to clean the facilities and surrounding area by the end of the period of private use will result in forfeiture of a minimum of \$50.00 of the required deposit. \$100.00 may be retained if the facilities and surrounding area are left excessively untidy and unclean.
- If the facilities are being rented for parties for persons under eighteen (21) years of age, two (2) adults must be present at all times for each 25 guests. The facility may not be used by minors without the required number of adults present under any circumstance.
- KirbyWoods Property Owners of Taylor Lake Village Poolhouse Rental Agreement does not include EXCLUSIVE use of the pool or pool deck area. I understand that the pool and its curtilage (grounds, pool, pool deck, tennis court and parking area) are still open to other residents.
- A maximum of 50 persons may occupy the Poolhouse at any given time.

- Two certified peace officers **MUST BE PRESENT AT ALL EVENTS** having twenty five (25) or more adult guests where alcohol (liquor) is present (**NO EXCEPTIONS**). Security officers are prepaid by the homeowner at a rate of \$35.00 per hour, for a minimum of 4 hours.
- Smoking is prohibited inside the Poolhouse.
- Absolutely no parking on the grass.
- Animal or pets (except sensory assistance animals) are **NOT** permitted in the Poolhouse.
- **ILLEGAL DRUGS OF ANY KIND ARE NOT ALLOWED IN THE POOLHOUSE OR SURROUNDING AREA AT ANY TIME.**
- I agree to pay for the rental of the Poolhouse, a \$35.00 usage fee and \$100.00 security deposit, payable at the time of the submission of this agreement, release and application. I have attached two checks/money orders to this application, as required, made payable to KirbyWoods POA, to cover the amounts of the usage fee and for the property deposit.
- I understand and agree that the property deposit is refundable after the event, in full compliance with all rules pertaining to the use of the Poolhouse and satisfactorily passing a property damage inspection by a member the Property Owner's Association Board or an appointed representative of the KirbyWoods community.
- I understand that any damage or loss of property or furnishings will result in the loss of my security deposit and a charge equal to the replacement cost of the damaged or missing property or furnishings.
- I further understand and agree that as a homeowner and resident of KirbyWoods, I am responsible for property damage, the conduct, behavior, dress, noise level and language of all guests and family members attending or participating in any function for which I have rented the Poolhouse.
- I understand and agree that any violation of any local, county, state or federal law occurring in the Poolhouse or within its curtilage (grounds, pool, pool deck, tennis court and parking area) during the period of my rental of the Poolhouse by any of my guests or family members may prohibit me or

any of my resident family members from using or renting the Poolhouse in the future.

- I understand and agree to the Terms and Conditions attached to this agreement and made part of the application by reference and inclusion.
- I further understand, as a Homeowner and Resident of KirbyWoods who is renting the Poolhouse, that by signing this agreement, I am agreeing to indemnify and hold harmless the Association and its management company against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the use and rental of the Poolhouse facilities by me (us). I will defend any and all lawsuit(s) or cause(s) of action that may be brought against the Association or their management company on account of such accidents and will make good and reimburse the Association or management company for any expenditures that the Association may make by reason of such accidents.

Signature

1. I have read, acknowledged and agree to abide by all posted/published policies, rules and regulations concerning the Association's Recreational Facilities, Poolhouse and Common Areas within the Association.
2. I agree to assume the risks involved with the use of the Facilities, Poolhouse and Common Areas within the Association.
3. To the fullest extent permitted by applicable law, Member shall and does hereby agree to indemnify, protect, hold harmless and defend the Association, its Directors and Officers, and their respective heirs, legal representatives, members, partners, agents, employees, officers, directors, shareholders, parents and subsidiaries, from, and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, liabilities and expenses, including court cost and attorney's fees of any nature, kind or description (including without limitation, claims for property damage, injuries to, or death of any person or entity) arising out of the use of the Poolhouse/Common Areas within KirbyWoods by Member, Member's family members, invitees and guests, whether or not specifically invited by Member.

4. The obligations of Member under this indemnification shall apply even if such liabilities are caused in whole or in part by the sole or concurrent negligence of the Association and whether or not such sole or concurrent negligence of the association was active or passive or by any matter or thing in which liability might be imposed.
5. The parties agree that in the event any law is enacted which governs this agreement and which limits in any way the extent to which indemnification may be provided to the Association, this contract shall automatically be amended to provide that the indemnification provided hereunder shall extend only to the maximum extent permitted by applicable law.
6. This Agreement shall further constitute a waiver of subrogation by the Member against the Association and its insurance carriers.

ACCEPTED AND AGREED:

Homeowner Signature_____

Date _____

III. TERMS AND CONDITIONS

The Association will allow members of the Association to reserve the Association's Poolhouse for private parties subject to the following policy and regulations:

1. Members of the KirbyWoods Property Owners Association of Taylor Lake Village, in good standing, may reserve the Poolhouse for the private use. In order to be in good standing, all Association maintenance fees and related charges must be paid in full. The Poolhouse is available for rental seven days a week. Hours of Rental: Sunday, Thursday: 9:00am-10:00pm /Friday-Saturday: 8:00am -11:00pm
2. Reservations must be made through KirbyWoods HOA appointed representatives at least 1 week prior to the proposed date desired for private use. Reservations will be allowed on a first come – first serve basis. The reservation of the Poolhouse will be made firm when the representative receives the completed and signed application and checks or money orders for the security deposit and usage fee.
3. A payment must be made to the Association by the Member in the form of a check or money order made payable to KirbyWoods POA at the time the reservation is confirmed. This payment includes checks of \$35.00 for the usage fee and a security deposit of \$100.00
4. The security deposit will be returned to the individual reserving the Poolhouse within 7 business days of the Poolhouse use, provided that all persons using the Poolhouse during the reservation period observe all rules contained herein or attached hereto, do not damage the facilities or surroundings area in any way, and leave the facility and the surrounding area clean from trash and debris. All or part of the deposit may be retained by the Association to the extent necessary to cover costs of clean-up and /or repair of damage to the facilities. In the event the Association retains any part of the deposit, the member shall be given an itemized account of damage and/or repairs made to the property. Excessive damage above the \$100.00 deposit will be charged to the resident who reserved the facility. By renting the facility, the resident agrees to pay for all such excessive damages. Failure to pay will result in loss of any future Poolhouse use and legal remedies will be pursued, as necessary. Additionally, the Association may retain the deposit if it is determined that the Poolhouse and/or surrounding area is used for any commercial inappropriate purpose.

5. The KirbyWoods Property Owners Association of Taylor Lake Village Poolhouse Rental Agreement must be executed and submitted with the deposit and rental fee at the time the reservation is confirmed. Resident members reserving the Poolhouse for private use agree to release and hold harmless KirbyWoods Property Owners Association of Taylor Lake Village, it's officers, directors, employees, representatives and agents from all liability for accident, injuries to, or death of, individuals, and damage to property occurring as a result of the conduct, actions or negligence of persons using the facilities during the period of private use. Persons reserving the Poolhouse personally guarantee payment for any damages occurring which is in excess of the deposit.
6. A resident member reserving the Poolhouse for private use who wishes to cancel such reservation must do so at least twenty-four (24) hours prior to the reserved period in order to receive a full refund of the deposit.

ACCEPTED AND AGREED:

Homeowner Signature _____

Date _____

Please return Agreement to:

Theresa Horton
1114 Live Oak Ln.
Seabrook, TX 77586

Phone: 209-740-6052
email: hawaiigirltoo@gmail.com

Prior Event Walk-Through

Date: _____

HOA Representative Signature: _____

After Event Walk-Through

Date: _____

HOA Representative Signature: _____