

Lakes of Savannah South Clubhouse Rental Agreement

Rules and Regulations Governing the use of the Lakes of Savannah South Clubhouse

The Lakes of Savannah South Community Association Board of Directors hold all rights to amend the rules and regulations of the Lakes of Savannah South Clubhouse at any time.

Please read this document carefully and in its entirety.

The Lakes of Savannah South Clubhouse Rental Agreement must be completed and returned to:

GOODWIN & COMPANY
HLOSVmanager@goodwintx.com
1400 Broadfield Blvd., Ste 600, Houston, TX 77084

Please email all Rentals forms to the above email address

**** Please drop off all checks for deposits and fees to the above mailing address with a copy of the Rental Forms****



❖ *Clubhouse available for rent after Labor Day Weekend and before Memorial Day Weekend*

The Lakes of Savannah South Clubhouse is located at:
14000 Southern Oak Lane, Rosharon, TX 77583

Dear Homeowner,

Pursuant to your request, enclosed is the Use Agreement for the Lakes of Savannah South Community Association's (the "Association") Clubhouse. Please note that the clubhouse is available for lease only to **owners** of property in the Lakes of Savannah subdivision, and such owners must be current in their assessments.

LAKES OF SAVANNAH SOUTH CLUBHOUSE RENTAL FEE \$400.00

Please read, sign, and return the following:

1. Lakes of Savannah South Clubhouse Reservation Form
2. A copy of Texas Driver's License
3. \$250.00 Security Deposit (made payable to Lakes of Savannah South)
4. \$400.00 Rental Amount *made payable to Lakes of Savannah South*
(Consists of \$250 rental fee and \$150 cleaning fee)
Must be paid no later than 48 hours after application approval.
5. If applicable, verification of security as required under paragraph 5(b) of the Clubhouse Agreement. The association provides a courtesy hold for schedule date requests. The courtesy hold will be surrendered if the verification of security is not received within 48 hours of application approval.

The Lakes of Savannah South Pool and pool deck located at the Clubhouse are **NOT** included with the clubhouse rental.

The Clubhouse is available for rent on a first-come-first-served basis. Reservations are not finalized until items 1-5 listed above are in the possession of the Association. Courtesy holds will be available for 48 hours to allow you time to provide rental fee and security receipt (if required), after that time your reservation is no longer held.

8 Tables (4 Round and 4 Rectangular) with black table covers and 50 chairs are included with your Clubhouse Rental Agreement. Set up and take down of the tables and chairs is not included in the Clubhouse Rental Agreement. Residents **MUST** wipe down any tables and chairs used.

The Clubhouse rental is a 6-hour rental. The hours can be of your choosing, but the starting time must be no earlier than 10am and must end no later than 11pm. If you would like to add on additional time to your rental, that can be arranged for \$50/hour additional, remaining in the 10am -11pm time frame.

Prior to the event beginning, a door and alarm code, for the day of use, will be provided to the Resident.

The Pre/Post checklist provided will be utilized. Failure to clear the clubhouse of trash and debris after your rental will result in an additional fee of **\$100.00** being charged to your account. This includes emptying the fridge and taking the trash out. Any trash that does not fit in the provided exterior trash cans must be removed from the premises.

Payments are processed at the time of application. The Association reserves the right to cash any and all checks upon receipt.

Cancellation requests received between 3 -13 days from the date on your scheduled agreement will forfeit Security Deposit (\$250). Cancellation requests received less than 72 hours from the schedule agreement will forfeit the Rental Fee (\$400.00).

An event for which there will be more than 10 persons between the ages of 13 -20 anticipated to be present, an adult chaperone (21+) is required for every 10 persons.

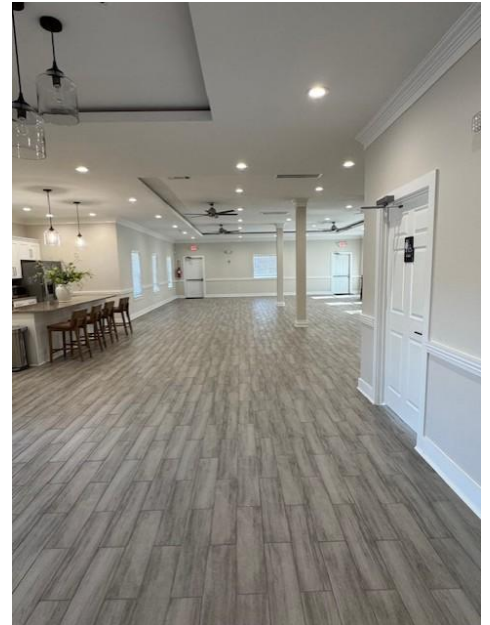
****IT IS A BREACH OF CONTRACT TO ACCESS THE CLUBHOUSE PRIOR TO THE RESERVATION SPECIFIED TIME ON THE RENTAL AGREEMENT****

Questions?

Contact the Lakes of Savannah South Community Manager HLOSVmanager@goodwintx.com

For day of questions or concerns, please reach out to:

- Jessica Cooper at 281-409-6941 or jcooperlossouth@gmail.com
- Teresa Rhodes at 281-914-8888



LAKES OF SAVANNAH SOUTH CLUBHOUSE RENTAL CLEANING & DEPARTURE CHECKLIST

COMPLETE THE FOLLOWING BEFORE LEAVING THE CLUBHOUSE AFTER YOUR RENTAL.

CLUBHOUSE RENTAL CLEANING CHECKLIST

- EMPTY ALL TRASH CANS (KITCHEN AND RESTROOMS)
- REMOVE ALL PERSONAL ITEMS
- WIPE DOWN ALL TABLES, CHAIRS AND COUNTERTOPS USED
- REMOVE ALL DECORATIONS
- CLEAN FLOORS
- REMOVE ITEMS FROM KITCHEN
- TURN ALL LIGHTS OFF
- RESET A/C THERMOSTAT TO 75 DEGRESS COOLOR HEAT TO 65 DEGREES
- ENSURE ALL DOORS ARE SECURELY LOCKED
- DISPOSE OF THE GARBAGE (CANNOT BE LEFT AT THE CLUBHOUSE UNLESS IN EXTERIOR CANS)
- RETURN ALL FURNITURE TO ORIGINAL SETTING

I HAVE COMPLETED THE REQUIREMENTS LISTED IN THE CLEANING CHECK LIST AND AM AWARE THAT FAILURE TO COMPLY WITH THE CHECKLIST ABOVE WILL RESULT IN A CHARGE OF \$100.00 BEING TAKEN FROM MY SECURITY DEPOSIT:

SIGNATURE: _____

LAKES OF SAVANNAH SOUTH CLUBHOUSE RENTAL AGREEMENT

EXPRESS DISCLAIMER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is made for the _____ day of _____, 20____
Lakes of Savannah South Community Association (hereinafter referred to as "Association"),
and _____ (hereinafter referred to as "Owner")
and concerns the private use of the Lakes of Savannah South Clubhouse located at 14000
Southern Oak Lane, Rosharon, TX 77583.

WITNESSETH

1. **PARTIES:** Under the Shared Rec Agreement; Goodwin & Comp any will maintain the clubhouse for Lakes of Savannah South Community Association, the owner of that certain clubhouse located at 14000 Southern Oak Lane, Rosharon, Texas 77583; and _____ is an owner in the Lakes of Savannah South subdivision and requests to use the clubhouse for a private function.

RESIDENT PROPERTY ADDRESS (must reside in Lakes of Savannah South):

CONTACT NUMBER: _____

CONTACT EMAIL: _____

2. **TERM:** Beginning at _____ AM/PM (circle one) and ending at _____ AM/PM (circle one).

*ADDITIONAL HOURS: Y / N If Yes, how many: _____

Type of Party: (Example-Birthday Party) _____

Number of Expected Guests: (max. 90) Adults (21+) _____ Young Adults (13-20) _____
Children (0 -13) _____

3. **RENTAL:** The Resident agrees to pay the Association the rental fee no later than 48 hours after signed Rental Agreement.

4. **UTILITIES:** Association agrees to pay all utility charges.

5. **USE OF PROPERTY:** The property shall be used by Resident for the following purposes only:

- a) The maximum number of guests at the clubhouse is not to exceed 90 total guests, children, young adults and adults. Alcoholic beverages must not be served to or consumed by anyone under the age of 21.
- b) The Resident is responsible to hire, at his/her expense, a uniformed security officer for any gathering where:
 - a. alcohol will be served, or any event extending beyond 9pm in the evening,
 - b. any event with more than 50 guests (adults, young adults and children).

A receipt from the security company must be provided to the Association no later than 5 days prior to the event date.

- c) All evening functions must be concluded by 11pm.
- d) Excessive noise and/or rowdy or unruly behavior will not be tolerated.
- e) Visitors may park their cars in the parking area adjacent to the clubhouse in designated or clearly marked parking spaces. Goodwin & Company and Lakes of Savannah South Community Association are NOT responsible for vehicles parked on the street. Resident and Guests shall abide by all local and county rules and regulations.

6. NO ASSIGNMENT OR SUBLEASE: The Resident shall not assign this Lease or sublet any part of the Clubhouse.

7. RESIDENT IS RESPONSIBLE FOR:

Following all Clubhouse rules as posted inside the Clubhouse and as set forth herein.

- a) Leaving all Association owned property untouched and unmoved, other than the tables and chairs used for serving and seating. All chairs must always remain inside the clubhouse.
- b) Any damage to property, fixtures, floors, windows, doors, furniture or related equipment.
- c) Emptying trashcans and removing trash from the premises (garbage must be taken home and not left outside the clubhouse). Leaving garbage bags at the premises will result in \$100.00 fee being billed to owner's account.
- d) Removing any decorations (Confetti/ Glitter is NOT allowed at any time inside the facility), trash, additions or enhancements not on the premises during the time of initial inspection.
- e) Remove all food (microwave oven, refrigerator, cabinets and cupboards).
- f) Turning off the lights and water faucets.
- g) Lock all doors. Resident is responsible for subsequent damage and/or theft as a result of failure to secure the Clubhouse.
- h) Set security system upon departure. Instructions located in clubhouse binder.

8. NO SMOKING, VAPING, OR TOBACCO USE ALLOWED IN THE CLUBHOUSE.

9. ALCOHOL POLICY

- a) A uniformed officer is required.
- b) No Alcohol shall be served to anyone under the age of 21.
- c) No alcohol shall be sold; no "cash bar" shall be permitted.
- d) No person who is visibly intoxicated shall be served alcohol.

10. NO ACCESS OF THE POOL OR SURROUNDING POOL DECK PERMITTED.

If the pool and surrounding deck area are accessed at any time, by any guest, during the event the Association reserves the right to immediately terminate the event. No refunds will be given. NO EXCEPTIONS.

11. NO COOKING ON SITE

- a) There is to be no cooking on site.
- b) Food provided must be cooked off site and brought in.
- c) Food warmers, crock pots and similar heating devices will be permitted.
- d) Food Trucks will be permitted in the parking lot but shall not block the Fire Lane.

12. MINOR POLICY

- a) An event for which there will be more than 10 persons between the ages of 13 -20 anticipated to be present, an adult chaperone (21+) is required for every 10 persons.
- b) Must round up to nearest number of 10 minors for number of chaperones required.

13. PETS: No pets of any kind allowed in clubhouse.

14. PERSONAL BELONGINGS: The Resident shall remove all of Resident's property at the end of the lease. The Association is not responsible for any personal belongings or items left behind. Any property left behind shall become the property of Association and may be disposed of.

15. CONDITION OF PROPERTY: Resident has examined the clubhouse and accepts the Property, furniture and appliances in its current condition and state of repair. Upon expiration of the lease term, or early termination, Resident shall surrender the property to Association in its required condition under the terms of this Agreement.

16. 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 limited to the following: pushpins, nails, screws and tape are not allowed.

17. INSPECTIONS: During the lease term, Association may enter the Property at any time to inspect.

18. COMPLIANCE WITH LAWS: Resident shall obey all applicable laws, restrictions, ordinances, rules and regulations with respect to the Clubhouse. Resident's use and occupancy of the Clubhouse is contingent on complying with all applicable laws.

19. REPAIRS AND MAINTENANCE: Resident shall bear all expense of repairing, replacing and maintaining the Clubhouse, including but not limited to grounds, trees, shrubs,

appliances, furniture, doors, walls, windows, screens, deck and ceilings. Resident shall repair at their expense, any damage to the Property caused directly or indirectly by the acts or omissions of the Resident or any other person by the consent, invitation or sufferance of Resident. The repair or replacement of such damage shall be commenced immediately and completed with no unreasonable delay. Resident hereby knowingly, voluntarily, specifically and for a valuable consideration waives all duties imposed on the Association that can be waived pursuant to Section 92.006 of the Texas Property Code.

20. INDEMNITY: Resident shall indemnify and hold Association harmless from the claims of Resident, as well as all third parties, for loss of life, injury or damage to the person or injury or damage to the Clubhouse of such third party, arising from the use or occupancy of the Clubhouse by Resident. This indemnification shall include all costs thereon and expenses incurred by Association, including attorney's fees. Further, Resident is required to notify all of Resident's guests and/or invitees that their presence upon the property is expressly subject to their agreement to waive all claims against Association for injury or damage to their person or property resulting, directly or indirectly, from their use of the Clubhouse, and to hold Association harmless relative thereto. Said guests and/or invitees may be required by Association to sign an acknowledgement of their understanding of the terms of this Agreement.

21. INSURANCE: Association and Resident shall each maintain such insurance on the improvements and Property as each party may deem appropriate during the term of this Lease.

22. DEFAULT: If Resident fails to perform or observe any provision of this Use Agreement, then in the sole opinion and option of Association, this Use Agreement may be terminated and Resident's function may be cancelled and all of Resident's guests may be asked to leave the premises, with no liability as to any damages claimed by Resident.

23. TERMINATION: This Use Agreement shall terminate upon expiration of the term or upon Resident's default under this Agreement. Upon termination, Resident shall vacate the Clubhouse immediately.

24. HOLDING OVER: Any possession by Resident after termination shall not operate to renew or extend the term but shall be construed as a tenancy at sufferance of the Association. Resident shall pay a rate of \$50.00 per hour during the period of any possession after termination (midnight).

25. HAZARDOUS USE: The Resident will not keep anything in the Clubhouse, which is dangerous, flammable, and explosive or might increase the danger of fire or any other hazard.

26. ATTORNEY'S FEES: Resident agrees that he/she will be responsible for all legal fees incurred by Association for any proceeding brought under or with relation to this lease or transaction.

27. NOTICES: All notices by Association shall be in writing and effective when delivered to the Resident or to the Clubhouse. All notices by Resident submitted as required by law shall be in writing and effective when delivered to Association's managing agent,

Goodwin & Company.
1400 Broadfield Blvd., Ste 600,
Houston, TX 77084.

28. VALIDITY OF USE AGREEMENT: If any clause or provision of this lease is invalid, then the remaining portions of the Agreement remain in effect.

29. 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 Use Agreement, consult your attorney before signing.

30. CANCELLATION:

- a) If Resident cancels this agreement 14 days or more prior to event date, Resident will be given a full refund. Refund to include the \$250 Security Deposit and the \$400 Rental Fee.
- b) If Resident cancels this agreement between 3 and 13 days prior to the event date, then the \$250 .00 security deposit shall be forfeited. Refund will be the \$400.00 Rental Fee.
- c) If Resident cancels this agreement with less than 3 days prior to the event date, then the \$400.00 Rental Fee shall be forfeited. Refund will be the \$250 Security Deposit.

31. ENTIRE LEASE: All promises made are contained in this written Use Agreement. This Use Agreement can only be changed in writing and signed by both the Resident and Community Association.

DATED THIS _____ DAY OF _____, 20__

Lakes of Savannah South Community Association

Resident Name: (Print)

Signature:

Email:

Community Manager Signature

Date of Acceptance

Fees Sheet

Cost to rent the Clubhouse: \$400 for 6 hours

Security Deposit: \$250.00

Additional Hours: \$50.00 per hour

Costs for violating the Agreement: \$100.00 (to come out of Security deposit or be charged to the owners account)

Chair and Table Cleaning Fee: \$60.00

AFTER your event: Once the Clubhouse has been inspected and everything is in order. The manager will submit a refund check request through the management system. The refund will come to the property addressed and be made out to the owner of the home. Please allow 3-4 weeks for this process

If anything needs to be replaced at the cost of the Homeowner, please see some replacement costs below:

Sofa: \$2,126.03

Rug: \$1,300.00

Plants: \$84.87

Coffee Table: \$1,173.08

Barstools: \$184.67 Per Chair

Folding Chair: \$33.15 per Chair

Kitchen Shade: \$2,544.21

Swivel Chair: \$125.97 per Chair

Black Round Accent Chair: \$172.33

Décor Pillow: \$102.29 per pillow

Décor Books: \$77.56 per Book

- This is not an all-inclusive list and there are other costs associated with misc. décor, lighting, fans, trash cans, etc.