

Windermere Lakes Clubhouse

RESERVATION AGREEMENT

Name: _____

Address: _____

Home Phone: _____ Office Phone: _____ Email: _____

Requested Date of Function: _____ Type of Function: _____

Start Time (including set-up): _____ End Time (including clean-up): _____

Complete this form and mail or deliver to **FirstService Residential, 5295 Hollister Road, Houston, TX 77040**. The reservation must be received at least ten (10) business days prior to the date of your rental, and will be confirmed *only* upon receipt of this signed reservation form, by the actual homeowner, and two (2) checks made payable to “Windermere Lakes HOA.” Your reservation will be cancelled if arrangements are not made as outlined under “Inspection of Clubhouse” below.

Clubhouse Rental Times: Monday-Sunday 9:00 a.m. – 12:00 a.m.

All Rental Times: **9 Hours** in duration (including set up and clean up) for both resident and non-resident renters; any additional hours are payable in advance at the rate listed below.

Rental Rate Chart: Check appropriate area below. Pool rental and lifeguard fees will apply (**EVEN ** WITHOUT ** SWIMMERS **) if renter wants to access the pool area during the function. Note: Fee for pool rental does not include payment for lifeguards. Lifeguard fees will be separate and payable to the pool management company.

***Please note that the pool is only available for rental before or after public pool hours, which are from 10:00am – 9:00pm.**

		<u>Rental Fee</u>	<u>Deposit Fee</u>	<u>Fee per Each Additional Hour</u>
<u>Resident</u>				
<input type="checkbox"/>	Clubhouse only	\$ 350.00	\$ 300.00	\$ 50.00
<input type="checkbox"/>	Pool only	\$ 150.00	\$ 50.00	\$ 25.00
<input type="checkbox"/>	Clubhouse and Pool**	\$ 500.00	\$ 350.00	\$ 75.00
 <u>Non-Resident</u>				
<input type="checkbox"/>	Clubhouse only	\$ 1,000.00	\$ 400.00	\$150.00
<input type="checkbox"/>	Pool only	\$ 250.00	\$ 75.00	\$ 25.00
<input type="checkbox"/>	Clubhouse and Pool	\$ 1,250.00	\$ 475.00	\$175.00

(Non-Residents are limited to 4 rentals per year for Fridays or Saturdays.)

Maximum Occupancy: **101 persons** (Per Fire Marshall). No exceptions.

Keys - Only the appropriate key(s) to the front, patio door and/or kitchen will be provided. You will receive the keys at the pre-rental inspection, and the keys **must** be returned at the post inspection. There will be a forfeiture of \$25.00 from the deposit if the keys are returned late. If the keys are not returned at all, \$100 will be charged to the renter for the cost of re-keying and having new keys made. In the event you are scheduled to meet for the pre-rental and post inspection to either pick up or return your key and there is a “no show”, you will be charged an additional fee of \$ _____ on top of the \$25.00 forfeiture.

Inspection of Clubhouse – You are required to contact Bill, 281-728-2146, at least five (5) days prior to the date of your rental to arrange the times you will meet their representative at the clubhouse for both the pre-rental and the post-rental inspection. Your rental will be cancelled if Bill is not contacted five (5) days prior your rental. The first inspection must take place at least one day prior to your rental. At the pre-rental inspection, both the renter and Bill (or the so-designated individual) will sign a Clubhouse Inspection Form before keys will be distributed. Both parties will again sign the same form at the post-rental inspection at which time the keys must be returned to avoid the penalty.

The **Rental Deposit** will be returned in the mail. If the facilities are damaged or left in a dirty manner after a function, the Homeowners Association may, without prejudice to any other remedy, use or apply the whole or any part of the Rental Deposit, to the extent necessary to repair such damage or clean up the facilities. The renter is responsible for disposing of trash accumulated during the time of the rental. The trash must be removed from the clubhouse, and the property, prior to final checkout. User liability for damage or clean up is **not** limited to the amount of the Rental Deposit. Any infraction or violation of this Clubhouse Agreement, or any parts or statements thereof, may result in the immediate forfeiture of the renter's entire Rental Deposit, without prejudice to any other remedy.

USAGE GUIDELINES:

1. The Clubhouse is limited to "not for profit" meetings and functions.
2. **Resident HOA Assessment Fees, including all penalty and interest fees, must be current to reserve and use the Clubhouse.**
3. The reserving person(s) are responsible for locking ALL DOORS, WINDOWS AND RE-SETTING THE THERMOSTAT upon departure from the Clubhouse function. Shutters and furniture are to be returned to their original location.
4. The person(s) making the reservation must be at least 21 years of age and must remain on the Clubhouse premises at all times during the function.
5. Moving the furniture, shutters, and/or furnishings is allowed, but anything that is moved should be put back in its original place for post inspection.
6. The person(s) making the reservation is responsible for set-up and clean up of the function. **All trash must be bagged and removed from premises prior to final checkout.**
7. **SMOKING IS PROHIBITED AT ALL TIMES INSIDE THE CLUBHOUSE. Alcoholic beverages shall not be served to anyone under 21 years of age.**
8. All facilities, other than the Clubhouse, will remain open to other residents during regular seasonal hours. Rental of the pool on a non-exclusive basis will be at the discretion of pool management based on pool usage and availability of lifeguards.
9. Swimming in the pool will only be permitted from the months of May through September. Swimming will NOT be permitted, and the pool will be closed, if the weather is inclement. When having a pool party you are required to hire lifeguard(s) at your own expense. One lifeguard is required for every 25 persons. Renters are responsible for calling the pool management company, **Houston Recreation 713-932-7665** to arrange for lifeguards. **The pool is only available before or after normal pool hours. FirstService Residential must receive confirmation from the pool company that lifeguards have been hired before keys will be given out.** Any infraction or violation of rules, regarding swimming in or use of the pools, shall result in the immediate forfeiture of the renter's entire Rental Deposit.
10. The Rental Deposit and Rental Fee do not limit responsibility for damages or clean-up resulting from the Clubhouse function.
11. Absolutely no firearms, fireworks or explosives, are allowed on the Clubhouse premises, or on any premise in the Windermere Lakes Subdivision. Any infraction of rules, regarding firearms, fireworks and/or explosives, SHALL result in the immediate forfeiture of the renter's entire Rental Deposit.
12. The doors to the clubhouse are to remain closed after 8:30 PM when music is being played inside the clubhouse. No music or PA system operation will be allowed outside the clubhouse after 8:00 PM.
13. Absolutely no rental parties are to interfere with the normal pool operation hours.
14. No one renting the clubhouse at any time shall have the authority to instruct resident pool attendees to leave when the rental period coincides with normal pool operation hours.

In consideration for the right to use the Windermere Lakes Clubhouse and/or the pool, the undersigned (jointly & severally, if executed by more than one renter), does hereby release and agree to indemnify, defend and hold harmless Windermere Lakes Homeowners Association, Windermere Lakes HOA Board of Directors, Windermere Interests LTD., and FirstService Residential and their respective affiliates, agents, directors, employees, successors and assigns (collectively, the “released parties”) from and against any and all claims liabilities, demands, causes of action and damages arising out of, incidental to or in any way resulting from the use of the Windermere Lakes Clubhouse and/or the pool, whether or not caused by negligence of the released parties.

Any infraction or violation of any part of this clubhouse agreement may result in the immediate forfeiture of the renter’s entire Rental Deposit, without prejudice to any other remedy.

Renter’s Signature: _____ Date: _____

Renter’s Initials _____