

**IMPERIAL OAKS PARK POA, INC.
2019 LICENSE AGREEMENT FOR PRIVATE PARTIES**

This License Agreement (the "Contract") is made and entered into by and between Imperial Oaks Park POA, Inc. (the "Association") and homeowner _____ (the "Licensee"), whose information is:

Address _____

Telephone _____

Email _____

*I hereby sponsor my Lessee (the "Assignee") _____
to hold their event. I acknowledge that I am responsible for all fees, and any damages.*

Initials

RECITALS:

1. Licensee owns a home in Imperial Oaks Park POA, Inc., Montgomery County, Texas, at _____; and
2. *As Licensee has agreed to sponsor Assignee, hereinafter "Licensee" shall apply to either party, both being responsible; and*
3. Licensee desires to use the following premises (check as applicable):
 POA Clubroom POA Pool HH Clubroom HH Pool
 Laguna Pool Laguna Breezeway

The above-marked premises are referred to herein as the "Facility". Imperial Oaks Park POA, Inc. pools are referred to herein as the "Pool"; and

4. The Association will only permit Licensee to use the Facility if Licensee agrees to be bound by the following terms and conditions.

NOW, THEREFORE, IN CONSIDERATION of the Association's agreement to use the Facility on the hereinafter set forth terms and conditions and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee hereby agrees as follows:

1. Licensee will only use the Facility for lawful purposes and in such a manner as is permitted by Imperial Oaks Park POA, Inc. deed restrictions, bylaws, rules and regulations, and any written or verbal instructions issued by a member of the Association's Board.
Fundraisers for non-profit organizations may be allowed only with the approval of the Board of Directors.
2. Licensee represents and warrants to the Association that there are neither delinquent assessments owing nor any deed restriction violations affecting Licensee's home and Licensee is otherwise in good standing with the Association.
3. Licensee will be present at the Facility at all times during the Facility's use and properly supervise and control anyone under the age of twenty-one (21) years.

4. The maximum number of attendees that Licensee or Assignee may have attend *any function* at *any Clubroom* during the use period, regardless of whether such attendees are residents of Imperial Oaks Park POA, Inc., is **fifty-five (55)**.

5. Licensee and its guests will vacate the Facility no later than 11:00 pm on the date of use. In the event Licensee or any guests hold over past 11:00 pm, Licensee will pay Twenty-Five Dollars (\$25.00) additional rental for every fifteen (15) minutes, or portion thereof, that Licensee or any guests hold over past 11:00 pm. Such additional amounts shall be deducted from the security deposit. In the event the security deposit is thereby exhausted, Licensee will immediately pay any additional amount owing to the Association.

6. Licensee has delivered to the Association's representative a non-refundable use fee of _____ Dollars and security deposit of Three Hundred Dollars per the following schedule.

a. Clubroom Only (without use of pool):

Fee: Eighty Dollars (\$80.00) for four hours (\$25 per additional hour)

Deposit: Three Hundred Dollars (\$300.00)

b. Clubroom and Pool:

Fee: One hundred thirty Dollars (\$130.00) for four hours (\$25 per additional hour) (Lifeguards are paid via Pool Party Form)

Deposit: Three Hundred Dollars (\$300.00)

c. Pool Only (without use of Clubroom):

Fee: Fifty Dollars (\$50.00) for four hours (Lifeguards are paid via Pool Party Form)

Deposit: Three Hundred Dollars (\$300.00)

d. Breezeway and Pool: (1) 8' table and (12) chairs

Fee: Sixty Dollars (\$60.00) for four hours (Lifeguards are paid via Pool Party Form)

Deposit: Three Hundred Dollars (\$300.00)

Additional table and 12 chairs available for \$10.00

7. Special Conditions: Only one function per facility per day will be reserved. Functions will not be reserved during Holidays, including Holiday Weekends.

All parties will be limited to a total of fifty (55) persons and must be booked through the Management Office at least two (2) weeks in advance. For full refund, Management Office must receive notice of cancellation at least 48 hours in advance.

All pool parties must be booked through the Management Office and through the Association's pool management company at least two (2) weeks in advance. Undersigned shall pay the cost of lifeguards. **A minimum of two (2) lifeguards shall be on duty at all times.** Lifeguards shall be on duty as long as any person(s) are inside the pool gate. These lifeguards must be furnished by the Association's pool management company.

The pool is available for private parties only before or after scheduled pool hours.

8. Licensee shall be responsible for any and all real or personal property damaged by Licensee, Licensee's guests or any other person during or as a result of Licensee's use of the Facility. Licensee hereby certifies to the Association that Licensee has inspected the Facility and it is expressly agreed that the Facility is accepted by the undersigned in its "AS-IS" condition, "WITH ALL FAULTS". ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES REGARDING THE PROPERTY, EXPRESS OR IMPLIED, ARE GIVEN BY THE ASSOCIATION, AND LICENSEE WAIVES AND DISCLAIMS ALL OF SAME (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF SUITABILITY, HABITABILITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

9. Only "Ticky-Tac" is allowed for applying decorations to the Clubroom walls and doors and must be completely removed. No scotch tape, push pins, nails, etc. are allowed.

10. Licensee shall be responsible to provide all cleaning supplies and trash bags. Carpet sweeper is furnished by the Association.

11. In the event the Association incurs any cleaning charges or other damages due to the failure of Licensee to comply with the above set forth items, any such charges or damages shall be deducted from the security deposit. In the event the security deposit is thereby exhausted, Licensee shall immediately pay to the Association all additional charges and/or damages incurred.

12. If Licensee complies with all of the requirements and obligations set forth herein, as determined at the sole discretion of the Association, the security deposit shall be refunded, less any of the deductions described herein and less any other damages, costs or expenses incurred by the Association; provided, however, the retention of the security deposit or any part thereof shall not limit the liability or obligations of Licensee set forth in this Contract or at common law.

13. Prior to vacating the premises, Licensee or Assignee shall complete attached Checklist

INITIAL(S)_____

14. All areas are designated NON-SMOKING areas.

15. **ALCOHOL IS STRICTLY PROHIBITED ANYWHERE ON ASSOCIATION PROPERTY.**

INITIAL(S)_____

16. Noise during the Facility use shall be kept to a minimum during the use period in consideration of other residents across the street, adjacent to or near the Clubroom and/or Pool. If a member of the Association's Board must visit the Facility to ask Licensee to minimize the noise, then a Twenty-Five Dollar (\$25.00) administrative charge shall be deducted from the deposit of Licensee for the second warning and for each subsequent warning.

17. No equipment such as moon walks, ponies, etc. are allowed to be brought to the Association's property.

18. Licensee shall defend, indemnify and hold harmless the Association, the Boards of Directors of Imperial Oaks Park POA, Inc., and the Association's and Board of Director's agents, representatives, officers, directors, members and contractors, including without limitation the POA Management team and VanMor Properties, Inc. (hereinafter collectively

referred to as "Indemnities"), and Licensee further releases said Indemnities, from and against any and all claims, actions, suits, damages, demands, losses, costs, expenses and disbursements, including court costs and attorney's fees, resulting from any injuries to or death of any person or damage to any property (including, without limitation, damage to the Facility and any other real or personal property owned by the Association) arising out of, relating to or in connection with the use or use of the Facility by Licensee, the failure by Licensee to perform any of its obligations hereunder or the negligence or willfully wrongful actions of Licensee, even if caused or alleged to be caused by the sole, joint, comparative or concurrent negligence or fault of any of the Indemnities, and even if any such claim, cause of action or suit is based upon or alleged to be based upon the strict liability of the Indemnities. THIS INDEMNITY AND RELEASE PROVISION IS INTENDED TO INDEMNIFY AND RELEASE THE INDEMNITIES AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN ANY OF THE INDEMNITIES ARE SOLELY, JOINTLY, COMPARATIVELY OR CONCURRENTLY NEGLIGENT OR OTHERWISE STRICTLY LIABLE. To the extent permitted by applicable law, any statutory or common law remedies, which are inconsistent with the provisions of the foregoing indemnity and waiver, are waived by Licensee. This indemnity and release provision shall survive the termination or expiration of this Contract.

19. Upon request, Licensee must provide a copy of Licensee's current insurance policy. The Association reserves the right to require such insurance as it determines necessary in its sole discretion.

20. Licensee shall be responsible to obtain all permits, licenses and authorizations required by any applicable governmental authorities and to comply with all applicable laws, ordinances and governmental regulations pertaining to the use of the Facility. All taxes, fees and assessments (including license and permit fees, sales or use taxes, personal property taxes, or income taxes) shall be borne and paid for by Licensee.

21. In the event that the Association is compelled to retain the services of an attorney to enforce any of the provisions of or collect any sums due under this Contract, the Association shall be entitled to recover such attorney's fees from Licensee.

22. Outside of the Licensee/Lessor relationship, this Contract shall not be assigned by Licensee for any reason and any such assignment is void and of no legal effect.

23. The rights and obligations of this Contract shall survive the termination of the use period and this Contract.

24. The Association reserves the right to terminate this Contract and the use period at any time for any reason. In the event of termination, Licensee shall take all actions normally required at the end of the use.

25. Should any provision of this Contract later be determined to be unenforceable for any reason, the unenforceable provisions(s) shall be reformed to achieve the Association's stated purpose to the greatest extent allowed by law. All other provisions shall remain unchanged and enforceable in any event.

By my signature, I certify to the Association that I have read and understand the Contract and Rules and I understand that I am responsible for myself and guests.

Licensee: SIGNED this _____ day of _____, 20____.
Signature: _____ Printed Name: _____
Address: _____ Phone: _____
Email: _____

Assignee: SIGNED this _____ day of _____, 20____.
Signature: _____ Printed Name: _____
Address: _____ Phone: _____
Email: _____

Imperial Oaks Park POA Account Number: _____

Event Information:

POA Clubroom POA Pool HH Clubroom HH Pool
 Laguna Pool Laguna Breezeway

HH address:	1910 Havenhouse Drive
POA address:	31110 Imperial Oaks Blvd
Both:	Sorina TX 77386

Date of event: _____ Number of guests (limit 55): _____
Type of event: _____
Beginning time of reservation: _____ Beginning time of event: _____
Ending time of reservation: _____ Ending time of event: _____
Total Hours: _____
Rental Fee: _____ **Paid Date:** _____ **Check #:** _____
Deposit: _____ **Paid Date:** _____ **Check #:** _____

Beginning Pool time: _____ *Lifeguards need to be at the pool as long as people are inside the pool gate* **# Guards:** _____
Ending Pool time: _____
 Mix-in (during pool hours) Private
Total Pool hours: _____
Total Pool Cost: _____ **Form sent to DS:** _____

Staff to open and close – call the indicated person if needed.

- o Diane (936) 276-8646 (Cell)

Imperial Oaks Park POA, Inc Clubroom Checklist/Fee Schedule

The following is a schedule of fees that may be deducted from your compliance deposit. **Should any professional services be necessary to clean or remove items from the clubroom and/or pool, additional fees may apply.**

POA Clubroom HH Clubroom

Office Use

Licensee Responsibility (licensee must bring their own cleaning supplies)		Fee	Fee to Withhold
Carpet swept & any spots cleaned	If not cleaned	\$30	
Countertop and sink wiped down	If not cleaned	\$20	
Microwave wiped out	If not cleaned	\$20	
Refrigerator/freezer emptied and cleaned	If not cleaned If not emptied	\$20 \$10/item	
All tables and chairs cleaned and returned to storage room	If not returned	\$20/table \$10/chair	
Blinds lowered and not damaged	If damaged	Cost to replace	
Ticky Tac, decorations, etc. removed from the walls, chairs tables, etc.	If not removed If tape, etc. used	\$20 Cost to repair	
Walls checked for holes	If holes made	Cost to repair	
Balloons removed from tables, chairs, ceiling, etc.	If not removed	\$20	
All trash, <i>including trash in restrooms and parking lot</i> , removed from the room, trash liners replaced, and trash put in receptacles	If not removed	\$20	
Restrooms cleaned and in order	If not cleaned	\$30/room	

Inspector Responsibility

Lights shut off
Air Conditioning turned up to 78 degrees before leaving in the summer
Heater turned up to 68 degrees before leaving in the winter
Check for burnt-out light bulbs

Total Refund Due (no Fees)	
<u>or</u> Total Fees Due	
Refund Due (\$300-Fees)	
<u>or</u> Payment Due (Fees-\$300)	

Licensee: _____
Signature

Name

Inspector: _____
Signature

Inspection Date