

**IMPERIAL OAKS PARK POA, INC.
2021 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 the following "Homeowner:"

Name _____

Address _____

Telephone _____

Email _____

The Homeowner is renting an Association Facility for his or her own use or is sponsoring the following person or entity for using the Facility (the "Assignee"):

Name _____

Address _____

Telephone _____

Email _____

The Homeowner acknowledges that he or she is responsible for all fees and any damages caused by anyone attending the Homeowner's or Assignee's event, whether affiliated with the Homeowner or Assignee.

Initials

RECITALS:

1. The Homeowner owns a home in the Imperial Oaks community in Montgomery County, Texas that is managed by the Association;
2. Because the Homeowner has agreed to sponsor Assignee, the term "Homeowner" as used in this Contract applies to either the Homeowner or the Assignee or both;
3. The Homeowner desires to use the following Association premises (check as applicable):

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

The above-marked premises are referred to in this Contract collectively as the "Facility." Additionally, Association pools are separately referred to in this Contract as the "Pool"; and

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

In consideration of the Association's agreement to allow the Homeowner to use the Facility, the receipt and sufficiency of which is hereby acknowledged, the Homeowner contracts and agrees as follows:

1. The Homeowner will only use the Facility for lawful purposes; as permitted by Association deed restrictions, bylaws, rules and regulations; and as instructed by any written or verbal instructions issued by a member of the Association's office staff or Board.

Fundraisers for non-profit organizations will be permitted only with the approval of the Association's Board of Directors.

2. The Homeowner represents and warrants to the Association that he or she does not owe any Association dues or fees to the Association; that the Association is not currently attempting to resolve a deed restriction violation at the Homeowner's home; and the Homeowner is currently in good standing with the Association.

3. The Homeowner or the undersigned representative of the Assignee will be present at the Facility at all times during the Homeowner's use of the Facility and will exercise reasonable supervision and control over all persons in attendance at the Homeowner's event in the Facility.

4. The maximum number of persons who may attend the Homeowner's event, regardless of whether such persons are residents of the Association, is **fifty-five (55)**.

5. The Homeowner and his or her guests will vacate the Facility no later than 11:00 pm on the date of use. In the event the Homeowner or his or her guests continue to use or occupy the Facility in any manner past 11:00 pm, the Homeowner will pay Twenty-Five Dollars (\$25.00) additional rental fee for every fifteen (15) minutes, or portion thereof, the Homeowner or any of his or her guests use or occupy the Facility after 11:00 pm. Any additional rental amounts charged for excess use will be deducted from the Homeowner's security deposit. If the security deposit is exhausted, the Homeowner will immediately pay to the Association any additional amount owed.

6. The Homeowner has delivered to the Association a non-refundable use fee of \$_____ Dollars from the following schedule and a security deposit of \$300 Dollars.

a. POA or HH Clubroom Only (without use of pool):

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

b. POA or HH Clubroom with Associated Pool:

Fee: \$130.00 for four hours (\$25 per additional hour) (lifeguards are paid separately via the Pool Party Form)

c. Laguna, POA or HH Pool Only (without use of Clubroom):

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

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

Fee: \$60.00 for four hours (lifeguards are paid via Pool Party Form)
Additional table and 12 chairs are available for a single charge of \$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 must be booked through the Association's management office at least two (2) weeks in advance. For full refund, the Association's management office must receive notice of cancellation at least 48 hours in advance.

In addition to booking a Pool through the Association's management office, the Homeowner must also book a Pool through the Association's pool management company at least two (2) weeks in advance. For use of a Pool, the Homeowner must pay the cost of lifeguards. **The Laguna requires 4 lifeguards, the POA Pool 3 lifeguards, and the HH Pool 2 lifeguards.** Lifeguards must 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. The Homeowner is responsible to pay for any and all real or personal property damaged by the Homeowner, the Homeowner's guests, or any other person during or as a result of the Homeowner's use of the Facility.

9. The Homeowner certifies and warrants to the Association that the Homeowner has inspected the Facility and expressly agrees the Facility is acceptable to the Homeowner in its condition "AS-IS" and "WITH ALL FAULTS." THE ASSOCIATION MAKES, AND HAS MADE, ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO THE HOMEOWNER REGARDING THE CONDITION OF THE PROPERTY. THE HOMEOWNER WAIVES AND DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES THAT COULD HAVE OR WERE ALLEGEDLY MADE BY THE ASSOCIATION (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF SUITABILITY, HABITABILITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

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

11. At the end of the Homeowner's event and before leaving the Facility, the Homeowner will complete all tasks on the attached checklist with respect to the entire Facility used by Homeowner.

INITIAL(S)_____

12. The Homeowner is responsible for providing all cleaning supplies and trash bags for cleaning the Facility after use. A carpet sweeper is furnished by the Association.

13. If the Association incurs any cleaning charges or other damages due to the failure of the Homeowner to comply with this Contract, any such charges or damages will be deducted from the Homeowner's security deposit. If the security deposit is exhausted, the Homeowner shall immediately pay to the Association all additional charges or damages incurred.

14. If the Homeowner complies with all requirements and obligations stated in this Contract, as determined by the sole discretion of the Association, the security deposit will be refunded to the Homeowner, less any deductions required by this Contract. Retention by the

Association of portion of the security deposit does not limit the liability or obligations of the Homeowner set forth in this Contract or at common law.

15. No smoking is permitted on any Association property, indoors or out.

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

INITIAL(S)_____

17. The Homeowner must ensure that noise during use of the Facility is kept to a reasonable level to avoid being a nuisance to nearby residents and community members. If a member of the Association's Board must visit the Facility more than once to ask the Homeowner to minimize the noise, then a \$25.00 administrative charge will be deducted from the Homeowner's security deposit for the second and each subsequent warning.

18. The Homeowner forever releases, holds harmless, and covenants not to sue the Association, its Board of Directors, or their directors, officers, members, employees, management companies, volunteers, agents, and all others who are involved with the POA (collectively the "Released Parties") from any and all present and future claims for property damage, communicable disease infection, personal injury, or wrongful death arising as a result of the use of the Facility in any manner whatsoever. The Homeowner voluntarily waives any and all claims, both present and future, and relinquishes on behalf of himself or herself and anyone acting on his or her behalf the right to recover from the Association for any harm, damage, illness, injury, or death.

19. **To the fullest extent permitted by applicable law, the Homeowner agrees to indemnify, protect, hold harmless and defend the Released Parties from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, liabilities and expenses, including court costs and attorney's fees of any nature, kind or description (including without limitation, claims for property damage, communicable disease infection, or injuries to or death of any person) arising out of the Homeowner's or a Homeowner's guest's use of the facility, the failure by the Homeowner or Association to perform any of their obligations under this Contract, or the negligence or wrongful conduct of the Homeowner or the Association, regardless of the actual or alleged negligence of the Released Parties. This indemnity provision is intended to indemnify the Released Parties against the consequences of the Released Parties' own negligence or fault as provided above even when the Released Parties are solely, jointly, comparatively, or concurrently negligent.** To the extent permitted by applicable law, any statutory or common law remedies, which are inconsistent with the provisions of this indemnity obligation and waiver, are waived by the Homeowner. This indemnity and release provision survives the termination or expiration of this Contract.

20. The Homeowner must 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 the Homeowner.

21. If 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 is entitled to recover such attorney's fees from the Homeowner.

22. Except to the Assignee stated above, if any, this Contract may not be assigned by the Homeowner for any reason and any such assignment is void and of no legal effect.

23. The rights and obligations of this Contract shall survive after the Homeowner's use of the Facility.

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

25. Should any provision of this Contract later be determined to be unenforceable for any reason, the unenforceable provisions(s) must 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 his or her signature, the Homeowner certifies to the Association that he or she has read and understands this Contract and Rules and he or she understands he or she is responsible for him or herself and their guests.

Homeowner: 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: Spring 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

Imperial Oaks Park POA, Inc Clubroom Checklist/Fee Schedule

The following is a schedule of fees that may be deducted from the Homeowner's security 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

		Fee	Fee to Withhold
Licensee Responsibility (licensee must bring their own cleaning supplies)			
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	\$20	
	If not emptied	\$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	\$20	
	If tape, etc. used	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			
<u>or</u>	Total Refund Due (no Fees)		
<u>or</u>	Total Fees Due		
<u>or</u>	Refund Due (\$300-Fees)		
<u>or</u>	Payment Due (Fees-\$300)		

Licensee: _____
Signature

Name

Inspector: _____
Signature

Inspection Date