



THE HOMESTEAD CLUBHOUSE 3917 Windmill FACILITIES USE AGREEMENT

This Facilities Use Agreement ("Agreement") is made this ____ day of _____, 20__ by and between THE HOMESTEAD AT CARROLLTON PHASE I HOMEOWNERS' ASSOCIATION, INC ("Association") and _____ ("User") regarding usage of the Clubhouse at 3917 Windmill ("Clubhouse").

The Association has no obligation to make the Clubhouse available for use to any individual. The HOA Board reserves the rights to change the rules for use of the Clubhouse at any time. The Use Fee only offsets a portion of the cost to operate the Clubhouse.

User agrees to read this document and "Exhibit A" (attached) before signing this Agreement. Rental is based the availability of Clubhouse Volunteers, and goes to the first person who has delivered to the Clubhouse Committee this signed *Facility Use Agreement* and payments. Contact information is available on the community website (www.homesteadatcarrollton.com). Requesting use of the Clubhouse by phone or email does not reserve your use.

In consideration of the mutual covenants contained herein and for other consideration, the receipt and sufficiency of which are hereby acknowledged, Association and User hereby agree as follows:

- 1) **Use of Clubhouse.** Association hereby grants User the right to exclusive use of the Clubhouse at 3917 Windmill, Carrollton, TX 75007, and the furnishings and equipment therein on (date) _____, 20__ from _____ a.m./p.m. to _____ a.m./p.m.
- 2) **Available to residents only.** Clubhouse rental is available only to member residents of The Homestead who are current on their dues. At least one Homestead resident must be available for all aspects of this event, including preparation and clean-up. The Homestead resident in charge of this event is: _____, at (address) _____.
- 3) **Availability.** The Clubhouse is not available on holidays. The Clubhouse is also typically not available when scheduled for use by the HOA Board or for other community use.
- 4) **Clubhouse Volunteer availability.** Volunteers of the Clubhouse Committee are not available to provide an "inspection" of the facility for a prospective renter. Floor plan and photos are

available on request. Phone calls to any volunteers should be at reasonable hours (between 9 a.m. and 8 p.m.).

- 5) **“As-is” condition.** Use of the Clubhouse is strictly on a “as-is” condition basis. If there are any needs for repairs or alterations, these can be brought to the attention of the HOA Board for appropriate action in the due course of business. Fast and immediate repairs or changes of any kind will not automatically be made.
 - 6) **Maximum event guests allowed.** The Clubhouse holds a maximum of 35 people, and this limit may not be exceeded. Any event that would include over 35 people is not appropriate for Clubhouse use. This event will include approximately _____ guests.
 - 7) **Pool Use.** Renters who wish to utilize the pool must follow posted rules which allows up to 5 guests per homeowner. Regular pool hours are 6 a.m. to 10 p.m. The grill and recreation area are also available; however, all common areas remain open to all residents. The pool will ____ / will not ____ be used during this event (mark which applies).
 - 8) The kitchen is available for renters and they are responsible for its use, safety and clean-up.
 - 9) **Function.** User agrees that the Clubhouse shall be used for the purpose of (please be specific, e.g., birthday party, wedding reception): _____.
 - 10) **Access for wheelchairs.** User will inform the Pool/Clubhouse Committee or HOA Administrator if wheelchair access is required during the event. Wheelchair access is ____ /is not ____ needed during this event (mark which is applicable).
 - 11) **No rental furniture.** There will be no arrangements made for rental furniture, however homeowners can bring extra chairs if necessary, as long as they are removed immediately following the event. The clubhouse is fully furnished. None of the furniture in the clubhouse is to be removed from the clubhouse, even temporarily.
 - 12) **Other personnel.** Renters are responsible for any extra personnel coming into the clubhouse, e.g., caterers, entertainers or decorators.
- NOTE: A POOL/CLUBHOUSE COMMITTEE MEMBER WILL BE AVAILABLE TO UNLOCK THE CLUBHOUSE AND RESTROOMS BEFORE THE EVENT; HOWEVER, COMMITTEE MEMBERS WILL NOT BE AVAILABLE TO HELP WITH THIS EVENT AT ANY OTHER TIME.**
- 13) **Outside Rentals.** Additional outside rentals will be used. Description of equipment _____ . If renting outside equipment, i.e. a bounce house, include a copy of the company's insurance for HOA records.

- 14) **Rental fee is \$50.00 for the first four hours (This is subject to change) and \$10 for each subsequent hour. Party decorations and other trash in the clubhouse or pool area should be removed by the renter prior to leaving the clubhouse. Excessive disorder may call for an extra cleaning fee being charged to the renter after the event at the prerogative of the HOA Board's representative. See exhibit "A." The rental fee must be paid by check in advance as outlined on the Agreement. Rental is not secured until both checks have been received.**
- 15) **Use Fee: When submitting your Agreement, it is valid only if accompanied by two separate checks made payable to Homestead at Carrollton HOA, Inc. at least five days before the event.** The Agreement and checks should be deposited into the locked drop box located on the Clubhouse porch, on the West wall, to the left of the front door.
- 16) One check must be for \$150 (Deposit for Cleaning Fee). The other is for the amount due for the period of time the Clubhouse will be used. If the Clubhouse is returned in acceptable condition (in the sole judgment of the Volunteer, See Clean Up checklist) the Cleaning check will be destroyed, unless the renter specifies that they will pick it up and make advance arrangements to do so. The other check for use fee will be sent to the management company. Once you have dropped off your agreement and checks, please contact the HOA Administrator at 972-261-9841 or homesteadatcarrollton@gmail.com to advise you have deposited these documents.
- 17) **Insufficient funds:** Collection for any bounced checks will be turned over to the management company, who will add unpaid amounts to the Homeowner's account and accrue interest and fees in accordance with the terms of the Association's documents. Volunteers will not become involved with collections.
- 18) **Forfeiture of Deposit and Other Charges.** User agrees that the Association shall be entitled to retain the Deposit in the event of any breach of this Agreement or any violation of the Association's rules and regulations by User or User's guests or invitees. The Association shall also be entitled to apply the Deposit to the cost of repairing any damage to the Clubhouse or its contents, the cost of replacing any missing or destroyed items, and the cost of any cleanup required after the Function if User fails adequately to perform its responsibilities for clean up as set forth in this Agreement and the Association's rules and regulations.

In addition, the Association shall be entitled to charge a reasonable administrative fee for arranging and supervising such cleaning, repair or replacement. In the event that the Deposit is inadequate to cover such costs, User shall reimburse the Association for any excess costs immediately upon receipt of notice of the amount due. All such costs in excess of the Deposit and all other amounts due from User to the Association under this Agreement shall be an assessment against User and User's property in The Homestead and shall constitute a lien on such property which may be collected in the same manner as provided for collection of other assessments under the Declaration of Covenant, Conditions and Restrictions for The Homestead at Carrollton ("Declaration") and the Bylaws of The Homestead at Carrollton Phase I Homeowners' Association, Inc. ("Bylaws").

Any portion of the Deposit which is not retained or applied by the Association as provided in this paragraph shall be refunded to User within 15 days after the rental along with a written explanation of the reasons for forfeiture of any portion of the Deposit and the amount forfeited

- 18) **Clean-up.** User shall be responsible for leaving the Clubhouse in a neat, clean condition (sweeping and mopping) and for removing all trash and debris from the clubhouse and surrounding common area grounds generated by User's use of the Clubhouse immediately after the completion of the function, in accordance with the association's rules and regulations.
- 19) **Emergency.** In the event of an emergency such as a fire or other situation involving threat of life or property, User shall first contact 911 and then shall use reasonable efforts to contact Association's management company or HOA Administrator at 972-261-9841. An Emergency Phone with a direct connection to 911 is located near the restrooms outside the back of the clubhouse.
- 20) **Cancellation.** User may cancel this Agreement by written notice to the Association delivered to the Clubhouse Committee Chairperson or HOA Administrator at least 24 hours prior to the Function. If written notice of cancellation is received at least one week prior to the time reserved, User shall also be entitled to a refund of the Deposit paid. If written notice of cancellation is received less than 24 hours prior to the time reserved, the Association shall have the right to retain the Deposit in consideration for reserving the Clubhouse for User and foregoing the opportunity to extend use rights to other members.
- 21) **Release and Indemnification.** User assumes all responsibilities, risks, liabilities and hazards incidental to the holding of the Function at the Clubhouse (including but not limited to, the serving of any alcoholic beverages) and, irrespective of any acts or omissions by the Association or its agents, whether negligent, intentional or otherwise, User releases and forever discharges the Association, its officers, directors, employees, agents and members, past and present and future, and agrees to defend, indemnify and hold harmless, from and against any and all losses, expenses, liens, claims, demands and cause of action of every kind and character (including those of the permittee, agent's licensees, and invitees of User) for death, personal injury, property damage or any other liability damages fines or penalties, including costs, attorney's fees and settlements, resulting from any act performed by, or omission on the part of, User, its employees, invitees, permittee, agents or licensees, arising out of or in connection with User's use of the Clubhouse.
- 22) **Right to Terminate Use.** Association shall have the right and option to enter the Clubhouse, terminate use of the Clubhouse and require User, User's guests and invitees to leave the Clubhouse immediately, should the Association's agent determine, in his or her sole judgment, that the conduct of any person using the Clubhouse:
 - a. Endangers the health or safety of any person ,
 - b. Constitutes a threat to any property, or
 - c. Violates federal, state or local laws or ordinances governing User's use of the Clubhouse and all rules promulgated by the Association.This includes User or User's guests' disruption of other Homestead residents at the pool.

- 23) **Disputes.** In the event any conflict or dispute arises between Association and User, the prevailing party shall be entitled to its attorneys' fees and costs.
- 24) **Modifications.** No modifications to this Agreement shall be effective unless in writing and executed by both parties. The Board of Directors shall have no obligation to consider any proposed modification to the Agreement unless submitted in writing at least two weeks prior to the date for which use of the Clubhouse has been reserved.
- 25) **Additional Terms.** See Exhibit "A" attached hereto and incorporated herein for any special terms or provisions as to the use of the Clubhouse.
- 26) **Address concerns to HOA Board.** Any Homeowner who has issues or concerns with the conditions for use of the Clubhouse, or Volunteers, should address them to the HOA Board. The HOA Board meetings are announced in advance through resident blast email. Or notify HOA Administrator at 972-261-9841 or homesteadatcarrollton@gmail.com.
- 27) **Application and Acceptance.** This Agreement shall constitute an application by User to use The Homestead Clubhouse and shall become a binding agreement only upon execution of the Agreement by or on behalf of the Association. In the event the Association declines to accept User's application, User shall be so notified and the Deposit submitted by User shall be refunded in full.

ASSOCIATION:

THE HOMESTEAD AT CARROLLTON PHASE I HOMEOWNERS ASSOC, INC.

By: HOA Administrator

USER:

Name *(please print)* _____

Phone: _____ Address: _____

Email: _____



Resident signature _____

Please read Exhibit "A" on next page.

EXHIBIT "A"

CLUBHOUSE FEE SCHEDULE & RENTAL GUIDELINES

FEE SCHEDULE

Fees apply for all non-association sponsored functions. The HOA Board passed a new policy in 2011 stating: Any group comprising primarily/exclusively Homestead Residents, and which has an unlimited (no games with restricted number of participants allowed such as Pokeno or Bunco) open invitation to all Homestead Residents (which includes open invitations in the newsletter and community e-mail discussion lists), may use the community club house free of charge based on availability.

Rental fee is \$50 for the first four hours. This time includes set up and clean up. After the initial four hours, the rate is \$10/ hour. Cleaning deposit is \$150, and is held until after the event. We will either return your check or destroy it if no damages are incurred. Please contact the Clubhouse Committee Chairperson (see contact information below) if you discover any damages from the prior event. You will be held responsible for any damages found that are not previously reported.

PLEASE NOTE: Balloons that get caught in the ceiling fans are difficult and expensive to remove. Should this happen during your event, your cleaning deposit will be sent to the management company. Charges to repair the ceiling fans will be deducted from your deposit and any additional charges will be billed to you per this agreement. You will need to deal with the management company for a refund, if any.

Please make checks payable to: **Homestead at Carrollton HOA, Inc.**

You may put the agreement and checks in the locked Drop Box on the Clubhouse porch with email or phone notification sent to the HOA Administrator at homesteadatcarrollton@gmail.com, 972-261-9841.

RENTAL GUIDELINES

(There may be some repetition from the Facilities Use Agreement.)

1. The clubhouse and restrooms will be unlocked by one of the members of the Clubhouse Committee prior to the event.
2. Upon entering The Clubhouse, please make note of any existing damage and report immediately to the Clubhouse Committee Chairperson.
3. In the event of an emergency such as a fire or other situation involving threat of life or property, the user shall first contact 911 and then shall use reasonable efforts to contact Association's management company or HOA Administrator at 972-261-9841. An Emergency Phone with a direct connection to 911 is located near the restrooms outside the back of the clubhouse.
4. During use, all efforts should be made to control energy costs by keeping doors to the Clubhouse closed. Pool gates and Clubhouse doors may NOT be propped open at any time during rental.
5. You are responsible for the removal of all trash from the event in the clubhouse, restrooms and any pool trash containers. Trash bags are provided in the pantry and trash bins are available behind the clubhouse.
6. Renters are expected to clean up after Clubhouse use. All cleaning supplies, vacuum and broom, etc. are in the closets or cabinets in the Clubhouse kitchen.
7. Renters must make sure that lights and fans are turned off before leaving The Clubhouse. Please note that lights on the outside are on automatic timers. Lights in the restrooms are also on timers and users must turn the knobs to provide light.
8. Use of the clubhouse is limited to the time period of the rental. Set up may not occur before your rental period if it interferes with another rental.
9. Both clubhouse doors must be locked when the last person leaves. The front door has two locks and the bottom lock on the door handle can be locked and the door closed behind you.
10. The materials in the kitchen storage closet belong to the social committee of the Homeowner's Association and rental of the clubhouse does not automatically give you access to use those shade tents or other materials. You must contact the Clubhouse Committee Chairperson or HOA Administrator to make arrangements to use those items.
11. The clubhouse has an automatic thermostat. If you change the temperature during your rental period, please be sure you hit "run program" on the thermostat before you leave the clubhouse.
12. None of the furniture in the clubhouse is to be removed from the clubhouse, even temporarily, and rental furniture may not be brought in.

13. Clubhouse guests must follow all pool rules. Only five guests are allowed in the pool with the resident at a time. Any guest using the pool must be accompanied by an adult resident. Clubhouse renters will be responsible for all actions of and any damage done by clubhouse guests. While you are renting the Clubhouse exclusively for the rental period, there is no exclusive use of the pool, so you will be sharing it with other Homestead residents and their guests. The pool areas and outdoor amenities are to remain open to all Homestead residents during operating hours.

14. Clubhouse renters shall not block the street in any way or use parking spaces for anything other than vehicle parking.