

FOXWOOD HOMEOWNERS' ASSOCIATION: Recreation Room Usage and Rental Agreement

Please allow at least 2 weeks to process the application.

Agreement is hereby made between the Foxwood Homeowners' Association (hereinafter referred to as FWHOA)

and _____ (homeowner or lessee hereinafter referred to as the

Renter) residing at _____ for rental/use of the recreation room on

_____ (day), _____ (date: month, day, year) from _____ (hour)

AM / PM until * _____ (hour) AM / PM. * Events may not last later than 10:00 PM. The facilities must be cleaned and vacated no later than 11:00 PM.

Renter Contact Information:

Name: _____

Home Phone: _____

Cell Phone: _____

e-Mail: _____

Process:

- Call the Foxwood Phoneline (281-540-7430) to request availability of the recreation room.
 - Someone will return your call within 24-48 hours.
 - At that time, you will be given contact information on how to submit the application and fees.
- Go to the FWHOA website (www.foxwoodhoa.net) and locate the application for renting the recreation room under the "Documents" tab.
- Print out the application, fill it out completely.
- Submit the application with the proper fees for processing.

Conditions for Rental/Use:

- Renter must be a resident of the Foxwood Subdivision, Sections 1, 2, 3, or 4 (original section).
- All residential fees must be paid and up to date before the application can be processed.
- The renter and his/her guests must adhere to all rules set by the Foxwood HOA Board of Directors.
 - Failure to observe the rules will result in the event being closed down.
 - Not observing the rules may jeopardize any future opportunity for using the facilities.
 - The resident/renter must be present at the event.

Fees: the following fees are to be submitted with the completed application.

- **Rental Fee:** One money order in the amount of \$50.00 made out to "Foxwood HOA".
 - This will be deposited immediately
 - This is non-refundable and is the rental fee for using the facilities.
- **Cleaning Deposit:** One money order in the amount of \$100.00 made out to "Foxwood HOA".
 - This will be deposited immediately.
 - After the event, the facilities will be inspected within 48 hours.
 - The condition of the premises will be reported and a refund of all or part of your cleaning deposit will be mailed to you in the form of check from Consolidated Management Services on behalf of FWHOA.

Please allow 3 weeks for this refund to be processed.

- **Should any issues need attention** upon inspection by the FWHOA representative (cleaning, maintenance, damages, or other issues) will be taken care of and reported. This may result in *only part* of your cleaning deposit being refunded to you.

Signature of Renter: _____

Conditions and Rules: *Please initial each statement.*

- It is my responsibility to **keep the pool gate locked** during the event and while setting up and cleaning.
- **No drugs or alcohol are allowed** anywhere on the premises before, after, or during the event. Any breach of this rule will result in forfeiture of all refundable deposits, the event will be closed down by the Constable,

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and limitation or loss of privileges for using the facilities (to be determined by the FWHOA Board of Directors).

- All children are to be attended by an adult at all times.
- **No one is allowed access to the pool or the pool area.** The area surrounding the pool, the pavilion, the deck furniture or anything outside the recreation room, except the bathrooms, may not be accessed or used in any way.
- **Decorations** can be hung with Command® or putty-type adhesives. No mounting that makes holes or damages the surface (including paint) may be used. All decorations, including glitter, confetti, streamers and any other *fixed or loose* items are to be *completely* removed from all surfaces including the floors.
- All **tables** are to be cleaned, collapsed and stacked. All **chairs** are to be wiped down and stacked in the chair dolly.
- All **floors** are to be swept and/or vacuumed. No debris is to be left on the floors. The carpet runner in front of the door is to be vacuumed also.
- All **trash** bags are to be tied and removed to the outside bins (under the pavilion near the gate). If the trash cans are full, the tied bags can be placed on top of or next to the trash cans. A clean trash bag is to be installed in the trash cans.
- **Bathrooms** are to be inspected and left clean and tidy.
- Check the **refrigerator/freezer** and remove any items that you brought. Do not change the settings. Bring your own ice and do not use any ice and/or bottled water that may be in the refrigerator/freezer.
- Clean the **microwave** if you use it.
- Clean the **coffee maker** if you use it. Make sure it is *turned off* before you leave. You must bring your own supplies for the coffee maker.
- Turn off the **air conditioning/heating unit(s)** before you leave.
- Close the **vertical window blinds** with the colored side facing the inside of the room.
- **Lock all doors** (recreation room and bathrooms) **and the gate** before leaving. Both the deadbolt and doorknob on the recreation room are to be locked.

The Key:

- The key can be picked up 2 hours prior to your scheduled event time for decorating and set up.
- The key must be turned in within 24 hours of the end of the event. *(Example: If you schedule your event to end at 8:00 PM, you must return the key to the FWHOA representative no later than 8:00 PM the following day.)*
- It is the renter's responsibility to contact the FWHOA representative and make arrangements ahead of time to pick up and return the key.

Inspection of Premises:

Renter will be allowed to inspect the premises when the application is turned in to the FWHOA representative.

"I have inspected the premises with the FWHOA representative. I have had the opportunity to ask questions and have been satisfied with the information I have received. I have been able to inspect the premises and have found it clean and ready for use." The following **existing damages** were found and noted and *will not be my responsibility*:

Signature of Renter: _____

Hold Harmless Agreement and Use Agreement Statement:

I release Foxwood HOA and/or its agents from all damages, liabilities, losses and/or injuries that may occur as a result of this event agreement and, further, guarantee payment for all damages that may occur during my event.

I have read and agree to all the sections in this application in exchange for the opportunity to use the FWHOA Recreation Room.

Signature of Renter: _____