

PHEASANT CREEK HOMEOWNERS ASSOCIATION, INC.

RESERVATION AND USE CONTRACT

Pheasant Creek Homeowners Association, Inc. (the "Association," a Texas Non-Profit Corporation), will allow members of the Association to reserve the Association's facilities ("Clubhouse") for private use subject to the following regulations, rules, terms, policies, procedures and limitations:

I. RENTAL RULES

No alcohol or tobacco allowed in the Clubhouse at any time.

The facility may be reserved for private use only by those persons who are either members of the Association or lessees in good standing of the Association. "Good standing" means Association Maintenance Fees must be paid in full and the member or his lessee is not otherwise precluded from using such facilities. The person in whose name the reservation of the facility is made and who executes the Facility Use Agreement (sometimes referred to herein as "User," whether singular or plural) must be present during the entire period that the facility is reserved for his or her private use.

Persons reserving the facility for private use are responsible for cleaning up the facilities and surrounding area and returning it to the condition it was in before the period of private use began. Failure to clean up the facilities and surrounding area by the end of the period of private use will result in a forfeiture of at least FIFTY AND NO/100 DOLLARS (\$50.00) of the required deposit. More than \$50.00 of the deposit may be retained by the Association if the facilities and surrounding area is/are left in an untidy or unclean condition. The exact amount of such forfeiture will depend on the nature of the violation, uncleanliness and/or damage and the amount of effort required returning the facility to its normal condition, and it is within the sole discretion of the Association to determine what the amount of forfeiture shall be in such circumstances.

The facility may be reserved for private use when not in use for regularly scheduled Association functions, as determined in the sole discretion of the Association's Board of Directors. The facility must be ready for lock up **by 10:00 p.m.**, all areas cleaned and ready for inspection.

All the trash **MUST** be removed from the inside of the building after use. Failure to adhere to these rules could result in forfeiture of the deposit.

II. TERM OF RENTAL

The duration of a rental period is limited to a single day, not to exceed 8 hours.

III. RENTAL PROCEDURE

Reservations for the facility at Pheasant Creek must be made with Consolidated Management Services at either (281) 296-9775 or (936) 271.0065, at least ten (10) business days before the date desired for private use. Reservations will be allowed on a first come, first serve basis.

Initial Here _____

At the time the reservation of the facility is confirmed by the Association, the person who is making the reservation must pay all fees and deposits, and execute this Agreement, which includes the Facility Use Agreement in which the member or lessee reserving the facility for private use agrees to release, indemnify and hold harmless Pheasant Creek Homeowners Association, Inc., its officers, directors, employees, managers, agents and representatives, from all liability for accidents, injuries to or death of individuals, and damage to property occurring as a result of the intentional or unintentional conduct or negligence of persons using the facilities during the period of private use, and personally guarantees payment for any damages occurring which are in excess of the required deposit.

After you have turned in the contract, Consolidated Management Services will provide you with a name and contact information of the person who will open the facility for you.

At the time the reservation of the facility for private use is made, a deposit of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) must be paid to the Association by check or money order only. If applicable, a separate check or money order for the non-refundable user fee (see user fee section below) for use of the facility shall be made payable to the Association and shall be retained by the Association. The reservation times must include any time needed for set-up and/or clean-up.

When the \$250.00 deposit and the applicable user fee along with this rental Agreement are received, your reservation date and time will be confirmed. Please call and confirm that your checks and paperwork have been received by Consolidated Management Services prior to making further plans for your use of the facility and ensure you obtain the usage of the facility.

The deposit will be refunded to the individual reserving the facility within thirty (30) working days, provided that all persons using the facility during the reservation period observe all rules contained herein, attached hereto and/or posted at the Facility, do not damage the facilities or surrounding area in any way, and leave the facilities and surrounding area clean from all trash and debris. All or part of the deposit may be retained by the Association to the extent necessary to cover cost of cleanup and/or repair of damage to the facilities. In the event the Association retains any part of the deposit, the member or his lessees shall be provided with an itemized account of the damage or repairs made to the facilities. The cost of repairing excessive damage above the amount of the \$250.00 deposit will be charged to the person who reserved the facility. Failure to pay the Association for cost of repairing any such excessive damage, will result in loss of any future pool use or facility rental privileges and implementation of legal remedies as necessary. Persons reserving the facility for private use who wish to cancel such reservations must do so at least twenty four (24) hours before the reserved period of private use is to begin in order to receive a full refund of the required \$250.00 deposit. A fee of TWENTY FIVE AND NO/100 DOLLARS (\$25.00) shall be retained by the Association for cancellations occurring less than twenty-four (24) hours before the agreed time of reservation is to begin.

IV. FACILITY USER FEES

1. Facility fee for non-commercial residents' use Monday through Sunday is ten dollars (\$10.00) for each hour per rental (\$50.00 minimum). Reservations of less than one hour will not be accepted. A \$250.00 deposit (and proof of insurance acceptable to the Association) is required, and a cleaning fee will be assessed if the facility is not left clean.

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Please contact Consolidated Management Services to reserve the facility by emailing cms.allison@gmail.com or calling (281) 296-9775 or (936) 271-0065.

NO POOL ACCESS IS ALLOWED WITHOUT A SIGNED CONTRACT WITH THE POOL SERVICE PROVIDER –“TRIDENT” TO INCLUDE AFTER OPERATING HOURS. TRIDENT MAY ESTABLISH THE NUMBER OF POOL LIFEGUARDS REQUIRED, AND REQUIRE PAYMENT OF A SEPARATE NON-REFUNDABLE FEE PAYABLE TO TRIDENT.

Outside the clubhouse facilities ARE NOT AVAILABLE for rental (i.e., tennis courts, outside grounds or parking lots to include water or electrical connections).

The following business day after the party, you must contact Consolidated Management Services representative to verify the condition of the facilities prior to requesting or obtaining a refund of your deposit.

V. RULES AND REGULATIONS/NO RIGHT OF ASSIGNMENT. User has been provided with a copy of the ASSOCIATION’s Rules and Regulations regarding use of the facilities. User acknowledges receipt thereof and agrees that he/she/they, their family members and guests will comply therewith in all respects. User may NOT assign all or any portion of their rights, duties or obligations as set forth herein.

VI. ASSOCIATION’S DISCLAIMER. The Association specifically disclaims and denies any liability of any nature whatsoever regarding User’s actions as well as the actions of User’s family members and/or guests taking place on or upon the Association’s real property, or otherwise. User acknowledges that absent such freedom from liability and/or absent User’s agreement to release, defend, indemnify and hold the ASSOCIATION harmless (as set forth hereinafter), the Association would not enter into this Agreement.

VII. INSURANCE. User, as well as User’s family members and/or guests, shall, at all times during the term of this Agreement, maintain in full force and effect Medical and Vehicular insurance satisfactory to the Association. Upon request, the Association may examine true copies of the actual policies. The policies may not be canceled or changed during the term of this Agreement.

VIII. RELEASE/INDEMNIFICATION/HOLD HARMLESS: To the fullest extent permitted by applicable law, USER shall and does hereby agree to RELEASE, ACQUIT, DISCHARGE, INDEMNIFY, PROTECT, HOLD HARMLESS AND DEFEND THE PHEASANT CREEK HOMEOWNERS ASSOCIATION, INC., and its respective officers, directors, employees, managers, agents and representatives, hereinafter referred to as “Indemnitees” from and against all claims, demands, damages, injuries, losses, liens, causes of action (whether at law or in equity), suits, judgments, penalties, liabilities, debts, costs and expenses, including Court costs and attorney’s fees (collectively, “Liabilities”), of any nature, kind or description, whether arising out

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of contract, tort, strict liability, premises liability, misrepresentation, violation of applicable law and/or any cause whatsoever (including, without limitation, claims for injuries to or death of any person, or damages to or loss of any property) of any person or entity directly or indirectly arising out of, caused by, in connection with, or resulting from any act or omission of USER and/or any of his/her/their respective family members, guests or affiliated persons, regarding or concerning in any manner the use of the Association's facilities. **THE OBLIGATIONS OF USER UNDER THIS SECTION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY INDEMNITEE, WHETHER PREDATING THIS AGREEMENT OR NOT, AND WHETHER OR NOT SUCH SOLE OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, FAULT OR STRICT LIABILITY WAS ACTIVE OR PASSIVE.** The terms of this release/indemnification/hold harmless provision are in full force and effect during the term of this Agreement and shall continue after termination hereof.

IX. CANCELLATION OF AGREEMENT BY ASSOCIATION

The Association (at the sole discretion of its Board of Directors) may unilaterally cancel this Agreement at any time without any liability of any nature to User or to any other person or entity. If the Association cancels this Agreement unilaterally, the prepaid deposit and user fee(s) will be refunded to the User.

Initial Here _____

PHEASANT CREEK HOMEOWNERS ASSOCIATION, INC.

Facility Use Agreement

I, _____ hereby make application for use of the Pheasant Creek Homeowners Association, Inc. Clubhouse during the hours of _____AM/PM thru _____AM/PM on _____, 20____. The maximum number of people is 50.

I acknowledge that I have read and understand the Facility Reservation and Use Regulations attached and agree to the terms, conditions, and charges set forth therein by affixing my initials.

NO ALCOHOL OR TOBACCO IS ALLOWED

I further **RELEASE, ACQUIT, DISCHARGE, INDEMNIFY, PROTECT, HOLD HARMLESS AND DEFEND THE PHEASANT CREEK HOMEOWNERS ASSOCIATION, INC.,** and its respective officers, directors, employees, managers, agents and representatives, from and against all claims, demands, damages, injuries, losses, liens, causes of action (whether at law or in equity), suits, judgments, penalties, liabilities, debts, costs and expenses, including Court costs and attorney’s fees (collectively, “Liabilities”), of any nature, kind or description, whether arising out of contract, tort, strict liability, premises liability, misrepresentation, violation of applicable law and/or any cause whatsoever (including, without limitation, claims for injuries to or death of any person, or damages to or loss of any property) of any person or entity as a result of this Agreement (as provided in paragraph “VIII” above), and I further guarantee payment for all damages in excess of the deposit below.

Signed: _____ Printed Name: _____

Address: _____ Date: _____

Telephone: _____ Purpose of meeting: _____

CHARGES:

Checks must be payable to: Pheasant Creek Homeowners Association, Inc.

USER FEE (\$____.____ per use) \$ _____ (user fee must be on a separate check)

PLUS DEPOSIT \$ 250.00 (deposit must be on a separate check)

TOTAL DUE \$ _____ [two (2) separate checks]

Return to: PHEASANT CREEK HOMEOWNERS ASSOCIATION, INC.
C/O CONSOLIDATED MANAGEMENT SERVICES
128 VISION PARK BLVD. #110, SHENANDOAH, TEXAS 77384