

HARPER'S PRESERVE COMMUNITY ASSOCIATION

POOL BARN RENTAL AGREEMENT & RELEASE

In consideration for reservation of the right to use Harper's Preserve Pool Barn, and areas adjacent to (not to include the swimming pool), located at 17196 Harper's Way, by the undersigned Renter(s) of the Harper's Preserve Community Association (herein after referred to as "Renter"), for a private function to be held by Renter at the Pool Barn, Renter hereby agrees with Harper's Preserve Community Association, as follows:

Rental Fees

Deposit: \$150.00 Rental Fee: \$ 50.00 per hour (Maximum of four (4) hours)

1. Reservation:

Date of Usage _____ Time _____

Name of Party Reserving Center ("RENTER") _____

Address of Renter _____

Home Phone _____ Cell Phone _____

Total number of guests will not exceed _____
(Harper's Preserve BOD reserves the right to limit the total number of guests prior to or during the private function).

Type of function being held: _____

2. Usage: Renter and Renter's guests and invitees shall use the Pool Barn only (not to include the swimming pool) in strict compliance with all rules established by Harper's Preserve Community Association for use of the Center, including all rules posted at the Pool Barn, and each of the following (the "Rules and Regulations"):

- a. The Pool Barn (not to include the swimming pool) may be reserved: (a) by a full time Resident of the Harper's Preserve subdivision only if all assessments applicable to the lot upon which Resident resides are paid in full and (b) by non-Residents of the Harper's Preserve subdivision only if all previous rental balances were paid in full.
 1. If damages and/or fines were incurred during a previous rental for a Resident or non-Resident, future rental eligibility shall be at the discretion of the Board of Directors Harper's Preserve Community Association.
- b. The Pool Barn (not to include the swimming pool) may be reserved on weekends or holidays during regular hours.
- c. All parties shall end (I) for children under age of sixteen by 10:00 p.m. and (II) for all others by 11:00 p.m. and all clean up, as set forth in paragraph 3(a), shall be completed within sixty (60) minutes following the end of the function.
- d. All persons attending the function shall leave the Pool Barn (including the adjacent parking area lot areas) within thirty minutes following the end of the party.
- e. Noise levels, including music, shall be maintained at a level, which is not audible inside any house in the Harper's Preserve subdivision or a nuisance or annoyance to area residents.

- f. Do not put nails into walls, or use anything sticky to attach anything to walls or ceilings. Limited adhesives may be permissible if requested in writing from the Board of Directors. Any damage caused by such use will be charged to the responsible person renting the Pool Barn.
- g. Use of the Pool Barn (not to include the swimming pool) for the function is limited to the date and only during the time set forth above. Harper's Preserve, its officers, agent or employees, shall be authorized to immediately terminate such use and to require Renter and Renter's guest to immediately vacate the Pool Barn when, in the sole opinion of Harper's Preserve, its officers, agents or employees, the conduct of any person becomes offensive, noisy, dangerous, or illegal, or is otherwise in violation of any rules and regulations or which infringes upon the rights of adjoining property owners or residents.
- h. Use of the Pool Barn (not to include the swimming pool) is restricted to social/recreational use only. No business shall be conducted. Non-profit organizations must first consult with the Board of Directors and its agent prior to any function commencement if an exchange of money will occur at the function.

3. Clean - up: Reimbursement and indemnity:

- a. Renter shall insure that the Pool Barn shall be left in a clean, sanitary and presentable condition acceptable to Harper's Preserve BOD whose sole opinions and decision regarding acceptability shall be binding on Renter. Renter specifically agrees to return all chairs and other equipment to storage, to leave restrooms in a clean and sanitary condition, and to place all trash and debris in trash bags and to leave such bags in the appropriate trash disposal areas. If clean-up is deemed necessary by Harper's Preserve BOD, its officers, agents or employees, Resident shall forfeit the deposit of \$150.00 to cover cost of clean-up.
- b. Renter shall be fully responsible for, and shall reimburse Harper's Preserve HOA for, any and all damages incurred to the Pool Barn, and any equipment or facilities located thereon, resulting directly or indirectly from Renter's use of the Pool Barn. Renter will at all times indemnify and keep indemnified Harper's Preserve Community Association, its directors, officers, and agents and employees, and hold and save all parties harmless from and against any and all claims, liabilities, damages, losses, costs, charges and expense of whatsoever kind or nature, to persons or to property, including attorney fees, which it shall or may at any time sustain or incur and attribute, directly or indirectly to any legal proceedings or suit instituted to enforce the obligations of Renters under this indemnity agreement.

4. Renter shall return Pool Barn keys to lockbox prior to the issue of any refund.

5. Statement: Return of Deposit: Renters shall pay over to Harper's Preserve Community Association all sums due by Renter to Harper's Preserve Community Association under any of the provisions of this agreement immediately upon receipt by Renter of a statement setting for the sums due. Such statement shall set forth a responsible itemization of all costs, charges and expenses due. Renter hereby expressly agrees to accept the statement of Harper's Preserve Community Association of any loss, cost, charge, expense or liability incurred or paid by Harper's Preserve Community Association by reason of the provision of this agreement as conclusive evidence against Renter of the fact and extent of Renter's liability to Harper's Preserve Community Association.

6. Miscellaneous: This agreement configures the sole and entire agreement between the parties, shall be binding upon their respective success and assigns, and may not be amended except by in writing signed by each party hereto.

7. Indemnity Agreement: Renter agrees to indemnify, hold harmless and defend the Harper's Preserve Community Association, its officers, Directors, employees, agents, Management Company, contractors, and sub-contractors. (Collectively the "Association parties") from and against all damages, liabilities, claims, causes of action penalties, fines, costs and expenses (Including without limitation all attorney's fees and court costs) incurred or suffered by the association parties whatsoever arising out of or relation in any way to the Renter's use of the amenities granted to the Renter by this instrument, whether or not such claims are based upon the negligence of the association parties.

Signature page to follow

Signature

Date

**YOUR SIGNATURE ACKNOWLEDGES YOU HAVE READ,
UNDERSTAND AND AGREE TO ALL TERMS HEREOF.**

Please make checks payable to the Harper's Preserve Community Association. Check or money order only.

All payments and forms can be mailed or dropped off to:

FirstService Residential

2204 Timberloch Place Suite 180

The Woodlands, TX 77380

Email: brittany.black@fsresidential.com • Alex.Chavez@fsresidential.com • fax: 888-569-1155