

SOUTH SHORE HARBOUR COMMUNITY ASSOCIATION, INC.

PAVILION RENTAL AGREEMENT

I, _____, hereby make application for rental of the South Shore Harbour Community Association Pavilion during the hours of _____ a.m./p.m. to _____ a.m./p.m. on _____, 20___. The expected number of guests is _____. I acknowledge that I have read and understand the Pavilion Reservation and Use Regulations attached and agree to the terms, conditions and charges set forth herein.

I further release and hold harmless the South Shore Harbour Community Association, Inc. and/or its agents, from damages and/or injuries or death as a result of this agreement and guarantee payment for all damages in excess of the deposit below.

PURPOSE OF PAVILION RENTAL: _____

CHARGES: Refundable Deposit.....\$100 00

I have read the rules and initialed the pages that I have signed and agree to this the _____ day of _____, 20 ____.

Signature

Address

Home

Work

INSPECTION USE BY ASSOCIATION

DATE: _____ COMMENTS: _____

SOUTH SHORE HARBOUR COMMUNITY ASSOCIATION, INC.

PAVILION RESERVATION AND USE REGULATIONS

The South Shore Harbour Community Association, Inc. (the "Association", will allow members of the association to reserve the Associations Pavilion for private parties and other private use subject to the following regulations:

1. Under no circumstance shall alcoholic beverages be made available to the member or his guest if the pool facilities are to be utilized.
2. Trash containers (e.g. bags) must be supplied by party and removed from South Shore property.

PAVILION RESERVATIONS

1. The Pavilion may be reserved for private use only by those persons who are members or lessee in good standing of the Association. (Good standing means Association Maintenance fees are paid in full or member or his lessees are not otherwise precluded from using such facilities.)
2. Request for reservation for the Pavilion must be made to Houston Community Management Services at (832) 864-1200 at least ten (10) business days before the date desired for private use. Reservations of the Pavilion will be allowed on a first come, first serve basis.
3. At the time of form submittal for the reservation of the Pavilion for private use, a refundable deposit of One Hundred and NO/100, (\$100.00), by check or money order must be paid to the Association. The deposit will be refunded to the individual reserving the Pavilion provided: 1) that all persons using the Pavilion during the reservation period observe all the rules contained herein or attached hereto 2) no damage to the facilities or surrounding area in any way, 3) trash bag/container must be provided by the party and trash/debris must be removed from the South Shore Recreation Center or deposit may be forfeited and 4) facilities and surrounding area must be left clean from all trash and debris ready for normal use by 9:00 a.m.. All or part of the deposit may be retained by the Association to the extent necessary to cover cost of clean up and/or repair damage to the Pavilion facilities. In the event that any part of the deposit is retained by the Association, the member or his lessee shall be given an itemized account of damage or repairs made to the property. Excessive damage above the \$100.00 deposit will be charged to the resident who reserved the facilities. Failure to pay will result in loss of any future Pavilion use and legal remedies as necessitated.
4. At the time reservation of the Pavilion is confirmed by the Association, the resident member who is making the Reservation must pay the deposit and execute the agreement entitled, "The South Shore Harbour Community Association, Inc. Pavilion Rental Agreement" in which the resident member or his lease reserving the Pavilion for private use agrees to release and hold harmless the South Shore Harbour Community Association, Inc., it's officers, directors, employees, and agents, from all liability for accidents, injuries to or death of the 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.
5. The resident member whose name the reservation for the Pavilion is made and who executes the Use Agreement must be present during the entire period the facility is reserved for his or her private use.
6. A resident member reserving the Pavilion for private use who wishes to cancel such reservations must do so twenty-four (24) hours before the reserved period of private use I to begin in order to receive a full refund of the required One Hundred and NO/100 (\$100.00) refundable deposit. Deposit may be refunded in full in the event of inclement weather conditions or if other extenuating circumstances prevent the use of the Pavilion.

7. Resident members reserving the Pavilion 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 will result in forfeiture of at least Fifty and No/100 (\$50.00) of the required refundable deposit. More than \$50.00 may be retained if the facilities and surrounding area is left in excessively untidy and unclean condition. The exact amount of such forfeiture will depend on the nature of the violation and the amount of effort required to return it 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.
8. For children or teenaged parties, two (2) adults must be present for each twenty-five (25) guest; if adults are Not present the party will not begin until adults are present.

PAVILION RENTAL RULES

9. The number of guest utilizing such facilities should not exceed fifty (50) persons with a maximum of fifty (50) or fewer guest.
10. At the time the reservation of the Pavilion for private use is confirmed, a refundable deposit of One Hundred and NO/100 (\$100.00) must be paid to the Association by Check or Money Order.
11. All rules governing activity and conduct in and around the Pavilion during normal operation hours shall be strictly observed and enforced at such time as the Pavilion is reserved for private use. No alcoholic beverages or glass containers are allowed in the Pavilion area. Failure to follow the rules by members or guests during Private parties may result in an early termination of the party.
12. The Pavilion may be reserved for private use from 8:00 a.m. to 12:00 midnight, everyday. The Pavilion and all surrounding areas must be ready for lock-up by midnight, and all of the area must be cleaned and ready for inspection.