

## **MEMORIAL PARKWAY COMMUNITY ASSOCIATION RULES FOR USE—CIMARRON PARKWAY CLUBHOUSE**

### **1. General Information**

- a. The clubhouse is a smoke free area, **SMOKING IS PROHIBITED.**
- b. The clubhouse is approximately, 34'X37', or 1,258 square feet and accommodates a maximum of 50 people per Harris County Fire Code.
- c. Approximately 50 chairs, 8 (6'x3') tables, 2 (8'x3') tables, and 6 (5') round tables are available for use.
- d. There is a sound system, projector and roll down projector screen, and a mounted smart television for use.
- e. There is an attached kitchen with a sink, refrigerator, 2 ovens, microwave and dishwasher.
- f. There is a large ice machine available for ice during parties.
- g. The clubhouse facilities and parking lot are monitored by video surveillance.

### **2. Homeowner Reservation**

- a. Clubhouse rental is subject to availability on a first come/first serve basis.
- b. The clubhouse is only rented to Memorial Parkway adult residents (owner or renter) in good standing (maintenance fee current and not in violation of deed restrictions). Resident must show valid ID when renting facility and must be present during the entire time of rental.
- c. A rental fee of \$100-200 is required at the time the reservation is made. Payments can only be accepted by check or money order, no cash or credit card.
- d. Rental of the Clubhouse requires refundable deposit of \$275.00. The deposit must be a check issued from the personal account of the resident signing the agreement and accepting responsibility for the use of the facility. This amount will be refunded barring any damage to the facility caused by user and/or guest; as long as the facility is left in a clean and orderly condition; and the rental rules and/or rental agreement are not broken.
- e. Any rule broken will cause forfeiture of the entire deposit.
- f. Date and hours of reservation include set-up and clean-up. Resident may not enter before or stay beyond the reserved time. Entering before or staying after reserved time will result in an additional \$100 Use Fee charge to the homeowner.
- g. A ratio of two (2) members 21 years of age or older per fifteen (15) minors is required.
- h. MPCA reserves the right to cancel any scheduled rental should the need arise. At least a 24 hour notice will be given if at all possible.
- i. The Use Fee and Deposit will be returned if cancellation is made 10 days prior to reservation date. The Use Fee will be forfeited if cancellation notice is less than 10 days in advance of reservation date.
- j. There will be \$35.00 "returned check fee" on any check returned to MPCA for insufficient funds.
- k. The clubhouse is available at "no cost" to non-profit groups for meetings during the week (Monday – Thursday). A representative and renter for the group must be a resident of Memorial Parkway. The group must be comprised of 85% Memorial Parkway Residents. A \$75 deposit check is required.
- l. Slumber parties may stay (with arrangements made through MPCA office) until 8:00am the following morning.

### **3. Hours of Rentals & Fee Rates**

- a. Monday thru Thursday (Weekdays) \$75 for up to 5 hours \$100 for full day rental
- b. Friday & Saturday \$100 for half day 7am-4pm or 5pm-1am or \$200 for full day 7am-1am
- c. Sunday \$100 for half day 1pm - 10pm

### **4. Hours of Rentals & Fee Rates for Non-Profit Group Meetings**

- a. Monday – Thursdays for not more than 6 hours per month on a first come first serve basis.

### **5. Keys**

- a. The date and time to pick up the key from the office is noted on the Agreement Form. It is typically the day before the event or on Friday prior to the Saturday, Sunday Rentals. It is the responsibility of the renter to get the key as indicated. If other arrangements have to be made, the resident is responsible for using the facility will be charged a \$25 cash fee upon delivery of keys. (NO EXCEPTIONS)
- b. After you are done with the facility you are to drop the keys in the drop slot of the MPCA Office door prior to leaving the complex.

### **6. Behavior of Residents/Guest**

- a. The Renter agrees that he or she will be present on the premises during the entire time of the rental.
- b. The Renter of the clubhouse assumes total responsibility for the safety and actions of their guests on all MPCA grounds and property during the time they are in use of the facility. Anyone who fails to abide by facility rules may be asked to leave the facility by the appropriate MPCA representative or authorized person. MPCA reserves the right to terminate any user's occupancy at any time.
- c. The Renter accepts the clubhouse in its current condition unless otherwise expressly provided for in the Agreement.
- d. No merchandise is to be offered for sale on MPCA property.
- e. In the event that alcohol is consumed, the user agrees to indemnify and hold harmless MPCA in the event that damage or injury results from the consumption of alcohol by the use or users guests. No alcohol may be consumed by minors on MPCA grounds.
- f. Music or activities must not disturb other users or residents in the vicinity of the facilities.
- g. Fireworks are not allowed at any MPCA facility.
- h. No pool use allowed while renting/using the Clubhouse. No one is allowed in the Clubhouse in a wet bathing suit.
- i. No equipment or furnishings belonging to MPCA may be removed from the facilities.
- j. No one is to move the couches, console, plants, rugs, end tables, coffee tables, blinds and curtains. The only items that are allowed to be moved are stacking chairs and folding tables.
- k. The movable tables and chairs must be put into their original positions before leaving the premises. Extra chairs and tables stored in the storage room must also be put away before leaving the premises. Do not remove dollies.
- l. All bicycles, skateboards, motorcycles, rollerblades etc. are not allowed inside the clubhouse, pool, pavilion or tennis courts. Such items must be parked in the designated parking lot areas.
- m. No decorations (glitter, sequins, streamers, and confetti) of any kind can be attached to the

ceiling or walls, etc. Birdseed can be thrown outside. All excess must be swept away from all the walkways and parking lot. Peeled wall paint or wallpaper from tape used to hang decorations will be considered damaged.

- n. No animals are allowed in the facility.

## **7. Cleaning of the Facilities**

- a. A representative of MPCA will inspect the facility with you when you pick up the keys. It is the responsibility of the Renter of the clubhouse to inspect the facility per the check-list, both before and after use.
- b. If the facility is damaged, left in an unsecured condition, or not clean after use, the deposit will be forfeited or held to cover the cost necessary to repair or clean the facility back to its original condition. A minimum of \$100.00 will be charged to the Renter/Homeowner to cover normal clean-up of the facility if not left clean. An additional charge of 15% of the total cost of cleaning or repairs will be assessed to cover the expenses of handling the damages.
- c. The Renter must clean entirely all the surfaces in the facility including the kitchen, the tables, chairs, etc. Sweep and mop the floors. Clean the bathrooms and flush the toilets. You are provided trashcans liners to replace the 4 trashcans when you leave. If you think you should need additional liners, bring some from home.
- d. All trash must be bagged and placed in dumpster located at the rear of the parking lot.
- e. Cleaning supplies are located in the kitchen sink cabinet. Mops and brooms are located in the outside hall on the other side of the ice machine. A vacuum cleaner is located in the storeroom.
- f. The clubhouse and the premises must be returned in the condition in which it received. You are responsible for checking the facility prior to usage to insure everything is in working order.
- g. The thermostat must be returned to 78 in the cooling season or 65 in the heating season. You must turn off all appliances and lights before you leave the premises.
- h. Before you leave the MPCA Property, put keys and check-out sheet through the mail slot in the office door.
- i. MPCA is not responsible for items left by the clubhouse users or parties that they may have rented party supplies from.

## **8. Security and Safety Measurers:**

- a. MPCA reserves the right to require a security guard be present. When this is required, the user must present a paid receipt from the security company in no less than five (5) working days prior to the event.
- b. Office parking spaces are not to be used at any time by Renter or guest. MPCA reserves the right to tow away any vehicle in any of these spaces.
- c. Renter shall comply with all Municipal, County, State, Federal and Association ordinances, statues, laws rules, and regulations.
- d. In consideration for the right to use the clubhouse the renter and his or her guest, hereby release and agree to indemnify, defend and hold harmless, Memorial Parkway Community Association and their respective affiliates, agents, directors, employees (collectively the "released parties") from and against any and all claims, liabilities, demands, losses, injuries and damages arising out of incidental to or in any way resulting from the use of the clubhouse and whether or not caused by the negligence of the released parties. This agreement shall be governed and construed under the laws of the State of Texas.