



Crest Management

17171 Park Row, Suite 310
Houston, Texas 77084
Phone: 281-579-0761 - Fax: 281-579-7062

Phase 3 Recreation Center Private Party Usage Agreement

User (Must be CCL Member):		
Address of User:		
Home Phone:	Work Phone:	
Cell Phone:	Email Address:	
Usage Date:	Arrival Time:	Departure Time:
Description of event:		Number of Attendees:
<input type="checkbox"/> 4 Hour Usage Fee \$200.00 <input type="checkbox"/> 6 Hour Usage Fee \$250.00 <input type="checkbox"/> All Day Usage Fee \$400.00 <input type="checkbox"/> Sanitizing Fee \$100.00 REQUIRED — see Page 9 <i>Check or money order payable to Cypress Creek Lakes South (Cash not accepted)</i>		
<input type="checkbox"/> Attendant Fee No. of hours _____ x \$15.00/hour = _____ (required for duration of usage) Money order required with the "pay to the order of" section blank to be completed on the day of the event. (Cash not accepted)		
<input type="checkbox"/> Non-Refundable Administration Fee \$75.00 <i>Check or money order to be made payable to Crest Management Company (Cash not accepted)</i>		
<input type="checkbox"/> Security Deposit \$300.00 <i>Check or money order made payable to: Cypress Creek Lakes South, paid by User only. (Cash not accepted)</i>		
<input type="checkbox"/> Peace Officer Required A peace officer is required for all parties where alcohol is present on the premises. Must be an official peace officer that is dressed in uniform and cannot be an invited guest. A copy of the contract with the peace officer must be provided with the officer's name, Badge number and contact phone number included.		

1. USAGE

Cypress Creek Lakes South ("Association") agrees to allow the person listed above ("User") to use the Association's facilities located at 10080 Cypress Creek Bend Drive, Cypress, TX 77433 ("Premises") together with the fixtures and contents therein, kitchen, bathrooms, storage room, outdoor patio, sidewalks and parking lots (collectively, the "Premises") on the date and in the times listed above ("Usage Date") for the purpose described above. The pool, Fitness Center, and Constable's office are not part of the rental area.

2. ATTENDANT FEE, USAGE FEE AND DEPOSIT

User agrees to pay the Association a non-refundable Usage Fee as listed above for the Access Period specified. The Attendant is responsible for coordinating building issues only, such as: accessibility, building electronics, temperature regulation, opening/locking doors for events and making sure the rented space is returned to an orderly manner. Attendant is required for the entire duration of the event and will have the authority to suspend usage. Payment is due a minimum of two weeks in advance.

3. SECURITY DEPOSIT

User agrees to pay the Association a refundable Security Deposit. Both the Usage Fee and Security Deposit will be submitted on separate checks made payable to *Cypress Creek Lakes South*. The Security Deposit shall be made by User only. Payments must be submitted a minimum of two weeks in advance. When the Usage Fee, Security Deposit and Attendant Fee are received the reservation will be confirmed. *The security deposit will be forfeited if the facility is damaged, additional cleaning is needed, or the event goes over the scheduled time.*



4. ACCESS PERIOD

Access period includes all set-up and clean-up time. The doors will be unlocked at the arrival time. The Premises must be cleaned and vacated by the end time stated or the entire security deposit will be forfeited.

5. INSPECTION PRIOR TO USE

Both the User and the Attendant will inspect the Premises at the beginning and end of the Access Period indicated in this Use Agreement ("Agreement"). Both parties will note damages and the condition of the Premises. User hereby certifies to the Association that User has inspected the Premises and it is expressly agreed that the Premises are accepted by the User in its "AS-IS", "WHERE-IS" condition. "WITH ALL FAULTS". ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES REGARDING PREMISES, EXPRESS OR IMPLIED, ARE GIVEN BY THE ASSOCIATION. AND USER WAIVES AND DISCLAIMS ALL OF THE SAME (INCLUDING WITHOUT LIMITATION AND WARRANTY OF SUITABILITY, HABITABILITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

6. USE RESTRICTIONS

- a) User making this reservation must be a Cypress Creek Lakes member in good standing with the Association and must provide proof of residency. **Initial**_____
- b) User must be at least twenty-one (21) years of age and will present photo identification as proof of age and residency. **Initial**_____
- c) User must always remain on Premises during the function. **Initial**_____
- d) User agrees to take full responsibility and be liable for all actions of self and guests including any damage caused to Association property during the function. **Initial**_____
- e) The maximum number of guests permitted during the function is 125. **Initial**_____
- f) User agrees that nothing shall be attached or suspended from any part of the walls, ceilings, wooden beams or furniture (including tape, staples and other items). **Initial**_____
- g) User will not use "Silly String" or other oil-based products in the Premises. **Initial**_____
- h) User agrees to completely remove all decorations, including but not limited to; glitter, confetti and streamers from the Premises. **Initial**_____
- i) User agrees **HELIUM balloons are prohibited** to avoid damage to ceiling fans. If helium balloons are found on the premises User forfeits their full deposit. **Initial**_____
- j) User agrees to remove all trash from the Premises at the completion of the function. **Initial**_____
- k) Plants, furniture and other "permanent" decorations may not be moved or used outside of rental rooms, hallways or patios. **Initial**_____
- l) Smoking is always prohibited in all areas of the Premises. **Initial**_____
- m) Pets are always prohibited in all interior areas of the Premises. **Initial**_____
- n) Alcoholic beverages are prohibited in all interior and exterior areas of the Premises, unless all rules and regulations for such are followed, including the hiring of a peace officer. **Initial**_____
- o) Equipment that is traditionally used for or conveys the presence or impression of the consumption of alcohol is strictly prohibited, unless all rules and regulations for such are followed, including the hiring of peace officers. **Initial**_____
- p) User agrees the Premises will not be used for religious or political purposes. **Initial**_____
- q) User agrees that no fees, admissions or cover charges of any nature shall be charged or collected from his/her attendees as a pre-requisite or condition of entering the Premises. **Initial**_____
- r) User agrees to comply with all Municipal, State and Federal laws, statutes, ordinances, rules and regulations; all rules and regulations of the Association; and all orders of the Board of Health or other authorities affecting the use of the Premises. **Initial**_____
- s) User agrees not to have on the Premises any articles or things of dangerous, inflammable (*Sterno may be used by caterer with certificate of insurance*), or explosive character that might increase the chance of eruption of fire on the Premises, or that ordinarily would be considered "hazardous" or "extra hazardous" by any responsible insurance company. User agrees not to have on the Premises firearms of any type other than those carried by Peace Officers. **Initial**_____
- t) The User and the person making this reservation acknowledge that he/she has received a copy of the Phase 3 Recreation Center Private Party Usage Agreement and the Phase 3 Recreation Center Usage Policy. **Initial**_____
- u) Tables and chairs will be available for use. The User agrees to set up and take down tables and chairs and return them to the setting in which they were found at the end of the event. **Initial**_____
- v) The Association agrees to provide use of the Premises for the specified period if the User is following the rules governing the use of the Premises. **Initial**_____



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7. INDEMNIFICATION

User assumes all risk of all loss or damage to all materials, equipment or other property of User or the Association and the Association shall have no obligation, responsibility, or liability with respect thereto.

The Association and the User agree that the Association will not be liable to User or any other party for any injury to any person using the Premises. User shall defend, indemnify and hold harmless the Association, Board of Directors of the Association, and their agents, representatives, officers, directors, members, and contractors from and against any and all claims, actions, audits, damages, demands, losses, costs, expenses, and disbursements, including court costs and attorney fees, resulting from any injuries to or death of any person or damage to any property (including, without limitation, damage to the Premises by User or any other real or personal property owned by the Association or within the Cypress Creek Lakes South community) arising out of, relating to or in connection with the rental or use of the Premises by User, the failure of user to perform any of its obligations hereunder, or the negligence of willful actions of User and user guests, invitees or others at the Premises or the Cypress Creek Lakes South community in connection with User's rental of the Premises, even if caused or alleged to be caused by the sole, joint, comparative, concurrent negligence or fault of the Association, and even if any such claim, cause of action or suit is based upon or alleged to be based upon strict liability of the Association. This indemnity and release provision is intended to indemnify and release the Association against the consequences of its own negligence or fault as provided above when the Association is solely, jointly, comparatively, or concurrently negligent or otherwise strictly liable, to the extent permitted by applicable law, any statutory or common law remedies, which are inconsistent with the provision of the foregoing indemnity and waiver are waived by User. This indemnity and release provision shall survive the termination or expiration of the Agreement.

The Association agrees to use its best efforts to make the Premises available during the Access Period. The User agrees that the Association shall not be liable for damages by reason of non-availability of the Premises caused by events outside of the Association's control or in the event this agreement is canceled or terminated by the Association for cause.

8. CLEANING

User shall clean the Premises immediately after use. User agrees to leave the Premises in a clean and orderly condition at the expiration of the Access Period. All trash must be collected and removed from the Premises. If the Premises (during inspection) are found damaged or not returned to the condition they were in before the private use, it may result in a forfeiture of 100% of the Security Deposit.

9. SECURITY DEPOSIT

The Association will hold the Security Deposit. User authorizes the Association to apply the Security Deposit to charges and any other expenses or charges stipulated herein to be the responsibility of the User. The Association's representative will inspect the Premises after the Access Period, to determine if the security deposit will be returned or applied in its entirety to cover necessary repairs, cleaning, or charge associated with any county response fee due to a false alarm. The security deposit will be forfeited if *the event goes over the scheduled time*.

10. DAMAGE

User agrees to be responsible and liable for all damages to the Premises or additional cleaning needed that is found immediately after the Access Period. The liability of the User is not limited by the amount of the Security Deposit provided.

11. UNPAID COSTS AND CHARGES

User will be invoiced for any costs or charges in excess of the Security Deposit. User agrees to pay said invoice within ten (10) days from receipt of the invoice. If payment is not received within this time, the Association may proceed with legal action to collect payment and User agrees to bear the cost of such action, including but not limited to, reasonable attorney fees and court costs.

12. CANCELLATION

If User cancels with notice of less than fourteen (14) days prior to the Access Period, \$ 100.00 of the Usage fee will be retained by the Association. If User does not provide notice of cancellation, then the full Usage fee will be retained by the Association. The Association reserves the right to cancel or terminate this agreement at any time for violations of the covenants, conditions or rules contained herein, or that may be promulgated by the Association from time to time. No verbal cancellations are permitted; all cancellations must be in writing.

13. PROTECTION OF PREMISES

Events where alcohol are present require User to provide at User's sole expense, property and/or liability insurance coverage with a minimum of one million (1,000,000) dollars and showing both Cypress Creek Lakes South POA and Crest Management as additional named insureds, or other measures to protect the Premises and Association.



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14. EFFECT OF NON-COMPLIANCE

Failure to comply with the terms of this agreement and any rules and regulations of the facilities may result in suspension of your right to use the amenities. You have a right to a hearing in front of the Board of Directors in the event of a suspension. If you desire a hearing, written notice of your request must be submitted to the management company. Upon receipt of your written request, you will be furnished with notice of the date, time and place of the hearing.

15. MISCELLANEOUS

This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties to this Agreement are performable in Harris County, Texas. In the event the Association is compelled to retain the services of an attorney to enforce any of the provision of or collect any sums due under this Agreement, the Association shall be entitled to recover such attorney's fees from user. This Agreement shall not be assigned by User for any reason and any such assignment is void and of no legal effect. The Rights and obligations of the Agreement shall survive the termination of the Access Period and this Agreement. Any notice, tender or delivery to be given by either party to the other under this Agreement shall be sufficient if in writing and sent via hand delivery or by registered or certified mail, postage paid, return receipt requested, and shall be deemed received the earlier of actual receipt, or deposit in the United States mail. If to User, notices shall be sent to User's address herein and if to the Association, notices shall be sent to Crest Management, 17171 Park Row, Suite 310, Houston, TX 77084. This agreement is binding upon User and User's heirs, executors, administrators, legal representatives, successors, and assigns (when permitted by the Association). If any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability of any one provision does not affect any other provision of this Agreement, and this Agreement shall be construed as if such illegal, or unenforceable provision was never in the Agreement. This Agreement is the only agreement between the parties and supersedes any prior written or oral understanding between the parties about rental of the Premises. All the rights, duties and obligations of the parties are completely and fully set forth in this Agreement.

Cypress Creek Lakes South POA

User

 Printed Name

 Printed Name

 Authorized Signature

 Authorized Signature

Completed Agreement and required checks may be delivered to Crest Management Company during the office hours of 8:30 a.m. to 5:00 p.m. Monday through Friday

Below Is for Office Use Only

	Amount Due	Due Date	Amount Received	Date Received	Check/ M.O. No.	Other Notes/ Comments
Usage Fee						ID#:
Attendant Fee						Staff Assigned:
Administrative Fee						Account #:
Security Deposit						Return Date:
Peace Officer Required?	<input type="checkbox"/> No		<input type="checkbox"/> Yes # of Officers			<input type="checkbox"/> Officer Notified



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Phase 3 Recreation Center Room Checklist

Security deposits are refundable if the following conditions are met:

1. The room and adjacent facility (including outside) are left in a clean and orderly manner
2. Use of the room does not exceed the scheduled time (before or after scheduled event)
3. All equipment is accounted for and undamaged
4. Additional staff time is not required
5. Damage to the building has not occurred

If facility conditions are not met to the satisfaction of management per these guidelines and others listed within this packet and accompanying documents, an appropriate fee will be deducted from the security deposit. If necessary, the User will be charged to cover any additional costs.

Table and chair carts are available to assist in moving the furniture. **DO NOT DRAG TABLES AND/OR CHAIRS ACROSS THE FLOORS.** *Damage that occurs to the floor is the responsibility of the User.* **NOTE:** Tables and chairs that are provided by CCL are **not allowed outside the facility. Be certain that all table legs are locked prior to use.**

Furniture must be returned to its original setup after your function. If damaged, a fee will be deducted from your security deposit. Your event must be contained in the space reserved and may not run over the capacity limits.

For your convenience and safety, there is ALWAYS a staff person on duty during your event. Upon arrival at Phase 3 Recreation Center, you **must** immediately check-in with the Attendant. At check-in, please ask our staff to conduct a pre-event room inspection. This service is helpful to note any pre-existing room condition so that you are not held accountable for it. Pre-event room inspections will not be conducted if you have already begun your set-up. **User must remain onsite for duration of event, including setup and cleanup.**

The facility will be open at the time the rental is scheduled to start.

All items must be removed at the conclusion of the rental event. CCL is not responsible for any items left in the building at the conclusion of your event. This includes items left by caterers or rental service companies.

The homeowner is responsible for cleaning the facility in accordance with the *CCL Rental Clean-Up Checklist*. User is to provide own cleaning supplies and materials. To help ensure the return of your security deposit, please have the staff person complete a post-event inspection at the conclusion of the rental.

Failure to follow the *CCL Rental Clean-Up Checklist* may result in forfeiture of the security deposit and additional charges and could also result in denial of future rental usage. Any cleaning and/or repairs that require staff time and/or materials will result in additional rental fees and staff/material costs deducted from the security deposit and/or charged to the homeowner.

If you exceed the time reserved, you will be charged for the additional time and/or it may be deducted from the security deposit.



CCL RENTAL CLEAN-UP CHECKLIST

GREAT ROOM

- Chairs stacked neatly and returned to storage
- Tables cleaned, folded and returned to storage
- All decorations removed
- Floors cleaned (swept *and* mopped if required)
- Trash receptacles emptied and removed from Premises
- Furniture returned to proper place
- Furniture and counters cleaned
- Return any equipment used to staff

KITCHEN AREAS

- Chairs stacked neatly and returned to storage
- Tables cleaned, folded, and returned to storage
- All decorations removed
- Floors cleaned (swept *and* mopped if required)

HALLWAYS, PATIOS, RESTROOMS, ETC.

- Floors cleaned (swept *and* mopped if required)
- Trash receptacles emptied, and trash removed from Premises

INSPECTION NOTES

CCL STAFF RESPOSIBILITIES

Our staff is here to assist you with the following:

- Conduct a pre-event room inspection for cleanliness and damage
- Enforce rules and regulations
- Unlock doors
- Address maintenance needs
- Conduct post-event room inspections for cleanliness and damage

Any damage, unreturned equipment, unclean areas, or additional time may result in forfeiture of your security deposit and/or denial of future rental use.

Inspection by:

_____ User

_____ CCL Attendant

Inspection time/date: _____



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Phase 3 Recreation Center Private Party Usage Policy

1) Who may use the facility?

An individual user must be a resident of Cypress Creek Lakes (CCL). The user must be in good standing with the association. Non-resident individuals are not allowed to rent facilities. Non-profit organizations, commercial organizations and CCL community groups are allowed limited usage of the facility with prior Board approval.

As owner of the facility with limited space availability, CCL may deny usage to individuals or organizations for purposes that are illegal, immoral, unsafe, or inconsistent with the values of the residents of the community. The facility may not be used for commercial purposes involving monetary transactions. Users may not charge admission fees to events held at the facility or sell alcoholic beverages.

2) Reservations

All reservations are completed on a first come, first serve basis. The entire signed agreement, proof of residency, deposit and administration fees are due at the time of reservation. Reservations are confirmed within five (5) business days of receipt of a completed application and payment of all fees. Usage and attendant fees are due ten (10) business days prior to the event. Any requests for time changes or adjustments must be submitted in writing by completing and resubmitting a revised contract for approval.

3) Can usage fee be waived?

The purpose of the usage fee is to help defray the operating costs of the facility. The usage fee may be waived for CCL organizations approved by the Board.

4) Can requirement for attendants be waived?

No. An attendant provides several services for events including opening and closing the facility, ensuring the facility is ready for the event and cleaned up by the users after the event, controlling lights and HVAC and making sure the facility is not damaged.

5) Can access codes be given out for facility usage?

Approved community groups and non-profit groups may be given access for regular usage of the Phase 3 Recreation Center facility only after Board approval has been given. If approved, only one fob would be activated for the responsible member of an approved group. The responsible member must receive a brief facility orientation by CCL staff and sign an agreement before receiving access.



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Phase 3 Recreation Center Private Party Usage Policy

6) Alcohol Use

Alcoholic beverages as well as equipment that is traditionally used for or conveys the presence or impression of the consumption of alcohol is strictly prohibited, unless advance reservation and all rules and regulations for such are followed, including the hiring of peace officers.

7) Handling of Payments

Reservation forms must be accompanied by a personal or business check or money order for all amounts due before the time slot is booked and the reservation is confirmed. The checks for the usage fee will all be deposited into a CCL bank account. The check for the deposit will be held and returned within thirty (30) business days following the event date. In the event the security deposit needs to be retained, check will be deposited into a CCL bank account and will be refunded to the user less any funds retained for damage, clean-up, or extra attendant fees for staying beyond the reserved time. A letter of explanation will accompany any retainage from the deposit. Under the Use Agreement, the user's liability is not limited to the amount of the security deposit.

If a check payment is not honored by the user's bank, a fee will be charged to the user not to exceed the maximum amount allowed under the law. The user will be asked to make good on the check(s) and pay the returned check fees. The amount of the returned check plus the fee will be applied to their account. All users are subject to all remedies allowed under the law that may be used to collect dishonored payment instruments.



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Phase 3 Recreation Center Sanitizing Fee Addendum

SANITIZING FEE

Cypress Creek Lakes South ("Association") will hire a contractor to perform a sanitizing service after each rental of the facility at 10080 Cypress Creek Bend Drive, Cypress, TX 77433. The cost of the service will be One-hundred dollars and no/cents (\$100.00) which will be passed directly to the person listed above ("User") to be paid with the rental fee. The fee will cover the sanitizing of the kitchen and equipment, bathrooms, service room, storage room, outdoor patio, tables, and chairs. The User will leave the used chairs and tables out and the contractor will sanitize them and put them away. The pool, Fitness Center, and Constable's office are not part of the rental area.

User

Printed Name

Authorized Signature