



**FACILITY USAGE AGREEMENT
Phase III Recreation Center**

1. USAGE

Cypress Creek Lakes South ("Association") agrees to allow the person ("Resident Event Host") aka "Resident" 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, covered porch, and parking lot (collectively, the "Premises") on the date and in the times listed above ("Rental Date and Use Period") for the purpose described above. The pool, Fitness Center, pavilion, playground, and Constable's office are not part of the rental area. Resident agrees to pay the Association a non-refundable Usage Fee as listed above for the Access Period specified.

Resident making the reservation must be a Cypress Creek Lakes Resident in good standing with the Association, provides proof of Residency, and be at least twenty-one (21) years of age. You could be asked to present photo identification as proof of age.

2. ATTENDANT FEE

The Attendant is responsible for coordinating building issues only, such as: accessibility, 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 via money order only.

3. SECURITY DEPOSIT AND FEES

Resident agrees to pay the Association a refundable Security Deposit. Both the Usage Fee and Cleaning Fee may be submitted on one check. The Security Deposit shall be made by Resident only and will be submitted on a separate check made payable to *Cypress Creek Lakes South*. When **ALL** the fees have been received, the reservation will be confirmed.

4. ADMINISTRATIVE FEE

Resident agrees to pay Crest Management the administrative fee. This fee is non-refundable under any circumstances.

5. ACCESS PERIOD

Access period includes 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. If time exceeds the Usage time, there will be a \$75 charge for every 15 minutes or the entire security deposit will be forfeited.

6. RESTROOMS

The restrooms are used 24/7 by the Harris County Constables. CCLS cannot guarantee the restrooms and hallway will be flawless.

7. INSPECTION PRIOR TO USE

Using the Rental Checklist, the Resident and the Attendant will inspect the Premises at the beginning and end of the Access Period indicated in the Usage Agreement ("Agreement"). Both parties will note damages and the condition of the Premises. Resident hereby certifies to the Association the Resident has inspected the Premises and it is expressly agreed that the Premises are accepted by the Resident 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 Resident WAIVES AND DISCLAIMS ALL OF THE SAME (INCLUDING WITHOUT LIMITATION AND WARRANTY OF SUITABILITY, HABITABILITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE).**



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8. USAGE OF OUTDOOR PATIO AREA

Resident and guests are welcome to use the covered patio area located outside of the Recreation Center. The Association does not guarantee the cleanliness of the furniture or the condition of the flooring.

9. RELEASE AND HOLD HARMLESS

Resident reserving the facility for private use agrees to release and hold harmless Cypress Creek Lakes South, Inc., its Officers, Directors, Employees and Agents from all liability for accidents, injuries to or death of individuals, and damages to property occurring as a result of the intentional or unintentional conduct or negligence of persons using the Facilities during the Private Use Period, and personally guarantees payment for any damages occurring which are in excess of the required Security Deposit. Resident acknowledges that he/she must remain on Rental Facility premises throughout the Use Period and/or any time in which Resident's guests are on said premises.

10. FINALIZATION

A completed agreement and required checks may be delivered to Crest Management Company during the office Hours of 8:30AM to 5:00PM Monday through Friday. The office is closed from Noon to 1:00 PM on Friday.

11. 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 Usage Agreement, the user's liability is not limited to the amount of the security deposit.

12. CAN ACCESS CODES BE GIVEN OUT FOR FACILITY USAGE?

The access code will not be given to resident and/or vendor.

13. INSUFFICIENT FUNDS

If a payment is not honored by the Resident's bank, a fee will be charged not to exceed the maximum amount allowed under the law. The Resident will be asked to make good on the check(s) and pay the returned check fee. 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. If you don't make the check good, you will not be able to reserve the Recreation Center in the future.

14. EFFECT OF NON-COMPLIANCE

Failure to comply with the terms of this agreement and the Facility Usage Agreement 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.

- 16.** 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 an admission fee to events held at the facility.

Resident has read and understood the CCLS Facility Usage Agreement and Facility Use Rental Agreement and acknowledge that I have received a copy of these documents and further agree to the terms, conditions, and charges set forth.

Cypress Creek Lakes Resident

Authorized Signature

Printed Name

Address

Telephone Number

Email Address