



Emerald Bay Clubhouse Rental Agreement

Rules and Regulations Governing the use of the Emerald Bay Clubhouse

The Shadow Creek Ranch Maintenance Association Board of Directors hold all rights to amend the rules and regulations of the Emerald Bay Clubhouse at any time.

Please read this document carefully and in its entirety
The Emerald Bay Clubhouse Rental Agreement must be completed and returned to:

SHADOW CREEK RANCH MAINTENANCE ASSOCIATION
12234 Shadow Creek Pkwy. Suite 3112, Pearland, TX 77584



The Emerald Bay Clubhouse Is located at
11814 N. Clear Lake Loop, Pearland, TX 77584



Dear Homeowner,

Pursuant to your request, enclosed is the Use Agreement for the Village of Emerald Bay Home Owner's Association's (the "Association") Clubhouse. Please note that the clubhouse is available for lease only to owners of property in the Shadow Creek Ranch subdivision, and such owners must be current in their assessments. Reservations are allowed to be made no more than 90 days in advance. Your rental of the clubhouse is limited to no more than three times in one year.

THE EMERALD BAY CLUBHOUSE
RENTAL FEE \$130.00

Please read, sign, and return the following:

1. Emerald Bay Clubhouse Reservation Form
2. \$130.00 Rental Fee (made payable to SCRMA)
*The rental fee must be paid using only check or money order.
3. The Emerald Bay Lap Pool located at the Emerald Bay Recreation Center is **NOT** included with the clubhouse rental.
4. If applicable, verification of security as required under paragraph 6(b) of the Clubhouse Agreement. *The association provides a 24-hour courtesy hold for schedule date requests. The courtesy hold will be surrendered if the rental fees are not received within 24 hours of the request.*

The Clubhouse is available for rent on a first-come-first-served basis. Reservations are not finalized until all of the items above are in the possession of the HOA. Walk-in payments take priority over payments mailed. If you elect to mail the above-required items, please be aware that your preferred date may not be available if someone hand delivers the items prior to receiving the information by mail. To expedite mailed requests, notate outside the envelope, "SCR Clubhouse Rental".

9 TABLES AND 20 CHAIRS ARE INCLUDED WITH YOUR CLUBHOUSE RENTAL AGREEMENT. SET-UP & TAKE DOWN OF THE TABLES AND CHAIRS IS NOT INCLUDED IN THE CLUBHOUSE RENTAL AGREEMENT.

A site inspection of the clubhouse will be performed before your scheduled rental date and after, either the evening of or morning afterward. Failure to clean the clubhouse after your rental will result in a fee of \$100.00 being charged to your account.

Payments are processed at the time of application.

Cancellation requests received less than 15 days from you are the date on your scheduled agreement will incur a \$50.00 cancellation fee. Cancellation requests received less than 72 hours from the schedule agreement will forfeit the Cleaning Fee (\$130.00).

****IT IS A BREACH OF CONTRACT TO ACCESS THE CLUBHOUSE PRIOR TO THE RESERVATION SPECIFIED TIME ON THE RENTAL AGREEMENT****

Questions?

Contact the Shadow Creek Ranch HOA at (713) 436-4563 or email Help@ShadowCreekRanchHOA.com

REV. 09.2020

Initial: _____

www.ShadowCreekRanchHOA.com

EMERLAD BAY CLUBHOUSE RENTAL CLEANING & DEPARTURE CHECKLIST

COMPLETE THE FOLLOWING BEFORE LEAVING THE CLUBHOUSE AFTER YOUR RENTAL.

CLUBHOUSE RENTAL CLEANING CHECKLIST

- EMPTY ALL TRASH CANS (KITCHEN AND RESTROOMS)
- REMOVE ALL PERSONAL ITEMS
- REMOVE ALL DECORATIONS
- CLEAN FLOORS
- REMOVE ITEMS FROM KITCHEN
- TURN ALL LIGHTS OFF
- RESET A/C THERMOSTAT TO 75 DEGRESS OR HEAT TO 68 DEGREES
- ENSURE ALL DOORS ARE SECURELY LOCKED
- DISPOSE OF THE GARBAGE CANNOT BE LEFT AT THE CLUBHOUSE)
- RETURN ALL FURNITURE TO ORIGINAL SETTING

FAILURE TO COMPLY WITH THE CHECKLIST ABOVE WILL RESULT IN A CHARGE OF \$100.00
BEING CHARGED TO YOUR ACCOUNT.

EMERALD BAY CLUBHOUSE RENTAL AGREEMENT

EXPRESS DISCLAIMER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is made for the _____ day of _____, 20 _____
Shadow Creek Ranch Maintenance Association (hereinafter referred to as "Association"), and
_____ (hereinafter referred to as "Owner") and concerns the private use of the Emerald Bay Clubhouse located at 11814 N. Clear Lake Loop, Pearland, Texas 77584.

WITNESSETH

- PARTIES:** Under the Shared Rec Agreement; Shadow Creek Ranch Maintenance Association will maintain the clubhouse for Emerald Bay Homeowners Association, the owner of that certain clubhouse located at 11814 N. Clear Lake Loop, Pearland, Texas 77584; and _____ is an owner in the Shadow Creek Ranch subdivision and requests to use the clubhouse for a private function.

RESIDENT PROPERTY ADDRESS (must reside in Shadow Creek Ranch):

CONTACT NUMBER: _____ CONTACT
EMAIL: _____

- TERM:** Beginning at _____ AM/PM (circle one) and ending at _____ AM/PM (circle one).
Type of Party: (Example -Birthday Party) _____

Number of Expected Guests: (max. 30) _____

- RENTAL:** The Resident agrees to pay the Association \$130.00 at the time of reservation for the rental fee.

- UTILITIES:** Association agrees to pay all utility charges.

- USE OF PROPERTY:** The property shall be used by Resident for the following purposes only:

- The maximum number of guests at the clubhouse is not to exceed 50 total guests, children and adults. Alcoholic beverages must not be served to or consumed by anyone under the age of 21.
- The Resident is responsible to hire, at his/her expense, a City of Pearland Police officer for **any** gathering where alcohol will be served. A receipt from the Pearland Police Department (PPD) must be provided to the HOA before access to the clubhouse will be granted.

Pearland Police department is located at 2555 Cullen Parkway, Pearland, Texas 77581 281-997-4100

- All evening functions must be concluded by midnight.

- d) Excessive noise and/or rowdy or unruly behavior will not be tolerated.
 - e) Visitors may park their cars in the parking area adjacent to the clubhouse in designated or clearly marked parking spaces. FirstService Residential, SCRMA or any of the Village Associations are NOT responsible for vehicles parked on the street.
7. **NO ASSIGNMENT OR SUBLEASE:** The Resident shall not assign this Lease or sublet any part of the Clubhouse.
8. **RESIDENT IS RESPONSIBLE FOR:**
- a) Following all Clubhouse rules as posted inside the Clubhouse and as set forth herein;
 - b) **Leaving all Association owned property untouched and unmoved, other than the tables and chairs used for serving and seating. All chairs must remain inside the clubhouse at all times.**
 - c) Any damage to property, fixtures, floors, windows, doors, furniture or related equipment;
 - d) Emptying trashcans and removing trash from the premises (**garbage must be taken home and not left outside the clubhouse**). Leaving garbage bags at the premises will result in \$100.00 fee being billed to owners account.
 - e) Removing any decorations (Confetti/ Glitter is NOT allowed at any time inside the facility), trash, additions or enhancements not on the premises during the time of initial inspection;
 - f) Remove all food (microwave oven, refrigerator, cabinets and cupboards);
 - g) Turning off the lights, water faucets, warming ovens, coffee makers or any other appliances;
 - h) Lock all doors. Resident is responsible for subsequent damage and/or theft as a result of failure to secure the Clubhouse.
9. **NO SMOKING ALLOWED IN THE CLUBHOUSE**
10. **PETS:** No pets of any kind allowed in clubhouse.
11. **PERSONAL BELONGINGS:** The Resident shall remove all of Resident's property at the end of the lease. The Association is not responsible for any personal belongings or items left behind. Any property left behind shall become the property of Association and may be disposed of.
12. **CONDITION OF PROPERTY:** Resident has examined the clubhouse and accepts the Property, furniture and appliances in its current condition and state of repair. Upon expiration of the lease term, or early termination, Resident shall surrender the property to Association in its required condition under the terms of this Agreement.
13. **ALTERATIONS:** No holes may be made or nails driven into the woodwork, floors, walls, or ceilings of the improvements. By way of example but not to limit the foregoing, pushpins, nails, screws and tape are not allowed.
14. **INSPECTIONS:** During the lease term, Association may enter the Property at any time to inspect.
15. **COMPLIANCE WITH LAWS:** Resident shall obey all applicable laws, restrictions, ordinances, rules and regulations with respect to the Clubhouse. Resident's use and occupancy of the Clubhouse is contingent on complying with all applicable laws.
16. **REPAIRS AND MAINTENANCE:** Resident shall bear all expense of repairing, replacing and maintaining the Clubhouse, including but not limited to grounds, trees, shrubs, appliances, furniture, doors, walls, windows, screens, deck and ceilings. Resident shall repair at the expense of Resident any damage to the Property caused directly or indirectly by the acts or omissions of the Resident or any other

person thereon by the consent, invitation or sufferance of Resident. The repair or replacement of such damage shall be commenced immediately and completed with no unreasonable delay. Resident hereby knowingly, voluntarily, specifically and for a valuable consideration waives all duties imposed on the Association that can be waived pursuant to Section 92.006 of the Texas Property Code.

17. **INDEMNITY:** Resident shall indemnify and hold Association harmless from the claims of Resident, as well as all third parties, for loss of life, injury or damage to the person or injury or damage to the Clubhouse of such third party, arising from the use or occupancy of the Clubhouse by Resident. This indemnification shall include all costs and expenses incurred by Association, including attorney's fees. Further, Resident is required to notify all of Resident's guests and/or invitees that their presence upon the property is expressly subject to their agreement to waive any and all claims against Association for injury or damage to their person or property resulting, directly or indirectly, from their use of the Clubhouse, and to hold Association harmless relative thereto. Said guests and/or invitees may be required by Association to sign an acknowledgement of their understanding of the terms of this Agreement.
18. **INSURANCE:** Association and Resident shall each maintain such insurance on the improvements and Property as each party may deem appropriate during the term of this Lease.
19. **DEFAULT:** If Resident fails to perform or observe any provision of this Use Agreement, then in the sole opinion and option of Association, this Use Agreement may be terminated and Resident's function may be cancelled and all of Resident's guests may be asked to leave the premises, with no liability as to any damages claimed by Resident.
20. **TERMINATION:** This Use Agreement shall terminate upon expiration of the term or upon Resident's default under this Agreement. Upon termination, Resident shall vacate the Clubhouse immediately.
21. **HOLDING OVER:** Any possession by Resident after termination shall not operate to renew or extend the term but shall be construed as a tenancy at sufferance of the Association. Resident shall pay a rate of \$50.00 per hour during the period of any possession after termination (midnight).
22. **HAZARDOUS USE:** The Resident will not keep anything in the Clubhouse which is dangerous, flammable, and explosive or might increase the danger of fire or any other hazard.
23. **ATTORNEY'S FEES:** Resident agrees that he/she will be responsible for all legal fees incurred by Association for any proceeding brought under or with relation to this lease or transaction.
24. **NOTICES:** All notices by Association shall be in writing and effective when delivered to the Resident or to the Clubhouse. All notices by Resident submitted as required by law shall be in writing and effective when delivered to Association's managing agent, FirstService Residential, Inc. 12234 Shadow Creek Pkwy Suite 3112, Pearland TX 77584
25. **VALIDITY OF USE AGREEMENT:** If any clause or provision of this lease is invalid, then the remaining portions of the Agreement remain in effect.
26. **CONSULT YOUR ATTORNEY:** This is intended to be a legally binding contract, therefore, read it carefully. If you do not understand the exact effect of any part of the Use Agreement, consult your attorney before signing.
27. **CANCELLATION:**
 - If Resident cancels this agreement less than 72 hours prior to the beginning time in paragraph 2, then the \$130.00 rental fee shall be forfeited.
 - Cancellation requests received less than 15 days from your date on your scheduled agreement will incur a \$50.00 cancellation fee

