

OAKS OF INWOOD-SECTION V Community Improvement Association, Inc.

7170 Cherry Park Dr, Houston, TX 77095

Phone 281-463-1777 Fax 281-463-0050

An SCS-Managed Community

(The clubhouse facility is for the use of Homeowners and their guests, only).

Forward entire rental agreement to SCS Management Company for consideration.

Reference: Rental of Oaks of Inwood V Clubhouse
Located at 7339 Walkers Forest

Dear Member:

Per your request to reserve the Oaks of Inwood V Clubhouse on _____. Start time _____ and End time _____ Please read this contract, the worksheet and Indemnification Sheet carefully. Verify all information is correct and as you requested. Please sign the attached paperwork and initial each page in the space provided. Keep a copy for yourself and return the following item (s) checked:

Type of Function: _____

- ___1) Signed Amenity Rental Worksheet
- ___2) Signed and initialed Contract, Indemnification sheet, Cleaning Check-List and Clubhouse Rental Procedures
- ___3) Check for \$100.00 Deposit
- ___4) Check for \$125.00 Clubhouse rental only

Rental Request for Clubhouse: Accepted Denied

Reason for Denial: _____

I understand that reservations are not considered confirmed until, and unless fees and deposits are received fourteen (14) days prior to the desired date. Also, I understand that all assessments fees of current homeowners must have a zero (\$0.0) balance.

I acknowledge I have been given a copy of the rules and regulations governing the clubhouse and pool and a Clean-Up checklist and I agree to abide by these rules. I also agree that if I lose the clubhouse key, I will be charged by the association for the cost of the duplication of new keys needed.

All members using the clubhouse do so at their own risk and accept all responsibility and liability for themselves and their guests. Oaks of Inwood, Improvement V Association, Board Members and subsidiaries assume no responsibility, direct or indirectly for personal injury (including death) or the loss of, or damage to personal property which may occur anywhere on or around Oaks of Inwood property.

SECURITY

- Security is required only- if the events starts at 7:00 or go over into the hours of 7:00 pm and beyond also if alcohol is being served.
- **Will alcohol be served at this event? Yes ___ No ___**

I understand that I must obtain a Uniformed Certified Peace Officer of my choice or through the SCS Management Services if my function begins at 7:00PM or begins before 7:00 PM, but continues until after 7:00 PM. Further, if alcohol is

_____ Initial Here
Amended 03/10/17

served, I will ensure a uniformed Certified Peace Officer is in attendance during the duration of the function. I also understand, Evening events must be over by 12:00 Midnight, lights turned off and the building locked up. Quiet time must be observed in the outdoor area after 10:00 p.m.

I understand I am not required to secure A Certified Peace Officer how I will Adhere to and inform my Guests of the Following:

- No parking in restricted areas
- During Monday through Saturday rentals, no parking in front of mailboxes, walkways and driveways
- All guests must remain on clubhouse grounds within the gated area.
- No congregating of guests outside of gated area or in the streets.
- Noise should not be heard beyond 200 feet from clubhouse grounds

Violations of any of the above requirements will result in immediate termination of my event and forfeiture of your deposit.

If I secure the Certified Peace Officer directly and he/she does not show up at my event, I will be charged an additional fee based on hours rented payable to the Association. If this fee is not paid within five (5) business days, I understand that the fee will be assessed to my account

Homeowners can get their own security, we only require a Uniform Certified Peace Officer during the duration of the event. Also, we ask the Homeowner to provide SCS Management with the person's badge number at the time of rental.

Repast- is Free however Homeowner must pay a deposit of \$100.00.

Please make checks for clubhouse rental and deposit payable to:

Oaks of Inwood V. In order to confirm reservation, your contract and checks must be received by fourteen (14) days prior to your reservation. For your convenience, the clubhouse key may be obtained from Pam Dixon-281-755-5971.

IF YOU RENT THE CLUBHOUSE AND OR CLUBHOUSE AND POOL AREA, THE OWNER OF THE PROPERTY MUST BE IN ATTENDANCE DURING THE DURATION OF YOUR RENTAL

Please read carefully and initial the following:

___ Failure to read and comply with the terms and conditions of the clubhouse rental contract may result in forfeiture of deposit, immediate cancellation of my function, and/or suspension of my right to use the clubhouse at a future date.

___ A copy of my contract must be brought with me to my function and must be presented to a Board Member or Security Officer.

___ The Security Officer will monitor the facility usage per this agreement. Failure to adhere to the facility usage agreement may result in forfeiture of deposit, immediate cancellation of my function, and/or suspension of my right to use the clubhouse at a future date.

- **IF YOU MUST CANCEL OR CHANGE YOUR CLUBHOUSE RENTAL OR FACILITY USEAGE, YOU MUST CONTACT SCS AS SOON AS POSSIBLE. IF IT IS A HOLIDAY OR WEEKEND, LEAVE A MESSAGE ON THE COMPANY VOICEMAIL. PLEASE NOTE: SCS MANAGEMENT COMPANY HOURS ARE MONDAY-FRIDAY FROM 9:00 AM-4:00 PM. AFTER THESE HOURS YOU MUST CONTACT PAM DICKSON @ 281-755-5971.**

AMENITY RENTAL CONTRACT

OAKS OF INWOOD V CLUBHOUSE

I, _____ hereby agree to the following terms and conditions concerning the rental of the Oaks of Inwood V Clubhouse. The required deposit and rental fee have been paid in full for the rental date of _____.

1. I have paid to the Clubhouse Rental Designee a refundable \$100.00 deposit and a non-refundable Rental Fee, as checked below:
(Check, as applicable)
 - a. _____ Deposit \$100.00
 - b. _____ Clubhouse Rental Facility Fee- \$125.00
2. Two (2) checks are required; one for the Deposit and a separate check for the Rental Fee.
3. If the facility is damaged due to the intentional or unintentional acts committed by myself or my guests, I agree to reimburse the Oaks of Inwood V all costs associated with any necessary repairs. I understand the \$100.00 deposit is refundable if the facility is left in a clean and undamaged condition following my rental. I also understand that my liability is not limited to that \$100.00 deposit.
4. If my event starts at 7:00 PM or begins before 7:00P.M., but continues until 7:00 P.M., I agree to have a Uniform Certified Peace Officer in attendance for the duration of my event. Within fourteen (14) days of the rental approval, if I choose to employ a Certified Peace Officer directly, I will forward the Full Name, Address, Phone, and Badge Numbers of the Officer to SCS Management Company. If the Certified Peace Officer is not provided within the stated time frame, an Officer will be assigned and I will be responsible for paying for the Officer's services. In the event, I do not provide a Peace Officer directly, I will inform SCS Management Company which will schedule Security for my event. I will agree to pay the Peace Officer a security fee of \$35.00 per hour for a minimum of four (4) hours. If I provide the Certified Peace Officer directly and he/ she does not show up at my event, I will be charged an additional fee based on hours rented payable to the Association. If this fee is not paid within five (5) business days, I understand that the fee will be assessed to my account.
5. This Clubhouse Rental is for the use of the main room, kitchen and restroom facilities. The security office and Boardroom are not included as part of this rental. None of the furniture in the Board Room may be used.
6. I agree not to hang objects from the ceiling, attach to the walls or outside structures other than when using a 3M Command Adhesive Tape product. The use of gummed tape, tacks, nails, pins, suction cups, etc. is prohibited to mount decorations. Decorations must be removed after use.
7. Following the event, I agree to remove any decorations, signs, balloons, and food from the Clubhouse facility, sweep up any dirt and debris, turn off the lights, lock all doors and remove any trash to the garbage bins outside. I understand that the clubhouse facility should be cleaned immediately following my function, so as to ensure its readiness for the next rental. I understand that failure to clean the clubhouse will result in the forfeiture of the above-mentioned deposit.
8. I agree to be physically present at the Clubhouse for the entire period of my function and ensure my guests conduct themselves in a manner so as not to disturb residents of neighboring homes. I understand that failure to adhere to this requirement, a clubhouse committee representative will ask all guests to leave and close down the function immediately, with a forfeit of all rental and applicable security fees.

9. I agree that failure to follow any of the above terms and conditions of the Clubhouse Rental Contract will result in the immediate cancellation of my function, as well as the suspension of my right to use the Clubhouse at a future date. I also understand that any board member of the Oaks of Inwood V or clubhouse committee designee the association may enforce any term, condition or penalty provided within in this contract.

10. I understand that any designee Association member may make unannounced visits during an event. If there is any indication that rules and regulations are being violated, the appropriate Authority will be notified immediately.

I understand the terms of this contract and agree to follow them. Signed this the _____ day of _____, 20____.

Signature

Address

WAIVER, ACKNOWLEDGMENT & INDEMNIFICATION
OAKS OF INWOOD V CLUBHOUSE

In consideration of the Oaks of Inwood V, a Texas non-profit corporation, granting permission to enter and use its recreational facilities at 7339 Walkers Forest, Houston, Texas, and to permit invitees and guests to enter and use the same on _____ which may be caused by any act or failure to act of the Association, its trustees, officers, members, agents or contractors. I assume the risk of all dangerous conditions, if any, in and about the facility and waive any and all specific notice of the existence of such conditions, if any. I assume the risk of all dangerous conditions, if any, in and about the facilities and waive any and all specific notice of the existence of such conditions, if any.

I will be solely responsible for any loss of or damage to the Association's facilities as described herein before, which result from, or are connected with, or which may in any way arise out of, or which grow out of, or relate to, or are incident to myself, my guests, or my invitees entrance on and/or use of the Association's facilities on _____, I will defend, indemnify and hold harmless the Association, its trustees, officers, members, agents, and contractors against any and all losses, damages, claims, demands, suits, liabilities, judgements, and expenses (including, but not limited to attorneys' fees and other costs of litigation) on account of all injury, disease or death of any persons or damages to or loss of any property (including, but not limited to, the Association's property) which result from, or are connected with, or which in any way by me or my guests or invitees, even if caused by the concurrent or contributory negligence (of any kind or description) or fault or strict liability of the Association or of the Association's trustees, officers, members, agents or contractors.

I acknowledge to the Association that I have read and agree with the Acknowledgment, Waiver and Indemnifications Agreement, as set forth above on _____ day of _____, 20_____.

Signature

Address

Oaks of Inwood V Clubhouse Rental
Cleaning and Departure Checklist

The following checklist should be completed before leaving the Clubhouse after your rental period has ended. This form should be left on the counter of the Clubhouse and will be used by Maintenance to ensure that all clean-up was performed. **Failure to comply with the checklist will result in full forfeiture of your \$100 deposit.**

Please Note: Any violations not mentioned above may result in a charge to your Account or forfeiture of all or a portion of your deposit. The reserving homeowner is responsible for all cleaning as well as any damage, or vandalism that occurs as a result of the building being left unlocked/unsecured. Damage to any furniture, windows, (including small holes made by tacks or decorations or other. Structures will be assessed and replaced at the homeowner's expense.

_____ Indoor trash cans are emptied and cleaned (rinsed outside with hose if containing foodstuffs and/or debris).

_____ Floor of clubhouse is swept and mopped.

_____ Chairs and tables are cleaned and stacked along the back wall of the clubhouse.

_____ The microwave oven, sink, refrigerator, and kitchen surfaces are cleaned and all food and beverages are removed from the refrigerator.

_____ Air conditioner (or heating system) is turned off.

_____ Windows are closed and locked and blinds are closed.

_____ Lights and ceiling fans are turned off.

_____ All personal property is removed.

_____ Both restrooms are cleaned. Toilets and sinks are sanitized and floors are swept and mopped.

_____ Restroom doors are locked.

_____ Signs, balloons, etc., are removed from clubhouse grounds as well as any debris (including cigarette butts).

_____ The parking area and street in front of the clubhouse have been cleared of trash and debris left by guests.

_____ Arrangements are made to return key to Board Member or other designated person.

_____ Clubhouse door is locked.

_____ Iron gate is locked upon departure.

_____ Clean Walls

_____ Air Conditioner (or heating system) is turned off.

_____ Both restrooms are cleaned. (Trash removed, floors swept and mopped)

_____ Sweep & Mop all floors (No Trash or stains on floors)

_____ Clean off Patio area. (No debris/trash from function around the pool area)

_____ Clean tables and chairs, and return tables to original location.

_____ Windows are closed and locked; blinds are closed

_____ All Lights and ceiling fans are turned off.

_____ All doors locked. (Clubhouse Facilities, Bathrooms and Gate)

_____ Signs, Balloons, etc. are removed from clubhouse grounds

_____ Clubhouse keys are returned to designated Coordinator no later than 24 hours after the clubhouse rental

_____ Microwave oven, sink, refrigerator and kitchen surfaces are cleaned and all food and beverages are removed.

_____ Checklist is complete.

_____ **All trashcans are cleaned and emptied in the trash bins** (Place trash bins on curb for pick up. No earlier than 7:00 PM on the Monday following your function, ensure all trash bins are placed on the curve at Cherry Forest and no later than Tuesday evening 7:00 PM return trash bins inside the clubhouse fence)

Please be advised that any fees associated with the rental of the clubhouse are subject to change. I agree to the above terms and will ensure that the club-house and facilities are clean or forfeit my deposit. When checked by the designee, the deposit will be forfeited, if applicable.

I agree to the above terms and will ensure that the clubhouse and facilities are clean or the deposit will be forfeited. Additional costs may be incurred, if deposit does not cover the costs to clean, repair or replace damaged items.

OAKS OF INWOOD V
CLUBHOUSE RENTAL PROCEDURES

NOTE: The pool cannot be rented exclusively, per the Board

- Rental cannot be booked more than 6-months before the event / it is penciled in pending return of the contract, deposit and payment for rental
- Rentals must be paid for no less than fourteen days prior to the event. Preferred method of payment is by money order or cashier's check.
- Rental Contract is mailed upon initial request for the date
- Upon receipt of Rental Contract, deposit, and payment for rental, the clubhouse is booked and the Clubhouse Coordinator is advised of the upcoming date
- The upcoming rental dates are provided to the Clubhouse Coordinator at least one week prior to the date
- Deposits are held a minimum of 5 working days after the event. Deposits are returned upon final approval of the Clubhouse Coordinator.
- Renter is to immediately report clubhouse concerns at the start of the rental, if the area is not clean or there is damage prior to the start of the rental. Renter is to contact the Clubhouse Coordinator, Pam Dixon at 281-755-5971. If the Coordinator is not available, a voice mail message is appropriate. Failure to report any problems prior to the start of the event could result in forfeiture of the deposit (in part or whole) depending on the damage.

I understand the terms of these procedures and agree to follow them. Signed this the ____ day of _____, 20____.

Signature

Address

REFUNDABLE DEPOSIT

A refundable deposit is required on all rentals and reservations. The deposit is refundable within a minimum of five (5) business days after the date of trash pickup.

The deposit will not be refunded for the following reasons:

- Violation of Clubhouse Rules.
- Violation of Pool Rules.
- Violation of cancellation procedures
- Function exceed than time reserved
- Cars are parked in an unauthorized location
- Key not returned within 24 hours after the end of the function
- Trash bins are not put out for pick up or placed inside the clubhouse grounds.
- Homeowner is not present for the entire time the clubhouse facilities are in use.
- Upon check out, the security deposit may be retained by the Association as part payment of any expense for cleaning, damage and/or loss to the Association property. If the deposit is not sufficient to cover the fair value of such cleaning and property, then the homeowner/tenant will be responsible to reimburse the Association for any additional expense, as determined by the Board upon which the fee may be assessed to be paid by the Renter.

CANCELLATION PROCEDURES

1. Cancellations must be made by phone or in person to SCS Management, Inc. (281-463-1777) or a Clubhouse Committee designee.
2. Cancellations made one (1) week or more prior to the date of event will receive a 100% refund of the rental fee and deposit.
3. Cancellations made within 48 hours of the event will receive 50% refund of the rental fee and deposit, with the exception of acts of nature.
4. Cancellations due to “**No-Shows**” will not receive a refund of the rental fee and deposit.

Please note: SCS Management Company Hours are Monday-Friday from 9:00 am-4:00 pm. After these hours you must contact **Pam Dickson @ 281-755-5971**.

To be completed by Clubhouse designee

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Date of Walk through _____ **CHECKED IN BY:** _____
(CLUBHOUSE DESIGNEE)

CHECKED OUT BY: _____ **DATE:** _____
(CLUBHOUSE DESIGNEE)

DEPOSIT RETURNED: YES _____ NO _____

If no, explain why _____

Clubhouse designee, please forward completed checklist to Association President

*Please be advised that at any time any fees associated with the rental of this clubhouse are subject to change.

I agree to the above terms and will ensure that the clubhouse and facilities are clean or forfeit the cost as noted above.

Signed the _____ day of _____, 20_____.

Signature

Address