



## CONTRACT AGREEMENT

Facilities Usage for Providence Community Association

### Definitions:

This Contract is an agreement entered upon, and made between, Providence Community Association, Inc., a Texas nonprofit corporation, herein after referred to as "Association", and \_\_\_\_\_ herein after referred to as "Renter".

The Association owns an Amenities Center, hereinafter referred to as the "Premises", located at.

**9114 Woodleigh Drive Houston, Texas 77083**

The Premises are maintained for the benefit of our Association Members (homeowners), residents and guests. The Renter must provide evidence of residence in the Providence subdivision.

In regard to the terms and conditions stated herein, there is mutual agreement between the Association and the Renter, as follows:

### 1. USE OF AMENITIES CENTER (also known as "Clubhouse")

- A) Association agrees to rent the Premises to Renter on the \_\_\_\_\_ day of \_\_\_\_\_ between the hours of \_\_\_\_ and \_\_\_\_ (no earlier than 8AM and no later than 10PM CDT) - herein after referred to as "Rental Term".
- B) A deposit (as described later) is necessary to secure the Rental Term that the Renter has requested.
- C) Association agrees to rent the Premises to Renter for Rental Term - established above - for a total fee of \$ 100.00 USD, which is due ten (10) days in advance of the time of the Rental Term.
- D) Renter agrees to be present during rental time.
- E) If Renter cancels rental agreement eight (8) days or less prior to Rental Term, no refund will be administered.
- F) No alcoholic beverages or smoking are allowed on Association Premises.
- G) The half-circle driveway in front of the Clubhouse/ Pool entrance is a fire lane and not to be used for parking-including the unloading of vehicles.
- H) There is a 10 PM curfew for all Association facilities / property which must be adhered to.

\*\*Business of the Association takes precedent over rentals.

-Scheduled meetings are noted for Renter when deciding on a Rental Term.

-Should there be an additional meeting not regularly scheduled, Renter will be notified and new arrangements made.

### 2. REQUIRED DEPOSIT

- A) In the form of a personal check or money order, a deposit of \$ 250, payable to Providence Community Association, Inc., must be provided to the Clubhouse Manager 10 days in advance of the Rental Term in order to secure the Rental Term requested.

- B) The deposit also acts as security for the faithful performance by the Renter to adhere to the terms of this Agreement and to pay any damage to the Premises or cleaning expenses, should the Premises not be cleaned satisfactorily- specified upon walk through with Clubhouse Manager.
- C) Association agrees to destroy/return the deposit within three (3) days after the rental, should the Premises be in the same condition as they were in immediately prior to the Rental Term.
- D) If at the end of the Rental Term, the Premises have been damaged, abused, or left in less than reasonable cleaning condition, then Association may retain and apply as much of the security deposit as may be reasonably necessary to put the Premises in essentially the same condition they were in immediately prior to the Rental Term. '
- E) In the event that the security deposit is insufficient to pay the cost of repairing the damage(s) to the Premises, or of not properly cleaning the Premises, then Renter agrees to pay an additional amount to Association, upon receipt of a written statement from Association for the cost of repairing such damage, abuse or cleaning.
- F) A security code is assigned solely to Renter, and no access is authorized by use of the code, other than during the above contracted Rental Term.

### 3. SOUND

- A) In the event that Renter should have live musicians, taped or recorded music on the Premises, Renter agrees that the sound level of musicians or other music shall only be as loud as is necessary for the people using the Premises to hear such music.
- B) Further, Renter agrees that there shall be no musicians, taped or recorded music, or loudspeaker system out of doors after eight (8) o'clock pm.

### 4. INDEMNITIES

- A) Renter and its members recognize and agree that they use the Association Premises at their own risk and that the Association shall not be liable for injuries and damages sustained by members or Organization during the Rental Term.
- B) To the fullest extent allowed by the laws of the State of Texas, Renter (for Renter, Renter's family members, Renter's guests, Renter's invitees, and Renter's licensees) warrants, promises, and agrees to release, defend, indemnify, and hold harmless, the Association (including Association's managers, officers, agents, directors, members, employees, vendors, insurers, and contractors) from and against any and all claims, losses, damages, causes of action, suits, demands, debts, judgments, fines, penalties, costs, liabilities, or expenses (including attorneys' fees and court costs) resulting from, caused by, or related to, any injury, disease, or death of any person, or damage to or destruction of any property (real or personal), including the loss of use resulting therefrom, caused by, resulting from, or related to, this Contract Agreement or Renter's use of the Clubhouse. Renter understands and agrees Renter accepts the Clubhouse "as is," and understands and agrees Association has made no warranties, promises, guarantees, or statements as to the Clubhouse's condition, suitability, or habitability..

### 5. ADDITIONAL PROVISIONS

Renter agrees to the following immediately after use:

- Wipe counters, tables, stove, oven, and refrigerator.
- Sweep and mop the floor, using cleaning solution provided and water only.
- Clean bathroom, including mirror.
- Decorations are limited to table and chairs and must be removed upon completion of rental.
- Tables, chairs, and cleaning equipment must be returned to proper storage.
- Heating/ A/C is to be / . left at 70 degrees F.

- Remove all trash from Premises upon exiting.

\*Paper hand towels, toilet paper, hand soap and trash bags will be provided by the Association.

All other cleaning supplies must be provided by the Renter.

\*\*An inventory list will be provided by the Clubhouse Manager for the Rental Term.

6. MULTIPLE USE AGREEMENT

For Renters who use the Premises multiple times per year, the deposit check can be held for a one (1) year period and then replaced for any subsequent year. The unique access code will be used continuously by the Multi-Use Renter for one (1) year and changed every January. If there becomes a security issue during that year, the code will be changed and the Renter notified of their new unique code.

7. ENTIRE AGREEMENT

The Agreement set forth the entire Agreement between the parties and is to be construed and governed according to the laws of the State of Texas.

Signed and entered into this, the \_ day of \_\_\_\_\_

Association: Providence Community Association, Inc.  
9114 Woodleigh Drive  
Houston, TX 77083

By: \_\_\_\_\_

Renter: Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

By: \_\_\_\_\_

The Association Premises include use of the parking lot which might be shared with residents using the Courts or Pools. Also provided are all Utilities: Electricity, Water, and Wi-Fi

### INVENTORY CHECK LIST

#### MAIN ROOM CLOSET

38 Brown Metal Folding chairs	_____	4 Long white tables	_____
1 Long brown table	_____	1 Med. white table	_____
2 Small white tables	_____	1 Round brown table	_____
1 Broom	_____	1 Mop	_____
1 Mop bucket	_____		

#### KITCHEN

Stove	_____	Refrigerator	_____
Microwave oven	_____	Large Trash can	_____
Wi Fi devices	_____	Blue bucket	_____

#### BATHROOM

Trash can	_____
Toilet brush	_____
Soap	_____
Toilet Paper	_____
Cleaning Products	_____

Renter agrees with the number of items listed above, evidenced by Renter's initials: \_\_\_\_\_  
Date: \_\_\_\_\_

### CLEAN UP CHECKLIST

#### KITCHEN

- \*Sweep and mop floor
- \*Clean inside of refrigerator
- \*Wipe off stove if used
- \*Clean microwave oven
- \*Wipe off counters
- \*Clean sink

#### BATHROOM

- |                        |  |
|------------------------|--|
| *Sweep and mop floor   | *Wipe off counter  |
| *Clean toilet          | *Flush toilet to verify proper operation _____ (initial) |
| *Empty trash container |  |

#### MAIN ROOM

- \*Sweep and mop floor

#### TRASH

- \*Remove liner and take all trash with you
- \*Replace trash can liner