

SBCA FACILITY RENTAL AGREEMENT

In renting or reserving any facility of SBCA, I agree to abide by the following rules:

1. I agree to leave the facility clean and neat according to the requirements of the Cleaning Checklist I have received.
2. The event will terminate by midnight on weeknights and 1:00AM on weekends unless a special written request has been made and permission was granted by management.
3. Children's parties must be chaperoned by the resident. Additional adult chaperones are required if there are more than 20 children. There must be at least one adult chaperone for each 20 children.
4. I will hire an approved security guard for teenage parties of 20 children or more.
5. A refundable deposit of \$125 for damage/cleanup must be paid at the time the facility is booked in order to reserve the date. A non-refundable rental fee is payable two weeks prior to the event. Checks should be made out to South Briar Community Association.
6. Rental/Reservation fee deposits do not limit responsibility for damages incurred.
7. I will inform my guests of the parking rules and will make sure the rules are enforced.
8. It is highly encouraged for all guests to follow the recommendations of the CDC and wear a mask when in large groups during the Covid-19 Pandemic.

I/We have read and understood the Facility Rules above and agree to be bound by these rules.

RENTAL/RESERVATION FORM

FACILITIES DESIRED:

_____ Clubhouse
_____ Pool/Covered areas
_____ Tennis Court # _____ (MUST BE APPROVED)
_____ Park/Playground

FEE:

Total: _____

Date of event: ____/____/____

Times requested for the rental: _____

Type of event: _____

Resident: _____ Address: _____

Phone (Work) _____ - _____ - _____ Home: _____ - _____ - _____

Email: _____

Deposit Check # _____ Rental Check # _____ Amount \$ _____

Total # in attendance: _____ Adults: _____ Children: _____

Alcohol use requested: No _____ Yes _____

Chaperone(s) for Children's Parties _____

Chaperone(s) for Youth Parties _____

Constable for Youth Parties _____

Constable for Adult Parties with Alcohol _____

Lifeguards for Pool Parties _____

Signed Indemnity Hold Harmless attached? _____

SIGNATURE _____ DATE ____/____/____

SBCA INDEMNIFY HOLD HARMLESS

As part of the consideration for the agreement of South Briar Community Association, Inc. to allow _____ the use of the Community Facilities under its jurisdiction and control, we for ourselves, our heirs, executors, administrators and assigns, have agreed to and do hereby agree to INDEMNIFY, DEFEND and HOLD HARMLESS South Briar Community Association, Inc. its directors, officers, manager, attorneys, employees, insurers, agents, legal representatives, successors and assigns from any and all claims, demands, actions and causes of action of whatsoever nature or character including all costs, expenses and legal fees in defending same, which have been or which may hereafter be asserted by any person, firm or corporation whomsoever claiming by, through or under us, from any and all legal actions pertaining to such use of the Common Facilities and the circumstances giving rise to same, that are asserted or brought against the South Briar Community Association, Inc. by any firm, person, or corporation against whom we, our heirs, executors, administrators, successors and assigns may on our behalf or may be brought or may hereafter assert or bring. In addition, the member or their guests agree to release the community, its directors, officers, manager, attorneys, employees, insurers, agents, legal representatives, successors and assigns from any responsibility or risk of obtaining Covid-19 or any other illness while on premises.

SIGNATURE _____ DATE ____/____/____

SBCA FACILITIES RULES AND REGULATIONS

The facilities for SBCA are for the use of all residents of South Lake, Briar Lake and Ashford Village I, II & III. They are for recreation, for parties, for clubs and for fun. The Board of Directors of South Briar Community Association has adopted the following set of rules to be followed by all owners desiring to use the facilities. It is understood that those using the facilities will comply with these rules and will sign a rental contract agreement verifying their compliance.

DEFINITIONS

Homeowner – The owner of record of the lot.

Resident – The homeowner or other occupant of the lot.

USAGE

A. Sanctioned Group (Not being used For Profit)

1. A Sanctioned group is one that has requested and been granted special status by the SBCA Board of Directors. A deposit of \$125 is required before the group may hold its first meeting. Scouting is an example of this type group.
2. A homeowner wanting to form a Sanctioned group to meet in the facilities must make a request in writing to the Board of Directors. If approved, the Board will determine the rental fee.

B. Private Parties

1. Only the homeowner or the resident may rent the facilities.
2. Requests for rental may be made up to 3 months in advance. The refundable damage/security deposit must be paid to hold the event date. The rental fee is payable 2 weeks prior to the event. It is non-refundable.
3. The maximum number of guests is 100.

FEES

The fee to rent the Clubhouse or Pool is \$75 for 4 hours or \$125 all day. Pool parties are allowed during pool hours **only for 15 total guests** (anyone walking into the pool gate) the fee is \$75 and Sweetwater charges a \$35 processing fee. The pool may not be rented for more guests during regular pool hours, due to resident usage. An owner may rent the pool for private parties only on Mondays after cleanings or before or after pool hours and they are required to hire lifeguards using Sweetwater Pools. Once the date and times are confirmed by the property manager, you must arrange the date and time with Sweetwater Pools, Inc. at 281-988-8480. Sweetwater has a 2 hour minimum for each lifeguard hired and the lifeguard fee must be paid to the HOA and Sweetwater Pools, prior to the event. The HOA reserves the right to disallow residents to rent the pool or clubhouse if there is a community wide event scheduled or planned or there is any other conflict, which would not allow for a party to reserve the clubhouse or the pool.

RULES OF BEHAVIOR, CONDUCT AND REGULATIONS FOR ALL FACILITIES

1. A homeowner or the sanctioned group renting the facilities is responsible for any damages caused by members of his family or guests. The Board of Directors or management will determine the cost of repair or replacement.
2. The resident that made the reservation must be in attendance at all times during the event.
3. No smoking is permitted
4. No glass containers are permitted.
5. No loud or profane language is permitted.
6. No animals are allowed inside the facilities. Dogs must be leashed at all times.
7. No horseplay or roughhousing is allowed at the facilities.
8. No climbing fences.
9. Each resident renting the facilities will be given a Cleaning Checklist. If not complied with, the cost of cleaning will be deducted from the damage deposit.
10. All guests under the age of 18 must be chaperoned by a resident.
11. All party activities must be kept in the immediate vicinity of the central common grounds and guests must not venture into residential areas where homes or homeowners might be disturbed. Observe common courtesy.
12. Noise level must be kept low.
13. All City, State, and Federal Laws must be obeyed.
14. No drugs of any kind shall be used and no drinking of alcoholic beverages by minors shall be allowed. (See Alcohol Policy)
15. The area around the facilities must be cleaned up. No paper, bottles or cans are to be thrown on walks or grass around the grounds area.
16. No for-profit business related activities will be allowed.
17. Parking: do not block anyone's driveway or mailbox. DO NOT park on curve in front of the clubhouse. Cars in violation of this rule will be towed away without notice at the car owner's expense.
18. Decorating: Permission must be given by South Briar management before decorations can be put up. **PLEASE DO NOT USE THUMB TACKS, TAPE, NAILS OR PINS ON THE WALLS OR CEILING.**
19. Bring your own supplies (cups, punch bowls, extension cords) that you will need. The facility will provide cleaning supplies, toilet paper, plastic garbage bags, tables and chairs.
20. SBCA is in no way responsible for items left in the facilities before, during or after the event.
21. All trash must be taken to the dumpster in the parking lot.
22. The member and their guests take responsibility for themselves by wearing masks and following the proper hygiene while on premises and take any risk of contracting the Covid-19 virus or any other illness while on SBCA premises.

ALCOHOL BEVERAGE POLICY

1. SBCA shall not serve or provide alcoholic beverages.
2. Intoxication is to be avoided. A designated driver must escort intoxicated guests home when impairment is observed.
3. A hired Constable must be present at all functions serving alcohol.
4. The above requirements must be strictly honored when renting the facilities.

MISCELLANEOUS INFORMATION

1. The facilities will not be available for private parties on days reserved by the Board of Directors for civic activities such as Board and Annual meetings, workdays, neighborhood parties, swim team, etc.
2. Keys for the clubhouse are available for the renting resident. There are keys to the front door, the closet (same as front door key), and the back door. They are available from the lock box on the front door. The combination to the lock box is available from the manager the week of your function. Directions on how to open the lock box are in number 4 of this section.
3. EMERGENCY INFORMATION: Contact the Harris County Constable at 281-463-6666, Houston Police, Ambulance, or Fire Dept. at 911. Please contact a member of the Board of Directors if an emergency occurs.
4. HOW TO OPERATE A LOCK BOX: It opens like any lockbox. Type in the code and depress the black release button and pull to remove the lid from the lock box. Keys are locked inside. NOTE: After replacing the lid on the vault, spin the dial at least one complete turn to lock the lid in place.

Please return the "SBCA FACILITY AGREEMENT" and the "SBCA INDEMNIFY HOLD HARMLESS" with your \$125.00 deposit that will be held (not cashed, unless there are damages) and your rental fee to the following address:

**South Briar Community Association
C/O Beacon Residential Management, LLC.
12818 Willow Centre, Suite B
Houston, TX 77066**

RENTER'S CLEANING CHECKLIST

RENTER'S NAME: _____

DATE OF RENTAL: _____ / _____ / _____

RENTER CHECK	CHARGE	ITEMS ATTENDED TO	SBCA CHECK
	\$15.00	Sweep & Mop floors (when necessary).	
	\$5.00	Empty all wastebaskets including bathrooms and kitchen. Bag all trash and take to dumpster in parking lot of clubhouse.	
	\$5.00	Wipe off counter and stovetops. Clean oven if you spilled anything in it.	
	\$5.00	Wipe out refrigerator if needed.	
	\$5.00	No food or drinks to be left.	
	\$5.00	Clean kitchen sinks.	
	\$5.00	Clean bathroom sinks and make sure toilets are flushed	
	\$10.00	Return tables and chairs to the closet in a neat and orderly fashion and make sure door is locked.	
	\$5.00	Take down all decorations.	
	\$5.00	Lock windows and close blinds.	
	\$10.00	Turn off ceiling fans and turn a/c to 82 degrees or heater to 62 degrees depending on season	
	\$5.00	Check walls and doors for marks and spot clean.	
	\$5.00	Return keys to lockbox.	
	Actual Costs	Damage to building or contents	
	\$5.00	Pool – Empty Trash/Return tables and chairs to original place.	

PLEASE LEAVE THIS FORM IN THE BLACK MAILBOX ON THE CLUBHOUSE FRONT PORCH AFTER YOU HAVE COMPLETED YOUR CHECK.

THANK YOU.