

**WESTFIELD TERRA RECREATIONAL FACILITY
USE CONTRACT – CLUBHOUSE
C/O Crest Management Co.
P.O. Box 219320 Houston, TX 77218-9320**

DEAR RESIDENT:

ENCLOSED IS A COPY OF THE WESTFIELD CLUBHOUSE CONTRACT FOR YOUR REVIEW. PLEASE COMPLETE, SIGN AND ATTACH YOUR DEPOSIT AND RENTAL FEE CHECKS. THEN RETURN THE COMPLETED CONTRACT AND THE 2 CHECKS (FOR RESIDENTS) OR 3 CHECKS (FOR NON-RESIDENTS) TO OUR OFFICE.

CHECKS SHOULD BE MADE OUT AS FOLLOWS:

RESIDENTS ONLY

**\$200.00 DEPOSIT - WESTFIELD TERRA HOA
\$50.00 CONTRACT SET-UP FEE (PAYABLE CREST MGMT).
\$45.00 RENTAL FEE (PAYABLE TO WESTFIELD TERRA HOA)**

NON-RESIDENTS

**CASH OR MONEY ORDER ONLY
\$ 300.00 DEPOSIT
\$50.00 CONTRACT SET-UP (PAYABLE CREST MGMT).
\$ 50.00 PER HOUR RENTAL FEE**

.....
PLEASE REMEMBER TO PICK UP THE KEY TO THE CLUBHOUSE ONE TO TWO DAYS PRIOR TO YOUR RENTAL. OFFICE HOURS ARE: MONDAY-FRIDAY 9AM-5PM. WE ARE CLOSED FOR LUNCH 12-1PM ON FRIDAY ONLY, AND WE ARE CLOSED ON THE WEEKEND.

THE KEY IS TO BE RETURNED TO OUR OFFICE THE NEXT BUSINESS DAY AFTER YOUR RENTAL.

IF YOU HAVE ANY QUESTIONS AND OR CONCERNS PLEASE CONTACT OUR OFFICE AT (281) 579-0761.

SINCERELY,

**MICHAEL BARRERA
AGENT FOR THE ASSOCIATION**

.....
**CLUBHOUSE ADDRESS:
20222 MISTY COVE
KATY, TX 77449**

IF YOU WOULD LIKE TO RENT THE MARQUEE, PLEASE INCLUDE A SEPARATE CHECK FOR \$10.00 PAYABLE TO THE WESTFIELD TERRA HOA WITH WHAT YOU WOULD LIKE THE MARQUEE TO STATE AND THE 7 DAY(S) THAT YOU WOULD LIKE IT TO RUN

**WESTFIELD TERRA
RECREATIONAL FACILITY USE CONTRACT - CLUBHOUSE**

THE STATE OF TEXAS
COUNTY OF HARRIS

THIS RECREATIONAL FACILITY USE CONTRACT (CONTRACT) IS MADE AND ENTERED INTO BY AND BETWEEN WESTFIELD TERRA HOMEOWNERS ASSOCIATION, INC. (THE ASSOCIATION) AND

_____ (THE RESIDENT),

WHOSE ADDRESS IS _____ KATY, TEXAS, 77449

TELEPHONE NUMBER (281) _____ CELL _____.

WHEREAS, THE RESIDENT DESIRES TO USE THE CLUBHOUSE (HEREINAFTER DESCRIBED AS FACILITY; WITH THE UNDERSTANDING THAT FACILITY MAY NOT BE USED FOR RELIGIOUS FACTIONS, POLITICAL GROUPS, OUTREACH MINISTRIES OR ANY SIMILAR GROUP WITHOUT WRITTEN REQUEST AND APPROVAL FROM THE BOARD OF DIRECTORS OF THE ASSOCIATION.

THIS CONTRACT DOES NOT INCLUDE POOL RENTAL

WHEREAS, THE RESIDENT IS A MEMBER IN GOOD STANDING OF THE ASSOCIATION AND SPECIFICALLY IS NOT DELINQUENT IN THE PAYMENT OF THE ANNUAL MAINTENANCE ASSESSMENT OR ANY SPECIAL MAINTENANCE ASSESSMENTS OR CHARGES AS THOSE TERMS ARE USED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTFIELD TERRA HOMEOWNERS ASSOCIATION, INC.

WHEREAS, THE RESIDENT DOES NOT HAVE PENDING BEFORE ANY FORUM, JUDICIAL, NON-JUDICIAL OR ADMINISTRATIVE, INCLUDING ANY FORUM FOR ALTERNATIVE DISPUTE RESOLUTION AS THAT TERM IS USED IN TITLE 7 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE, AND DISPUTE WITH OR CLAIM AGAINST THE ASSOCIATION; AND

WHEREAS, THE RESIDENT HAS AGREED TO AND WILL ASSUME COMPLETE, ABSOLUTE, AND SOLE PERSONAL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL INJURY OF DAMAGE TO PERSONS OR PROPERTY, REAL OR PERSONAL, RESULTING FROM, OR ATTRIBUTABLE TO, THE RESIDENT'S USE OF THE FACILITY;

NOW THEREFORE, THE ASSOCIATION AND THE RESIDENT AGREE AS FOLLOWS:

1. FEES:

DATE: THE ASSOCIATION GRANTS TO THE RESIDENT THE USE OF THE FACILITY

_____, 20____, FOR TOTAL OF _____ HOURS

TIME: FROM _____ O'CLOCK ____ M. UNTIL _____ O'CLOCK ____ M OF THE SAME DAY.

A PERSONAL CHECK WILL BE ACCEPTED FOR THE RENTAL

FEE FOR NON--RESIDENTS

| | | |
|---------------|-----------|---------|
| RESIDENTS: | \$45.00 | |
| NON-RESIDENTS | 0-1 HOURS | \$50.00 |

TYPE / KIND OF PARTY _____

FOR: ADULTS _____ CHILDREN _____ BOTH _____ WITH APPROX # OF GUESTS _____

*****SETUP AND CLEAN UP TIME IS INCLUDED IN THE RENTAL HOURS*****

2. SECURITY DEPOSIT:

AT THE TIME THIS CONTRACT IS SIGNED, THE RESIDENT SHALL DELIVER TO THE ASSOCIATION A SECURITY DEPOSIT, IN THE AMOUNT OF TWO HUNDRED AND NO/100 (\$200.00). A NON-RESIDENT SHALL PAY FIFTY DOLLARS \$50.00 AN HOUR FOR RENTAL AND THREE HUNDRED AND NO/100 (\$300.00) SECURITY DEPOSIT. DO NOT SEND CASH. THE SECURITY DEPOSIT WILL BE RETURNED IN FULL IF (A) THERE IS NO DAMAGE TO ANY PORTION OF THE FACILITY COVERED BY THIS CONTRACT RESULTING FROM OR ATTRIBUTABLE TO, THE RESIDENT'S USE OF THE FACILITY; OR (B) THERE ARE NO UNACCEPTABLE AREAS SHOWN ON THE INSPECTION FORM (PROVIDED AT TIME OF RENTAL). IF THERE IS ANY DAMAGE OR ANY UNACCEPTABLE AREAS SHOWN ON THE INSPECTION FORM, THEN THE SECURITY DEPOSIT WILL BE APPLIED AGAINST THE COST OF REPAIRS, IF ANY, PLUS THE AMOUNT SHOWN IN THE SCHEDULE OF FINES FOR ANY UNACCEPTABLE AREAS. THE SCHEDULE OF FINES, ATTACHED HERETO AS EXHIBIT AA-2" AND MADE A PART HEREOF FOR ALL PURPOSES, IS ACCEPTED AND AGREED TO BY THE RESIDENT. IT IS THE RESPONSIBILITY OF THE RESIDENT, AT THE BEGINNING OF THE RENTAL PERIOD, TO REPORT TO THE MANAGING AGENT FOR THE ASSOCIATION, ANY DAMAGE OR OTHER CONDITION, WHICH THE RESIDENT CONSIDERS UNACCEPTABLE. FAILURE TO REPORT SUCH DAMAGE OR CONDITION SHALL CONSTITUTE ACCEPTANCE BY THE RESIDENT OF THE CONDITION OF THE FACILITY.

3. RULES:

THE RESIDENT AGREES TO USE THE FACILITY IN ACCORDANCE WITH THE FOLLOWING RULES:

(RESIDENT TO INITIAL):

RULES FOR THE CLUBHOUSE _____ (INITIAL HERE)

- (A) NO SMOKING IS PERMITTED INSIDE THE CLUBHOUSE.
- (B) NO ALCOHOL IS PERMITTED. EXCEPTION: MINIMUM RENTAL OF TWO (2) LAW ENFORCEMENT OFFICERS FOR FOUR (4) HOURS. PAID RECEIPT FOR LAW ENFORCEMENT SERVICES MUST ACCOMPANY SIGNED CONTRACT.
- (C) THE RESIDENT RENTING THE CLUBHOUSE IS RESPONSIBLE FOR CLEAN-UP AS DESCRIBED IN THE SCHEDULE OF FINES ATTACHED HERETO AS EXHIBIT AA-1" AND MADE A PART HEREOF FOR ALL PURPOSES. AN INSPECTION FORM WILL BE PROVIDED AT TIME OF RENTAL.
- (D) PARTIES WITH PEOPLE UNDER TWENTY-ONE (21) YEARS OF AGE MUST HAVE ADEQUATE SUPERVISION. ADEQUATE SUPERVISION IS A PERSON 21 YEARS OF AGE OR OLDER IN THE CLUBHOUSE WITH THE FOLLOWING RATIO:

| | |
|----------------|--------------------------------|
| 1-20 PERSONS: | AT LEAST 2 SUPERVISING PEOPLE. |
| 21-40 PERSONS: | AT LEAST 3 SUPERVISING PEOPLE. |
| 41-60 PERSONS: | AT LEAST 4 SUPERVISING PEOPLE. |
- (E) **CLUBHOUSE CLOSERS AT 11:00 P.M.(CLUBHOUSE CLEANED AND VACATED)**
- (F) RESIDENT MUST SUPPLY ALL CLEANING SUPPLIES.

- (G) NO TAPE ALLOWED ON WALLS.
- (H) RESIDENT MUST BE PRESENT DURING ENTIRE RENTAL PERIOD.

THESE RENTAL PROCEDURES AND RULES FOR THE CLUBHOUSE FACILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE BY THE BOARD OF DIRECTORS.

THESE RULES APPLY TO EVERYONE. THERE WILL BE NO EXCEPTIONS.

- 4. **CANCELLATION POLICY.** THE RESIDENT AGREES TO NOTIFY CREST MANAGEMENT OF THE CANCELLATION BEFORE 5:00 P.M. THE DAY PRECEDING THE SCHEDULED RENTAL. IF THE SCHEDULED RENTAL IS ON SATURDAY, SUNDAY, OR MONDAY, THE RESIDENT AGREES TO NOTIFY CREST MANAGEMENT NO LATER THAN 5:00 P.M. THE PRECEDING FRIDAY.
- 5. **OCCUPANCY LIMIT.** THE RESIDENT AGREES THAT NO MORE THAN 60 PERSONS, INCLUDING THE RESIDENT, WILL USE THE FACILITY AT ANY ONE TIME.
- 6. **VACATING OF PREMISES.** THE RESIDENT AGREES THAT THE FACILITY USED BY THE RESIDENT AND HIS GUESTS WILL BE CLEAN AND THAT ALL PERSONS WILL VACATE THE FACILITY NO LATER THAN 11:00 P.M..
- 7. **INSPECTION.** AFTER THE RESIDENT VACATES THE FACILITY, IT SHALL BE INSPECTED BY AN AUTHORIZED AGENT OF THE ASSOCIATION. THE INSPECTING AGENT WILL USE AN INSPECTION FORM PROVIDED TO RESIDENT AT TIME OF RENTAL AND THE ATTACHED SCHEDULE OF FINES ON FORM, EXHIBIT AA-1" FOR INSPECTING THE FACILITY TO DETERMINE IF THE FACILITY REQUIRES ANY ADDITIONAL CLEANING, REPAIRS, OR REPLACEMENT OF ANY ITEMS DAMAGED RESULTING FROM, OR ATTRIBUTABLE TO THE RESIDENT'S USE OF THE FACILITY. THE RESIDENT AGREES THAT IF, IN THE SOLE JUDGMENT OF THE ASSOCIATION OR ANY OF ITS AUTHORIZED REPRESENTATIVES: (A) THE FACILITY NEEDS TO BE CLEANED OR REPAIRED; OR (B) ANY DAMAGED ITEMS SHOULD BE REPLACED AS A RESULT OF, OR ATTRIBUTABLE TO, THE RESIDENT'S USE OF THE FACILITY, WHETHER OR NOT THE SECURITY DEPOSIT IS ENOUGH TO PAY FOR THE COST OF SUCH ITEMS, OR FOR ANY UNACCEPTABLE ITEMS, AS SHOWN IN THE INSPECTION FORM PER THE SCHEDULE OF FINES, THEN THE ASSOCIATION MAY IMMEDIATELY CLEAN OR REPAIR THE FACILITY OR REPLACE THE DAMAGED ITEMS. THE AMOUNT OF THE SECURITY DEPOSIT WILL BE FIRST APPLIED AGAINST ANY FINES, THEN TO ANY COSTS, CHARGES OR EXPENSES INCURRED BY THE ASSOCIATION, AS A RESULT OF THE RESIDENT'S USE OF THE FACILITY. IF THE SECURITY DEPOSIT IS NOT ADEQUATE TO PAY FOR THE FOREGOING, THEN THE RESIDENT WILL BE RESPONSIBLE FOR ALL COSTS INCURRED AND WILL BE INVOICED BY THE ASSOCIATION. THE RESIDENT AGREES TO PAY ANY INVOICED COSTS, CHARGES, EXPENSES OR FINES PER THE SCHEDULE OF FINES, WITHIN THIRTY (30) DAYS AND, IF ANY SUCH INVOICE IS NOT PAID WITHIN THIRTY (30) DAYS, INTEREST SHALL ACCRUE AT A RATE OF EIGHTEEN PERCENT (18%) PER ANNUM FROM THE THIRTIETH DAY FOLLOWING THE DATE OF THE INVOICE UNTIL PAID AND ALL SUCH AMOUNTS SHALL BE ADDED TO, AND BECOME PART OF, THE ASSESSMENT DUE BY THE RESIDENT UNDER THE RESTRICTIVE COVENANTS. THE SELECTION OF THE CONTRACTOR FOR ANY CLEANING, REPAIRING OR REPLACEMENT SHALL BE WITHIN THE SOLE DISCRETION OF THE ASSOCIATION OR ITS AUTHORIZED REPRESENTATIVE.
- 8. **INDEMNITY.** THE RESIDENT AGREES TO ASSUME COMPLETE AND SOLE RESPONSIBILITY AND LIABILITY FOR ANY AND ALL INJURY, DEATH, OR DAMAGE TO

PROPERTY, REAL OR PERSONAL, DURING THE TERM OF THIS CONTRACT. THE RESIDENT SHALL INDEMNIFY AND HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, SUITS, OR PROCEEDINGS MADE AGAINST THE ASSOCIATION ARISING OUT OF, OR IN ANY WAY RELATED TO, THE USE OF THE FACILITY BY THE RESIDENT PROVIDED THAT THIS SHALL NOT OBLIGATE THE RESIDENT TO ANY LIABILITY FOR ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE ASSOCIATION OR ITS AUTHORIZED AGENTS. THIS INDEMNITY SHALL ALSO INCLUDE ALL SUMS PAYABLE OR PAID BY THE ASSOCIATION FOR LEGAL FEES OR COURT COSTS. THE SELECTION OR LEGAL COUNSEL SHALL BE WITHIN THE SOLE AND ABSOLUTE DISCRETION OF THE ASSOCIATION.

9. **GOVERNING LAW.** THIS CONTRACT SHALL BE CONSTRUED UNDER, AND IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HARRIS COUNTY, TEXAS.
10. **BINDING EFFECT.** THIS CONTRACT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS. IF THERE IS MORE THAN ONE RESIDENT, THEY SHALL BE BOUND JOINTLY AND SEVERALLY BY THE TERMS, COVENANTS AND AGREEMENTS HEREIN.
11. **SEVERABILITY.** IN CASE ANY ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS CONTRACT SHALL FOR ANY REASON BE HELD INVALID, ILLEGAL OR UNENFORCEABLE IN ANY RESPECT, SUCH INVALIDITY, ILLEGALITY OR UNENFORCEABLE SHALL NOT AFFECT ANY OTHER PROVISIONS HEREOF, AND THIS CONTRACT SHALL BE CONSTRUED AS IF THE INVALID, ILLEGAL OR UNENFORCEABLE PROVISIONS HAD NEVER BEEN CONTAINED HEREIN.
12. **GENERAL.** WHEN USED HEREIN, AND WHENEVER THE TEXT SO PERMITS, THE SINGULAR SHALL INCLUDE THE PLURAL AND THE USE OF ANY GENDER SHALL INCLUDE ALL GENDERS.
13. **ENTIRE AGREEMENT.** THIS CONTRACT CONSTITUTES THE SOLE AND ONLY AGREEMENT OF THE PARTIES AND SUPERSEDES ANY PRIOR UNDERSTANDINGS, OR WRITTEN, OR ORAL AGREEMENTS BETWEEN THE PARTIES WITH RESPECT TO THE RESIDENT'S USE OF THE FACILITY.

I CERTIFY AND ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND THIS CONTRACT. I FURTHER STATE THAT I VOLUNTARILY ENTERED INTO THIS CONTRACT AND I AGREED TO ITS TERMS AND CONDITIONS.

SIGNED AND ACCEPTED HARRIS COUNTY, TX ON THIS ____ DAY OF _____, 20__.

RESIDENT: _____

WESTFIELD TERRA HOMEOWNERS ASSOCIATION, INC.

_____ SIGNATURE OF RESIDENT:

BY: _____

NAME _____

**WESTFIELD TERRA
RECREATION FACILITY KEY**

I, _____, have signed out a key for the recreation facility located at **20222 Misty Cove**. I realize that I am responsible for returning this key to Crest Management on the next business day following the rental of the Club House and must notify Crest Management if the key becomes lost or stolen. In addition, I understand that if the key(s) is lost or stolen, I am responsible for the re-keying charges which could be as much as \$650.00.

Date: _____ 20 _____

Address: _____

Signature: _____

WESTFIELD TERRA HOA

SCHEDULE OF FINES FOR CLUBHOUSE DAMAGES

THIS SCHEDULE OF FINES IS SUBJECT TO CHANGE WITHOUT NOTICE BY THE BOARD OF DIRECTORS. THESE FINES ARE IN ADDITION TO ANY CHARGES OR FEES FOR REPLACEMENT OR REPAIR COSTS OF ITEMS.

RENTER: _____ DATE: _____

PHONE: _____ TIME: _____

*****CLUBHOUSE SCHEDULE OF FINES PER ITEM*****

| IF HOMEOWNER DOES NOT: | |
|---|----------|
| Empty and wipe microwave | \$20.00 |
| Wipe kitchen countertops and empty refrigerator | \$30.00 |
| Wipe tables and chairs | \$20.00 |
| Clean walls including removal of all decorations and graffiti/markings on walls | \$75.00 |
| Remove trash bags from cans and place bags in front of clubhouse on curb | \$25.00 |
| Turn fans off (ceiling, bathroom, and kitchen) | \$20.00 |
| Close and lock all windows | \$100.00 |
| Turn all inside lights off | \$20.00 |
| Close and lock exterior doors by pushing in lock button on door handles and key locking all deadbolts | \$100.00 |
| Chain and lock gates | \$100.00 |
| Return key at post party inspection | \$500.00 |

| IF THE FOLLOWING OCCURS: | |
|--|----------|
| Improper discharge of fire extinguisher | \$20.00 |
| Damage to woodwork, trim, walls, or windows | \$20.00 |
| Damage or removal of furniture | \$50.00 |
| Damage or removal of wall signs/fixtures | \$50.00 |
| Damage or removal of appliances (including thermostats or thermostat lock boxes) | \$100.00 |
| Damage to bathroom fixtures | \$100.00 |
| Damage or removal of screens | \$50.00 |

ACCEPTED

DATE