

**Chesterfield Community Association Inc
Clubhouse Reservation and Rental Agreement**

Date of Agreement: _____

Requested Date/Time of Usage: Date: _____ Time: _____

Name of Homeowner: _____

Address of Homeowner: _____

Home Phone: _____ Alternate Phone: _____

Type of Function-----

Steps to rent the Chesterfield Community Center clubhouse:

1. Check the Chesterfield Portal at Magnolia (www.magprop.com), or call Magnolia to determine availability at 281-599-0098. If you don't have a Portal login, contact Magnolia for setup.
2. Carefully read the below terms to make sure you and your event will comply.
3. Complete and sign this form and deliver checks for the deposit and rental to Magnolia.
4. At the appropriate day, get the key from Magnolia.
5. Be sure to clean up after your event.
6. Return key to Magnolia; they will process the return of your deposit.

Rental/Deposit Fee:

The rental fee is 75.00 per day , payable in advance. Total rental fee for this Agreement: _____

A security deposit of \$150.00 is due at time of reservation.

Checks are payable to: Chesterfield Community Association

Reservation is NOT confirmed until signed agreement and checks are received.

Deliver signed agreement accompanied by separate checks for deposit and rent to:

Magnolia Property Management, Attn: Chesterfield Community Association, 440 Cobia Dr, Suite 1601, Katy, TX 77494.

Terms:

1. **capacity:** Maximum capacity for the clubhouse is 75 people.
2. **Terms of Usage:**
 - a. Homeowner and Homeowner's guests and invitees shall use the Center only in strict compliance with the rules established by the Association for the use of the Center, including all rules posted at the Center, and each of the following ("Rules and Regulations"):
 - a. The Center may be reserved: (i) only by a full time Homeowner or Tenant, 21+ years of age, of Chesterfield Community Association, and (ii) only if all assessments to the lot upon which Homeowner resides are paid in full.
 - b. All events shall end (i) on weekdays by 10:00 pm and (ii) on weekends by midnight. All clean up shall be completed immediately following the event.
 - c. All persons attending shall leave the center (including the adjacent parking lot areas) within thirty (60) minutes following the event.
 - d. Use of any glass or other breakable containers or utensils (including bottles, glasses, or plates) are, each and all, prohibited outside the confines of the clubhouse room. Outdoor cooking, such as grilling cannot be done under the cabana and must be done out in the open.
 - e. Noise levels, including music, shall be maintained at a level which is not audible inside any house in the subdivision or a nuisance or annoyance to area Homeowners.

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- f. Nails, bolts and sticky adhesives are not allowed in attaching items to floors, walls and/or ceilings. Any damage caused by such use will be charged to the Homeowner renting the Center.
 - g. Use of the Center is limited to only the date(s) and time(s) set forth above.
 - h. The Association, its officers, agents or employees, shall be authorized to immediately terminate such use and to require Homeowner and Homeowner's guest(s) to immediately vacate the Center when, in the sole opinion of the representative, the conduct of any person becomes offensive, noisy, dangerous, or illegal, or is otherwise in violation of any rules and regulations of the Association
 - i. All facilities other than the rented clubhouse will remain open to other residents during regular seasonal hours.
 - j. All events with guests under 21 years of age must be chaperoned by an adult over 21.
 - k. Except for temporary loading and unloading, no parking is allowed on the circular drive at the entrance. This area must be kept clear for emergency vehicles. Parking in the parking lot only.
3. **Clean-up: Reimbursement and Indemnity**
- a. Renting Homeowner shall insure that the Center is left in a clean, sanitary and presentable condition, acceptable to the Association, whose opinions regarding acceptability shall be binding. Homeowner agrees to return all chairs and other equipment to storage, to leave restrooms in a clean and sanitary condition, and to place all trash and debris in trash bags and to leave such bags in the appropriate trash disposal areas. If cleanup is deemed necessary by the Association officers, agents or employees, Homeowner will forfeit deposit to cover cost of cleanup.
 - b. Thermostat must be reset to 85 degrees (68 degrees in the winter) after use.
 - c. Homeowner shall be fully responsible for, and shall reimburse the Association for any and all damages incurred to the Center, and any equipment or facilities located thereon, resulting directly or indirectly from Homeowner's use of the Center.
 - d. Homeowner must have vacated and cleaned the Center no later than midnight of the final day of the term of this agreement. Failure to do so will result in forfeiture of deposit.
4. **Miscellaneous:**
This agreement is the sole and entire agreement between the parties, shall be binding upon their respective success and assigns, and may not be amended except by in writing, signed by each party.
5. **Indemnity Agreement:**
Homeowner agrees to indemnify, hold harmless and defend the Association, its officers, Directors, employees, agents, management company, contractors, and sub-contractors ("Association Parties"), from and against all damages, liabilities, claims, causes of action penalties, fines, costs and expenses (including without limitation all attorney's fees and court costs) incurred or suffered by the Association Parties whatsoever arising out of or in relation in any way to the Homeowner's use of the amenities granted to the Homeowner by this instrument, whether or not such claims are based upon the negligence of the Association Parties.

Signatures:

Renting Homeowner

Date

Chesterfield Community Association Representative

Date

YOUR SIGNATURE ACKNOWLEDGES YOU HAVE READ, UNDERSTAND AND AGREE TO ALL TERMS.