

**BRIARGROVE PARK  
CLUBHOUSE RENTAL AGREEMENT**

This Briargrove Park Clubhouse Rental Agreement (this "Agreement") is by and between Briargrove Park Property Owners, Inc. ("Association") and the party whose name is set forth below ("Clubhouse User") for the purpose of renting the Clubhouse meeting room and restroom facilities (collectively, the "BGP Clubhouse Facilities") located in the Briargrove Park Clubhouse at 2301 Seagler Road, Houston, Texas 77042, for the Intended Function.

1. Name of Clubhouse User: \_\_\_\_\_
2. Home Address of Clubhouse User: \_\_\_\_\_
3. Phone Number of Clubhouse User: \_\_\_\_\_
4. Email Address of Clubhouse User: \_\_\_\_\_
5. Date of Intended Function: \_\_\_\_\_
6. Time of Intended Function: Starting \_\_\_\_\_ .m. – Ending \_\_\_\_\_ .m.  
(Intended Function may not exceed 3 hours, including but not limited to set up and clean up).
7. Intended Function: \_\_\_\_\_
8. **General Conditions:**

- (a) **Fees:** A usage fee, cleanup and damage deposit, and key deposit are charged for the rental and use of the BGP Clubhouse Facilities and must be paid in either cash or 3 separate checks in the appropriate amounts at the Association subdivision office prior to the date of the Intended Function. The Association is not responsible for making change. Credit cards are not accepted. No event will be scheduled until all fees and deposits are paid. A schedule of fees and deposits is available at the Association subdivision office.
- (b) **BGP and BC Maintenance Fee:** Any Briargrove Park or Briar Court property owner or resident who wishes to become a Clubhouse User must be current in the payment of his/her annual Association maintenance fee and other charges assessed under the current deed restrictions applicable to the Clubhouse User's property.
- (c) **Reservations:** Reservations must be made in person. Phone reservations are NOT accepted.
- (d) **Office hours:** Only meetings, not parties, may be held during subdivision office hours.
- (e) **Cleanup and Damage Deposit Refund:** The cleanup and damage deposit will be refunded if, in the sole discretion of the Association, the following conditions are met:
  - (i) The meeting room furniture, if rearranged for the Intended Function, is restored to the placement it was in prior to the Intended Function occurring.
  - (ii) The meeting room is vacuumed and all surfaces wiped, lights are turned off, the thermostat is reset to 78° in hot weather and 68° in cold weather.
  - (iii) The restroom facilities are left in a clean and orderly condition, with all trash removed from the premises and the lights turned off.
  - (iv) Both the deadbolt lock and doorknob are locked. The key must be returned to the Association subdivision office by 9:00 a.m. the next business day following the Intended Function, unless other prior arrangements have been made. The Clubhouse User must satisfy both of these requirements for the key deposit to be refunded.
  - (v) The damage deposit will be forfeited should it be necessary (in the sole discretion of the Association) for the Association to retain a third party to clean the BGP Clubhouse Facilities.
- (f) **Clubhouse User Present:** The Clubhouse User must be present during the entire Intended Function.
- (g) **BGP Clubhouse Facilities only:** The usage fee entitles the Clubhouse User to access the BGP Clubhouse Facilities only. This Agreement does not allow use of the BGP pool facilities and no people or equipment are permitted in the BGP pool area as part of the Intended Function.

- (h) **Vendor Approval: Insurance:** The Association subdivision office must approve all on site vendors prior to the day of the Intended Function. If any type of equipment is used in conjunction with the Intended Function, a Certificate of Insurance from the vendor will be required to be on file in the Association subdivision office prior to the date of the Intended Function.
- (i) **No Alcohol/Illegal Drugs:** No alcoholic beverages, illegal substances or weapons may be used, consumed, served or otherwise provided at any time within the BGP Clubhouse Facilities, BGP Pool and BGP Pool fenced area, BGP playground, restrooms, tennis courts gated area, grounds adjacent to the BGP Clubhouse Facilities, and/or subdivision parking areas (the "BGP Facilities and Areas"). Persons under the influence of alcohol or drugs are not allowed within the BGP Facilities and Areas.
- (j) **No Smoking:** All BGP Facilities and Areas are non-smoking. No smoking, other tobacco use or gum chewing are permitted within the BGP Facilities and Areas.
- (k) **Behavior:** Disorderly conduct, profane language and inappropriate behavior are NOT permitted within the BGP Clubhouse Facilities and other BGP Facilities and Areas.
- (l) **No Animals:** NO animals are allowed inside the BGP Clubhouse Facilities, except service animals.
- (m) **No Liability for Damage; Indemnity:** The Association is not responsible for damage to or loss of personal property brought into the BGP Clubhouse Facilities and/or personal injury sustained as a result of using or entering the BGP Clubhouse Facilities. The cost to repair or replace any BGP Clubhouse Facilities because of damage arising from the intentional or malicious acts or the failure to act by a Clubhouse User or his/her guests will be the responsibility of the Clubhouse User.

**The Clubhouse User is solely responsible for the safety and wellbeing of the Clubhouse User and all Clubhouse User's guests and invitees using the BGP Clubhouse Facilities. In consideration of the right to use the BGP Clubhouse Facilities, by signing this Agreement, the Clubhouse User expressly agrees to defend, indemnify and hold harmless BGP and its officers, directors, agents and employees against the consequences, claims, injury, causes of action and/or liability arising in connection with the Clubhouse User's use and/or the Clubhouse User's guests' use of the BGP Clubhouse Facilities, including but not limited to, such parties' negligence, gross negligence and willful and malicious conduct, regardless of whether such negligence, gross negligence and willful and malicious conduct was the sole, proximate or producing cause, the joint and concurrent proximate or the producing cause of the consequences, claims, injury and liability to persons or property sustained as a result of the Clubhouse User's use and/or the Clubhouse User's guests' use of the BGP Clubhouse Facilities.**

- (n) **Venue: Attorneys' Fees:** Should it become necessary for either the Association or the Clubhouse User to institute any action to enforce the provisions of this Agreement, such action shall be instituted in the courts of competent jurisdiction of Harris County, Texas and shall be construed under the provisions of the laws of the State of Texas. The prevailing party may recover all costs of suit and all reasonable attorneys' fees incurred in connection with any such action.
- (o) **Failure to Follow Rules:** The Clubhouse User must comply and by his/her signature below agrees to comply with all Clubhouse rules set forth in this Agreement. Failure to abide by such rules may result in suspension of the Clubhouse User's right to use the BGP Clubhouse Facilities and/or revocation of the right to future use of the BGP Clubhouse Facilities.

This Agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CLUBHOUSE USER:

BRIARGROVE PARK PROPERTY OWNERS, INC.

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_