

## **BRIARGROVE PARK TENNIS COURTS MEMBERSHIP AGREEMENT AND RULES**

This BGP Tennis Courts Membership Agreement and Rules (this "Agreement") is entered into by and between Briargrove Park Property Owners, Inc. (the "Association") and the party whose name is set forth below (the "BGP Tennis Member") for the use of the Briargrove Park tennis courts (the "BGP Tennis Courts") located at 2301 Seagler, Houston, Texas 77042 for the current BGP Tennis Courts membership year.

### 1. BGP Tennis Courts Membership General Conditions:

#### (a) Membership:

- (i) Requirements: All persons wishing to use the BGP Tennis Courts must: (A) pay the annual Association fee ("Annual Association Fee") and become a BGP Tennis Member, or (B) be a guest of a BGP Tennis Member pursuant to Section 2(b) of this Agreement ("Guests") or (C) be a participant in a tennis league permitted to use the BGP Tennis Courts pursuant to the separate BGP League Tennis Agreement and Rules. ("Tennis League Participant").
- (ii) BGP and BC Property Owners or Residents: All Briargrove Park ("BGP") or Briar Court ("BC") property owners or residents wishing to use the BGP Tennis Courts must be a BGP Tennis Member and may not be the guest of a BGP Tennis Member. Any BGP or BC property owner or resident who wishes to become a BGP Tennis Member must be current in the payment of not only his/her Annual Association Fee, but all other charges assessed under the current deed restrictions applicable to the property owner's or resident's property.

#### (b) Membership Year: The BGP Tennis Courts membership year runs from January 1 through December 31 of each year.

#### (c) Payment of Tennis Fees/Deposits:

- (i) Existing BGP Tennis Member: All existing members of the BGP Tennis Courts must pay the Annual Association Fee and return his/her prior year's BGP Tennis Courts gate key to the Association subdivision office no later than the date the Association subdivision office changes the BGP Tennis Courts gate lock. The Association subdivision office will post a notice, generally in January, stating the date it will change BGP Tennis Courts gate lock for the new BGP Tennis Courts membership year. Once a BGP Tennis Member has turned in his/her prior year's BGP Tennis Courts gate key and paid the Annual Association Fee, he/she may become a BGP Tennis Member for the upcoming or then current BGP Tennis Courts membership year.
- (ii) New BGP Tennis Member: All persons wishing to become a BGP Tennis Member must pay the Annual Association Fee and the BGP Tennis Courts gate key deposit at the time such person signs this Agreement.
- (iii) Method of Payment: All fee and deposit payments must be made by check or in cash in the appropriate amount at the Association subdivision office. The Association subdivision office is not responsible for making change. Credit cards are not accepted.
- (iv) Delinquent Fee: If the Annual Association Fee remains unpaid after the gate lock changes, the BGP Tennis Member will no longer be a BGP Tennis Member and will not have any right to use or access the BGP Tennis Courts.
- (v) Reinstatement of Membership: A former BGP Tennis Member may reinstate his/her BGP Tennis Courts membership by returning his/her prior year's BGP Tennis Courts gate key to the Association subdivision office and paying any the Annual Association Fee, if not paid for the then current year.
- (vi) No Proration of Fee: The Annual Association Fee is for the twelve-month period from January 1 to December 31 and will not be adjusted or prorated for a lesser period. This provision applies

to the Annual Association Fee for both a new BGP Tennis Member and a former BGP Tennis Member who wishes to reinstate his/her BGP Tennis Courts membership.

(vii) Fee Schedule; A schedule of BGP Tennis Courts fees and deposits is available at the Association subdivision office.

(d) Tennis Membership Number: Each BGP Tennis Courts membership will be assigned a single membership number ("Tennis Membership Number") regardless of the number of family members who purchase an additional BGP Tennis Courts gate key as provided in Section 1(f)(i) below.

(e) BGP Tennis Court Membership Cards: BGP Tennis Members must have their BGP Tennis Courts membership cards with them when playing and must present the card if asked.

(f) BGP Tennis Courts Gate Key:

(i) Gate Key Deposit: The Association subdivision office will issue one BGP Tennis Courts gate key for each Tennis Membership Number upon the BGP Tennis Member's payment of a key deposit. Additional keys are available for other immediate family members upon payment of an additional key deposit.

(ii) Lost Gate Keys: Lost keys will be replaced upon payment of a lost key replacement fee.

(iii) Gate Key Deposit Refund: If the former BGP Tennis Member elects to not renew his/her BGP Tennis Courts membership or does not pay the Annual Association Fee, he/she must return all BGP Tennis Courts gate keys to the Association subdivision office. Upon the return of all such keys, the former BGP Tennis Member's key deposit(s) will be refunded; otherwise, the deposit(s) is (are) forfeited.

## 2. BGP Tennis Courts Rules:

(a) BGP Tennis Courts Gate Key Use:

(i) Gate Locked: The gate to the BGP Tennis Courts must be kept locked at all times. Admission to the BGP Tennis Courts is by key only. BGP Tennis Members shall not open the gate to admit anyone who does not have a BGP Tennis Courts gate key (except for the BGP Tennis Member's guests or Tennis League Participants).

(ii) No Loaning of Gate Key. A BGP Tennis Member shall not loan his/her key to a person who is not a BGP Tennis Member. Violation of this rule will cause the loss of the BGP Tennis Member's membership in and use of the BGP Tennis Courts.

(b) Guests: A BGP Tennis Member, who is a BGP or BC property owner or resident, may invite no more than three (3) guests to play on the BGP Tennis Courts and must accompany all of his/her guests at all times. A BGP Tennis Member must be playing on each court on which a guest is playing (except during league play). BGP and BC residents or property owners may not be the guest of a BGP Tennis Member and must be a BGP Tennis Member to use the BGP Tennis Courts. **A non-resident Tennis Member may not invite guests to play on the BGP Tennis Courts. Violation of this rule will cause the loss of the BGP Tennis Member's membership in and use of the BGP Tennis Courts.**

(c) Reservations:

(i) Reservation Times: BGP Tennis Court reservations should be made on line. Instructions on how to obtain access to the on-line court reservation system are posted outside the BGP Tennis Courts or may be obtained at the Association subdivision office during regular business hours.

(ii) Period of Court Time. Each reservation is for 90 minutes of court time.

- (iii) Number of Reservations: Only one (1) reservation per BGP Membership Number may be made per day.
- (iv) Advance Reservations. An advance reservation may be made for any day during the following two (2) weeks.
- (v) Forfeiture of Reservation. A BGP Tennis Court reservation is forfeited unless the court is occupied within 15 minutes of the commencement of the reservation time. If the party reserving the court is unable to use the reserved court time or knows the party will be unable to arrive at the court within the required 15 minute time period, that party needs to cancel the court reservation on the online reservation system so that another BGP Tennis Member can book the court. If a court reservation does not show on the on-line court reservation system, that court is considered available, even if occupied, and the first BGP Tennis Member correctly signing up for that court may claim it.
- (d) Walk-On Court: When in service, BGP Tennis Court #1 is the walk-on court, unless noted otherwise on the walk-on court sign-in sheet, posted at the BGP Tennis Courts. The walk-on court may be used without a tennis court reservation, but a BGP Tennis Member must sign the sign-in sheet, by clearly writing down his/her name and Tennis Membership Number, before players may use the walk-on court. The start time must be entered on the sign-in sheet. The players on the walk-on court must relinquish the court after one (1) hour of play if anyone else is waiting to use the walk-on court.
- (e) Tennis League Tennis: A BGP Tennis Member wishing to establish a league team to play on the BGP Tennis Courts must complete a separate BGP League Tennis Agreement and Rules.
- (f) Tennis Attire: Players on BGP Tennis Courts are expected to wear generally accepted tennis attire, including proper court shoes. Only players wearing tennis shoes designed to not leave scuff marks are allowed on the courts. All players must wear shirts at all times.
- (g) No Barbeque: No BGP Tennis Member, his/her guests or vendors may cook or barbeque in the BGP Tennis Courts gated area.
- (h) 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 Tennis Courts and fenced area around the courts, BGP Playground, BGP Pavilion or restrooms, BGP Pool and BGP Pool fenced area, Association subdivision office building, grounds adjacent to the building, and/or subdivision parking areas (collectively, the "BGP Facilities and Areas"). Persons under the influence of alcohol or drugs are not allowed within the BGP Facilities and Areas.
- (i) No smoking: All BGP Facilities and Areas are non-smoking. No smoking, other tobacco use or gum chewing use are permitted within the BGP Facilities and Areas.
- (j) Clean Condition: BGP Tennis Courts users are expected to keep the BGP Tennis Courts and the area between the courts clean. This rule includes not leaving balls, cans, bottles, paper, etc. in the BGP Tennis Courts gated area and adjacent parking area. Please deposit all litter in the garbage cans and empty the courtside cans into the large garbage can near the BGP Tennis Courts front gate. A recycle bin is also available in the gazebo. Team captains are responsible for the BGP Tennis Courts and adjacent grounds being left clean following tennis league play.
- (k) Squeegee: One squeegee is available for each BGP Tennis Court. It is important that the squeegee be hung in the gazebo so the rollers are not damaged from resting on the ground or dried out from being in the sun.
- (l) Vehicles: Except for wheelchairs, baby carriages and strollers, no wheeled vehicles (bicycles, tricycles, skateboards, roller blades, etc.) or motorized vehicles are allowed within the BGP Tennis Courts gated area. Irresponsible operation of any motor vehicle in the Association subdivision parking lot is prohibited.

- (m) Animals: NO animals are allowed inside the BGP Tennis Courts and fenced area around the BGP Tennis Courts, BGP Playground or BGP Pavilion, and BGP Pool and BGP Pool fenced area, except service animals.
- (n) Behavior: Disorderly conduct, profane language and inappropriate behavior are NOT permitted within the BGP Tennis Courts and other BGP Facilities and Areas.
- (o) Lighting: BGP Tennis Members and other BGP Tennis Courts users **must** turn off the lights when leaving the BGP Tennis Courts.
- (p) **No Liability for Damages; Indemnity**: The Association is not responsible for damage to or loss of personal property brought into the BGP Tennis Courts and/or personal injury sustained because of using or entering the BGP Tennis Courts. The cost to repair or replace any of the BGP Tennis Courts or equipment because of damage arising from intentional or malicious acts or the failure to act by a BGP Tennis Member, or the BGP Tennis Member's guest(s), will be the responsibility of the BGP Tennis Member.

The BGP Tennis Member is solely responsible for the safety and wellbeing of the BGP Tennis Member and all of the BGP Tennis Member's guests and invitees using the BGP Tennis Courts. In consideration of the use of the BGP Tennis Courts, by signing this Agreement, the BGP Tennis Member 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 BGP Tennis Member's use and/or the BGP Tennis Member's guests' use of the BGP Tennis Courts, 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 or the joint and concurrent proximate or producing cause of the consequences, claims, injury and liability to persons or property sustained as a result of the BGP Tennis Member's use and/or the BGP Tennis Member's guests' use of the BGP Tennis Courts.

- (q) Venue; Attorneys' Fees: Should it become necessary for either the Association or the BGP Tennis Member 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.
- (r) **Failure to Follow Rules**: The BGP Tennis Member must comply and by his/her signature hereby agrees to comply with all of the BGP Tennis Courts Rules set forth in this Agreement. The cooperation of all players in following and enforcing these BGP Tennis Rules will allow all of those using the BGP Tennis Courts to enjoy playing tennis. **Failure to abide by these rules may result in suspension of the BGP Tennis Member's BGP Tennis Court membership and his/her right to use the BGP Tennis Courts and/or revocation of the right to future use of the BGP Tennis Courts. The decision to suspend is at the sole discretion of the Association and without refund of membership or any other fee.**
- (s) Effective Date: This Agreement is effective as of January 1, 2018.

This Agreement is executed and accepted on \_\_\_\_\_, 20\_\_.

BGP TENNIS MEMBER:

BRIARGROVE PARK PROPERTY OWNERS, INC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

