

## **BRIARGROVE PARK LEAGUE TENNIS AGREEMENT AND RULES**

This BGP League Tennis 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 league play during the current BGP Tennis Courts membership year.

### 1. General Conditions:

- (a) BGP Tennis Court Rules: Rules for the use of the BGP Tennis Courts, as contained in Briargrove Park Tennis Courts Membership Agreement and Rules, apply to the use of the BGP Tennis Courts for tennis league play or practice.
- (b) Requirements: All persons wishing to enter into this Agreement to establish a league team to play on the BGP Tennis Courts must be a Briargrove Park ("BGP") or Briar Court ("BC") property owner or resident and a BGP Tennis Member pursuant to the separate BGP Tennis Courts Membership Agreement and Rules for the upcoming or then current BGP Tennis Courts membership year.

### 2. Tennis League Tennis

- (a) Tennis League Play: Each BGP league team may reserve no more than three (3) of the BGP Tennis Courts one time each week for scheduled tennis league matches. The availability of the BGP Tennis Courts for league play may be limited per Section 2(h) of this Agreement.
- (b) Tennis League Practice. Each BGP league team may schedule practice for a period of no more than two (2) hours on no more than two (2) BGP Tennis Courts one time each week during a tennis league season, provided at least one (1) BGP Tennis Member is present during the practice period. The availability of the BGP Tennis Courts for league practice may be limited per Section 2(h) of this Agreement.
- (c) Tennis League Fees: Tennis league fees must be paid to the Association subdivision office no later than two (2) weeks before the start of the league season. A schedule of BGP Tennis Courts fees and deposits is available at the Association subdivision office.
- (d) Tennis League Team Roster: Each person wishing to establish a league team to play on the BGP Tennis Courts must provide to the Association subdivision office a team roster containing the name, address, phone number and BGP Tennis Membership Number of all league team members and subs. No fewer than two (2) members of each league team must be a BGP or BC property owner or resident. The complete tennis league team roster and schedule must be submitted to the Association subdivision office no later than two (2) week before the start of the league season.
- (e) BGP and BC Resident Tennis League Members: Each property owner or resident of BGP or BC who plays on a BGP league team must be a BGP Tennis Member.
- (f) Non-Resident Tennis League Members: Non-residents of BGP or BC may join a tennis league team and play on the BGP Tennis Courts without paying daily guest fees for league matches, if that tennis league's team membership is open to BGP and BC property owners and residents and no fewer than two (2) of the league team members are BGP or BC property owners or residents.
- (g) Tennis League Reservations: Reservations for tennis league play or practice must be made through the Association subdivision office. Courts will not be reserved if league fees have not been paid and the official team roster and schedule have not been submitted to the Association subdivision office at least two (2) weeks before the start of the league season.
- (h) Limited Court Availability: To encourage as many BGP Tennis Members as possible to enjoy the

use of the BGP Tennis Courts, the BGP Association Board reserves the right to not allow league play or practice or to limit court availability (number of courts and/or length of reservations) for league play or practice during popular times, such as weekday evenings.

3. **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 because of damage arising from intentional or malicious acts or the failure to act by a BGP Tennis Member or BGP league team member 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 league team members 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 league teams members' 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 league team members' use of the BGP Tennis Courts.

4. **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.

5. **Failure to Follow Rules:** The BGP Tennis Member must comply, and is responsible for his/her league team members' compliance, and by his/her signature hereby agrees to comply and cause he/her league team members to comply with all of the BGP Tennis Courts Rules and BGP League Tennis Rules set forth in the Tennis Courts Membership Agreement and Rules and 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.**

6. **Effective Date:** This Agreement is effective as of March 23, 2017.

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

BGP TENNIS MEMBER\*:

BRIARGROVE PARK PROPERTY OWNERS, INC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

\* BGP or BC property owner or resident.