

**WESTWIND TOWNHOMES ASSOCIATION, INC.
MEETING ROOM RENTAL INFORMATION**

**INITIAL & SIGN - THIS COPY FOR CREATIVE MANAGEMENT COMPANY'S FILE
PLEASE READ CAREFULLY!**

1. In order to expedite this rental agreement, you must complete the following.

Please describe in detail what event you are reserving the Meeting Room for (for example, individual party, wedding/baby shower, reception, etc.): _____

2. Meeting Room Lease Agreement must be completed, in full, signed, returned to Creative Management Company with \$250.00 payable to Westwind Townhomes Association in the form of a check or money order only (no cash) fifteen (15) days prior to rental date, NO EXCEPTIONS! TWO CHECKS ARE REQUIRED. ONE CHECK IN THE AMOUNT OF \$50.00 IS THE NON-REFUNDABLE USAGE FEE AND ONE CHECK IN THE AMOUNT OF \$200.00 FOR THE DEPOSIT. OWNER LEASING FACILITY MUST PAY BY PERSONAL CHECKS; NO OUTSIDE PERSONAL CHECKS ARE ACCEPTED. NO EXCEPTION!

Once you have returned the Meeting Room Lease Agreement, fully executed, along with your deposit and rental fee, you are permanently booked for that date. If you pay by personal check, this check will be deposited into the Westwind Townhomes Association's bank account. The check cannot be held until the date of your event. It will be deposited upon receipt. Any refund to be returned, i.e., no damages or violation of the rules and regulations will be mailed to you within 30 days after the event.

3. **A MINIMUM OF TEN (10) DAYS IN ADVANCE OF YOUR PARTY, YOU MUST CONTACT THE CUSTODIAN AT _____.** The Custodian lives on the property and is in charge of Meeting Room usage. The Custodian will schedule a walk-thru with you before the date and again afterwards. There will be no exceptions to this ten (10) day time frame. Please be aware of the schedule. This is a volunteer position and the Custodian is meeting with you on his/her own time. Failure to comply with this will result in a \$25.00 late registration fee. *Initial* _____
4. Generally, the Custodian will give you the keys the evening before the event and will make those arrangements with you.
5. Return keys to the Custodian at _____ by Noon on the following day.
6. Please avoid using products containing red dyes in them such as punch, grape juice, cake icing, etc. as these products will stain the carpet. All carpet cleaning costs will be deducted from the deposit.

Signature

Date

**WESTWIND TOWNHOMES ASSOCIATION, INC.
MEETING ROOM LEASE AGREEMENT**

THE STATE OF TEXAS)

COUNTY OF HARRIS)

WESTWIND TOWNHOMES ASSOCIATION, INC. (Lessor) leases its Meeting Room located at 2915 Meadow Grass Lane to _____ (Lessor), Unit Number _____, Phone Number _____, from Noon the ____ day of _____, 200_, until Noon the _____ day of _____, 200_ for a \$50.00 non-refundable rental fee and a \$200.00 deposit which shall be refunded if the Meeting Room and grounds surrounding the area are left in the same condition as leased, upon verification by inspection with the designated representative of the Lessor, the Lessee, and a signed copy of the Meeting Room Deficiency List.

PERSONAL CHECKS WILL BE ACCEPTED AND DEPOSITED IN THE OPERATING ACCOUNT OF THE ASSOCIATION. A REFUND CHECK WILL BE PROCESSED UPON SATISFACTION OF THE LEASE. TWO CHECKS ARE REQUIRED. ONE CHECK IN THE AMOUNT OF \$50.00 IS THE NON-REFUNDABLE USAGE FEE AND ONE CHECK IN THE AMOUNT OF \$200.00 FOR THE DEPOSIT.

I agree as follows:

1. There shall be no assignment of this lease without prior consent from the Lessor.
2. The Meeting Room shall not be leased by or for anyone who is not a homeowner and whose Association Fees are not current.
3. The Meeting Room shall not be leased to organizations of any kind (charitable, non-profit, etc.) for business purposes, or venture for profit to benefit the Lessee or guests, unless approved by the WESTWIND TOWNHOMES ASSOCIATION BOARD OF DIRECTORS.
4. The rental fee, deposit and signed Lease Agreement must be received by the management company a minimum of fifteen (15) days prior to the lease date.
5. A maximum of 60 people are authorized to occupy the Meeting Room during the rental period. If violation of this rule occurs, a Board Member and/or the managing agent has the right to terminate the function and the Lessee forfeits a portion and/or all of the deposit. This decision is at the discretion of the Board of Directors.

6. The Lessee will be personally liable for any damages to Leasehold or surrounding property during the time leased.
7. The Lessor will be held harmless from any damages to Lessee or guests of Lessee during the term of the lease.
8. In the event any of the provisions of this lease must be enforced by legal action, 10% per annum interest and reasonable attorney's fees will be added to the amount of the settlement.

As a condition of leasing the referenced facility, and as consideration for such permission, I represent to you that I am at least 18 years of age, and I, unconditionally, agree with the following terms:

1. I acknowledge that under this agreement, I shall have exclusive use of the Meeting Room only.
2. During my use of the premises, I will take personal liability for my invitees using the Meeting Room.
3. Before leaving the premises, following use thereof, I agree to lock up the Meeting Room, set the alarm and **TURN OFF ALL UTILITIES AND LIGHTS!**
4. The Meeting Room Custodian or any Board Member will have the authority to call the Constables' Office and/or wreckers to remove, at the owner's expense, any illegally parked vehicles.
5. I agree that by Noon (unless previously arranged) of the day following use of the Meeting Room, I will complete the following:
 - a. Return to the Meeting Room Custodian, the keys furnished me. If the keys are not returned by Noon of the third day following use of the Meeting Room, the Association has the right to keep the \$200.00 deposit for the cost of re-keying the Meeting Room. If the keys are lost, cost to re-key the Meeting Room will be withheld from the deposit.
Initial _____
 - b. Remove from the Meeting Room and surrounding area, all paper, bottles, trash, and other materials of any kind brought onto the premises by my invitees or me. Trash is to be stored at my unit to be placed out for pickup on designated day. *Initial* _____
 - c. Vacuum all carpet areas, and clean the carpet, if necessary. *Initial* _____

- d. Clean the kitchen, which includes, but is not limited to, emptying and cleaning the refrigerator, and oven/stove, and mopping the floor. *Initial* _____
- e. Clean the restroom which includes fixtures, vanity and restroom floor. *Initial* _____
- f. Clean up the area around the Meeting Room, to the extent that such cleanup work is necessitated by the use of the premises by my invitees and me. *Initial* _____
- g. Repair or pay for any and all damages to the Meeting Room (i.e., restroom, kitchen, the premises around such facility and the furniture, plants, equipment, and other personal property in or on the premises), which results from the use of such facility and premises by me and my invitees, excluding items reported as damaged on the MEETING ROOM DEFICIENCY LIST. *Initial* _____
- h. I agree not to move or otherwise change the location of any of the furniture or fixtures in or on the premises, or permit the same to be done, without prior authorization from the Board of Directors. *Initial* _____
- i. During my use of the premises, I shall be present at all times and in addition, accept the responsibility to chaperon any persons less than 18 years of age. I also agree not to serve alcoholic beverages on the premises. In the event that alcohol is served, the Association and the Board of Directors assume no liability. *Initial* _____
- j. During my use of the premises, there shall be no music played or broadcast outside the Meeting Room. The doors and windows to the Meeting Room shall be kept closed while music is being played or broadcast inside the Meeting Room, and the noise level from all sources shall be such as not to disturb the residents around the Meeting Room. Violation of this rule will result in termination of the function, and the Lessee forfeits a portion and/or all of the deposit. This decision is at the discretion of the Board of Directors. *Initial* _____
- k. My invitees or I shall never use the premises for commercial purposes, and no fee or other charge of a commercial nature shall be collected from the invitees, unless expressly authorized by the Board of Directors, in writing, prior to the use of the facilities. *Initial* _____
- l. Although it is not required, it is recommended to have a security guard present at any large function. *Initial* _____

- m. I shall not use tacks, glue, tape, nails, or any other types of adhesive on the walls, or otherwise damage or mar the walls. *Initial* _____
- n. If any other damage has occurred exceeding the \$200.00 deposit, the Lessee will be assessed the additional amount. *Initial* _____
- o. Please avoid using products containing red dyes in them such as punch, grape juice, cake icing, etc. as these products will stain the carpet. All carpet cleaning costs will be deducted from the deposit. *Initial* _____
- p. I am aware of and will inform my guests of the **NO SMOKING** signs in the Meeting Room. *Initial* _____

If a homeowner or tenant abuses any of the above rules, he/she can be denied the opportunity of leasing the Meeting Room for one (1) year. Continued violations will result in permanent denial of the Meeting Room privileges.

If all of the above conditions are met, the Association will return the full amount of the deposit to the homeowner within thirty (30) days of the event.

If, in the opinion of the Association's representative, additional cleaning is required, or if repairs are required to the equipment, furnishing or property, or if there has been damages to the Meeting Room, the common area of the property of any resident of the Westwind Townhomes, or their guests, the full amount of the deposit will be retained by the Association, to be applied to all costs incurred to repair the damage or to return the property to its condition existing prior to homeowner's use of the Meeting Room. If such costs are less than the total deposit, any remaining amount will be delivered to the homeowner upon completion of the repairs required. In the event that any additional costs, over and above the amount of the deposit are required, those costs will be billed to the homeowner. Homeowner agrees to pay all costs billed within thirty (30) days of the billing. If costs are not paid timely as herein set forth, homeowner agrees that such costs shall become an assessment against homeowner's unit, which may be collected in the same fashion as any other assessment.

(Homeowner Signature/Date)

Signature of Authorized Representative of
Westwind Townhomes Association, Inc

(Address)

(Phone)