

Cambridge Falls Homeowners Associations Clubhouse Reservation and Procedures

The Board of Directors of Cambridge Falls Homeowners Association has adopted the following Rental Agreement and Procedures to allow use of the Cambridge Falls Clubhouse (“Facility” or “Premises”) to the Members of the Cambridge Falls Homeowners Association who are in good standing.

Clubhouse Address:
3434 Cambridge Falls Dr
Fresno, TX 77545

Hours of Availability:
Sunday – Thursday: 9:00 am – 12:00 am
Friday & Saturday: 9:00 am – 12:00 am

1. **Use of the Clubhouse.** The Cambridge Falls Clubhouse is a common area located in the Community eligible for exclusive use by Members of the Cambridge Falls Homeowners Association who are in good standing. The Deposit and Rental Fee must be paid in the form of **two separate checks.** Unless the Board of Directors agrees otherwise in writing, payment in full is required when this Clubhouse reservation is executed. If payment is not received on time, the reservation will be cancelled, and the Member shall have no other rights under this Agreement. Member agrees to use the Clubhouse for only the Rental Times indicated above, and to have the setup and clean-up completed within the rental time. Member shall have no right to use the Clubhouse at any time prior to, or after the expiration of, the Rental Time. **If Member’s use of the Clubhouse exceeds the Rental Time above, the Board has the right to charge an additional \$45.00 per hour.** This amount is due from the Member to the Board upon request. Member agrees to leave the Clubhouse, parking lot, and all other related areas undamaged, clean, free of trash and litter, and ready for operation following the Rental Time. In the event that the Clubhouse, parking lot or any other related areas are damaged, left in an unclean condition or not ready for operations in accordance with this Agreement, Member will pay to Owner, upon demand, any damages and clean-up costs. The Board shall have the right to apply the Deposit to any amounts owed by Resident under this Agreement.
2. **There are only 20 foldable chairs and 2 round tables provided in the clubhouse. Anything else that is needed for the event will need to be brought in by the homeowner.**
3. **The Clubhouse can only be rented for private parties by Members of the Cambridge Falls Homeowners Association. The Member must be onsite for the duration of the event. All reservations are on a first come first serve basis and are not booked until the rental agreement and payment have been received. Submitting the rental agreement without payment does not reserve your requested date / time. The reservation date is confirmed upon receipt of the following items:**
 - Executed Rental Agreement (page 3)
 - Rental Fee - \$45/ hour payable to Cambridge Falls HOA
 - Refundable Deposit - \$250.00 payable to Cambridge Falls HOA

TWO SEPARATE CHECKS ARE REQUIRED
4. The Deposit will be refunded back to the Member when the facility has been inspected by the Board. In the event that the Clubhouse, parking lot or any other related areas are damaged, left in an unclean condition, the cost for such repairs will be deducted from the deposit. The Member also agrees to pay for the cost of damages exceeding the amount of the deposit. Return of the deposit is contingent upon receipt of the following:

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- a. Receipt of Inspection checklist (page 4). Must be completed and emailed (info@postoakproperties.com) to the HOA within 24 hours of the rental period. Failure to abide by and carry out responsibilities in the Inspection Checklist could lead to a portion of the Deposit being withheld.
5. If two (2) events are scheduled on the same day, a two – hour interval must occur between events to allow for Board inspection and cleaning the facility for the subsequent event. You will receive a unique door code that will allow entry to the facility. This code will only work during your designated reservation hours.
6. **Clubhouse Rules.** Member agrees that Member is responsible for compliance with the following rules by Member, guests of Member or any other persons coming into the Community as a result of the Member’s event:
- a. The Clubhouse is the only common area reserved by the Member. Unless the Board agrees otherwise in writing, the pool or other common areas may not be used in conjunction with the rental of the Clubhouse. **Please note that the restrooms are a shared common area and pool attendees will need access to this area.**
 - b. A maximum of 75 guest is allowed in the Clubhouse.
 - c. When individuals under the age of 18 are present, at least two (2) adults over the age of 25 for every 25 guests must be present at all times.
 - d. Alcohol is allowed in the building and must conform to age mandated laws. Alcohol is **NOT** allowed in the parking lot, pool area, or unfenced areas around the facility. No glass bottle or containers are permitted outside the building.
 - e. Smoking is not permitted inside the Clubhouse.
 - f. No animals (except sensory assistance animals) are permitted in the facility at any time.
 - g. Member is responsible for the orderly and lawful conduct of all people attending the event. Member shall assure that all guests comply with all posted signage and rules. Member must remain at the event at all times.
 - h. The Member is solely responsible for the condition of the facility
 - i. No items may be affixed to the floors, interior / exterior walls of the facility using staples, tape, tacks or nails.
 - j. Helium balloons must be weighted down and deflated prior to the Member leaving the facility. **If the Associated has to schedule special maintenance (i.e., balloons on ceiling, strings caught in ceiling fan motor, etc.) a minimum of \$50.00 of the security deposit will be forfeited and additional charges may be assessed.**
 - k. Cleaning:
 - i) All trash must be removed from the premises prior to leaving and brought back to the homeowners home to dispose of it that way .
 - ii) Make sure all areas of the Clubhouse are clean and free of debris.
 - iii) Wipe down any soiled surfaces, tables, windows, countertops, and floors.
 - iv) Conduct perimeter check of the Clubhouse for trash.
 - l. Make sure all doors are locked. Member will be responsible for any theft as a result of unlocked doors.

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- m. All persons using the Clubhouse must be respectful, courteous, and polite to others including other Members, occupants, guests and management personnel. Disrespectful conduct or acting in a loud or obnoxious manner is strictly prohibited.
 - n. The facility is not to be used for any purpose that violates any State laws, local or county ordinance, regulation, or administrative rule.
 - o. The Cambridge Falls Homeowners Association assume no responsibility for Member's or Member's guest's property.
 - p. DO NOT TURN OFF A/C. When leaving the Clubhouse make sure the thermostat is set to 78 degrees in the summer and 60 degrees in the winter.**
 - q. Notwithstanding the foregoing, the Board of Directors reserve the right to deny a request for use of the Clubhouse for any reason without further process or hearing.
7. **Default.** The Deposit may be forfeited in its entirety for the violation of any of the foregoing policies and procedures. Failure to follow these policies and procedures, and/or failure to perform mandatory cleaning of the premises may result in future restrictions on the Member's ability to rent the Clubhouse. This is a decision that would be arrived at and implemented by the Board of Directors

THE SECURITY DEPOSIT MAY BE FORFEITED IN ITS ENTIRETY FOR THE VIOLATION OF ANY OF THE FOREGOING POLICIES AND PROCEDURES.

Failure to follow these Use Policies and Procedures, and/or failure to perform mandatory cleaning of the premises may result in future restrictions on the homeowner's ability to rent the Clubhouse. This is a decision that would be arrived at and implemented by the Board of Directors.

A reservation and rental agreement for the Cambridge Falls Clubhouse does not give the users access to the pool or the back patio during the event. The Swimming Pool is operated by a different contract with the Pool Management Company. Contact Bearfoot Pools for rates and availability at (940)-239-0133 or poolparties@bearfoot.net

Correspondence can be sent to:

Cambridge Falls HOA

27101 Westheimer Pkwy

Katy, TX 77494

Phone: 281-647-6119

Email: info@postoakproperties.com

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Rental Agreement Form

Renter Name: _____ Date Requested: _____

Time Requested: ____ : ____ am/pm to ____ : ____ am/pm

Type of Event: _____ Number of Guests: _____

Renter Phone Number: _____

Renter Email: _____

Please give a valid email address, this is how you will receive your access code

Renter Address: _____

I acknowledge that I have read and understand the Clubhouse Rental Agreement and Use Policies and Procedures and agree to the terms, conditions and charges set forth therein.

I further release and hold harmless Cambridge Falls Homeowners Association and/or its agents, from all illnesses, damages, losses, injuries and/or death as a result of the rental and guarantee payment for all damages in excess of the security deposit.

I agree that the Clubhouse will not be used for any unlawful purpose.

**Trash must be removed from the facility and shall not be left inside,
outside or anywhere on the premises of the Recreation Center.**

**ANY VIOLATION OF THE BUILDING POLICIES MAY RESULT IN FORFEITURE
OF THE SECURITY DEPOSIT IN ITS ENTIRETY**

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

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POST-EVENT INSPECTION CHECKLIST

Please complete this form and return it to the HOA within 24 hours of your rental period by email. You may write additional comments in the Notes section of this form.

A member of the Board of Directors or its designee will complete a post-event walk through of the Clubhouse within 72 hours of receipt of this Inspection Checklist.

The renter is responsible for all items contained in the Rental Agreement. Failure to abide by and carry out responsibilities could lead to withholding part or all of the Security Deposit.

Renter: _____

Date: _____

Renter
Inspection

- Clean and return furniture to the original position.
- Remove ALL decorations, including balloons and tape.
- Remove ALL trash from facility (kitchen, restrooms, outside, etc.)
- Remove ALL food, drinks, and other personal items.
- Wipe clean kitchen sink, countertops, and tables.
- Empty and wipe clean Refrigerator and Freezer.
- Sweep ALL the floors of debris, crumbs, dirt.
- Check and clean Restrooms (toilets flushed, trash removed, etc.)
- Reset Thermostat (set to 78* in summer; set to 60* in winter.)**
- Removal of all Balloons (as described in item 5.p. of the Agreement) Turn off all lights.**

HOA
Inspection

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Notes/Discrepancies:

SIGNATURE OF RENTER: _____