



GREATWOOD COMMUNITY ASSOCIATION, INC.

Facility Rental Agreement

The Greatwood Clubhouse may be rented to host meetings and small social gatherings and is equipped with rest rooms, a full working kitchen, chairs, and tables, etc.

Facility Address: 7225 Greatwood Parkway, Sugar Land, TX 77479

First Name: _____ Last Name: _____ Company Name (if applicable): _____

Address: _____ City: _____ State: _____ Zip: _____

Tel (H): _____ (W): _____ (C): _____ Fax: _____

E-Mail Address: _____ Applicant Type: Greatwood Resident Greatwood Nonprofit

Alternate Contact Name: _____ Phone Number: _____

Please describe the purpose of your event: _____

Date of Event: _____ Start Time: _____ End Time: _____ Est. Attendance: _____

Food/Beverage Present - kitchen needed? Yes No Using Microphone? Yes No Alcohol Served? Yes No Using Projector ? Yes No

Time for set up/clean up: _____ Room Requested: _____

LIABILITY INSURANCE IS REQUIRED IF ALCOHOL IS SERVED!

Payment Information (checks payable to "Greatwood C.A.")

Security Deposit: \$ _____ Check # _____ Security Fee: _____ PAID DIRECTLY TO OFFICER!

Rental Fees: \$ _____ Check # _____ Liab. Ins: _____

No thumb tacks or double sided tape can be used / placed on the walls.

Houston Community Management Services will officially reserve the facility subject to availability upon receipt of security deposit and rental fee (made payable to Greatwood C.A.) and liability insurance (if applicable) and this signed rental agreement.

Email or deliver to the Greatwood HOA office located at,
8802 Greatwood Parkway | Sugar Land, TX | 77479 | (281) 545-1134
contact@mygreatwood.com

Rental Policy Information

Facility Usage: Greatwood's facilities may be rented by Association residents who are at least twenty-five (25) years of age and are current on their homeowner dues. The facilities may not be reserved more than one (1) year in advance. No facilities may be used for fundraising purposes without prior approval from the Association. Requests for periodic, regularly recurring use of the facility must be approved in advance by the Association. **All reservations must be booked at least two(2) weeks in advance.**

Facilities & Hours: Please see list of available facilities and rental hours attached hereto and incorporated herein as Exhibit A. Please allow appropriate time before the event for setup and after the event for cleanup. The minimum rental time is (2) hours.

Rental Agreement: To reserve the Greatwood Clubhouse all applicants must submit a signed Facility Rental Agreement to the management team along with the deposit and the rental fee. If serving alcohol, you must confirm that an officer has been hired for the entirety of the event and you must submit a copy of your liability insurance. Pool rentals are separate from rec center reservations and must be reserved through the pool management company.

Rental Fees: A Schedule of Fees is attached hereto and incorporated herein as Exhibit B.

Deposit: All rental applicants must pay a deposit. The deposit is refundable if the facility is left clean and there is no damage to furnishings or equipment. Any costs incurred in cleaning or repairing the facility will be deducted from the deposit. Should damage exceed the deposit, the Association will resort to appropriate legal remedies. The decision of whether the deposit shall be refunded is solely up to Greatwood and will not be refunded until the facility has been inspected by a Greatwood Community Association representative.

Reservations: Clubhouse reservations are "first-come, first-served" with priorities given to Greatwood Community Association functions. A rental reservation is considered binding after the Facility Rental Agreement has been signed by the rental applicant and approved by the Association's Management Company.

Alcoholic Beverages: If any alcoholic beverage is to be present, proof of host liquor liability insurance is required to be provided with combined single limit coverage of \$1,000,000 with respect to injuries, deaths, or damages. **GREATWOOD C.A. MUST BE LISTED AS AN ADDITIONAL INSURER ON THE LIQUOR LIABILITY INSURANCE CERTIFICATE.** This may be accomplished through general liability or excess liability (umbrella) rider to the Homeowner(s) policy, or through a separate policy, provided that the rider or additional policy specifically covers host liquor liability. Proof of such insurance must be delivered to the office of Greatwood's Management Company at least one (1) week prior to the Clubhouse rental or the rental agreement is subject to automatic termination by the Association. Alcohol cannot be sold on the premises. Greatwood always reserves the right to control and remove from the Premises, and all objectionable persons. Individuals visibly under the influence of drugs or alcohol will be required to leave the Premises and surrounding areas.

The Applicant shall be responsible to learn and follow all legal requirements when it comes to serving, providing and/or consuming alcohol at an event.

Notwithstanding anything else herein, if alcohol will be served at an event, Security Officers shall be present from the beginning of the event until the last person leaves the Premises. If alcohol will be served, the Applicant must disclose this on the Rental Agreement for approval.

Cleaning: The facility must be cleaned, all decorations and trash must be removed, and the facility must be vacated by the end time indicated on the Facility Rental Agreement. Applicant shall return all facilities and property in the same condition as received. The rental applicant is responsible for removal of all personal articles, including leftover food, decorations, etc., and depositing trash in the trash cans. The kitchen and all tabletops, chairs, counter tops, and any appliances used must be wiped clean. All appliances and lights need to be turned off, all doors/windows locked, etc. Rental applicant shall spot mop any spills and sweep the floor if needed. Chairs and tables must be returned to proper storage locations. Applicants agree to remove all bagged garbage from function to the appropriate facility dumpster following the function. It is the applicant's responsibility to remove and replace trash bags for trash cans as necessary during and following the function. Upon inspection, if the Premises are found damaged or not returned to the condition it was before the private use, this may result in a forfeiture of a portion of the Security Deposit in order to pay a third party to clean the Premises. Garbage is to be removed and placed in the outside dumpster. Garbage bags are to be supplied by Applicant. If it becomes necessary for the Association to do an extensive amount of cleaning or if additional janitorial services are needed due to the nature of the event, there will be a corresponding deduction from the Deposit, as determined by the Association.

Emergencies: If additional Greatwood staff, other than those already on duty, are called out to respond to an emergency that is not the fault or responsibility of Greatwood management, applicant will be billed a minimum of \$150.00 for the first hour and \$50.00 per hour thereafter for services rendered plus cost of repairs, vendor service, etc. (Examples: pulled fire alarm with no threat of fire/emergency, setting off alarm from candle use, damage requiring immediate attention, etc.)

Non-Conforming Events: Events that have been scheduled based on false or misleading information provided by the applicant or applicant's agents, contractors, licensees, invitees, participants and/or guests shall be rejected or canceled.

Caterers: Rental applicants may choose to employ an outside caterer for their event. Caterers are required to abide by all policies outlined in the Facility Rental Agreement. All food and beverages must be removed from the premises after the event. Waste food, ice and beverages may not be dumped onto soil or landscaping anywhere on the premises by guests or catering staff. Rental applicants and/or their caterers are required to provide their own tableware, linens, and service needs. No catering equipment, decor or other items may be left behind or stored on the property after an event unless prior arrangements have been made with the Association.

Minors: Any rental with participants under the age of 18 is required to have at least one adult chaperone for every ten minors present during the event.

Holiday Rental Rates: Please note that the Greatwood Clubhouse may NOT be rented on the holidays listed below. Rental rates for other Greatwood facilities may be higher than regular rates on the holidays below. Please contact the Association Office for details.

New Year's Eve	New Year's Day	Easter
July 4th	Memorial Day	Labor Day
Thanksgiving Day	Christmas Eve	Christmas Day

Parking: Limited spaces are available for parking at the Greatwood Clubhouse. Vehicles shall not be parked on the grass. Vehicles can be parked along the road leaving room for traffic to flow. The police may ticket vehicles parking against the flow of traffic. Please Note: parking at facilities may be significantly reduced during pool operating season, April - September.

Personal Property: Greatwood is not responsible for any valuables or personal property left on the premises.

Animals: Animals, with the exception of service animals, are not permitted inside the Greatwood Clubhouse or facilities without prior approval of the Association.

Decorations: No decorations of any type shall be attached to the structures, ceiling, walls, or furnishings within Greatwood facilities and Premises UNLESS Applicant uses pre-approved "command hooks" or some other similar type of mechanism to attach decorations that will not leave a mark on the walls, ceiling, or structure. NO GLITTER, CONFETTI, RICE OR BIRDSEED SHALL BE PERMITTED inside Greatwood facilities or anywhere on the Premises or grounds. The use of thumbtacks, staples and tape on structures, ceilings, walls or furnishings is strictly prohibited and will result in the loss of all or part of the User's facility use deposit.

Candles: All candles must be contained in a glass container taller than the top of the candle flame.

Smoking and Glass Containers: Smoking is prohibited inside or on the grounds of all Greatwood facilities. Glass containers are not allowed inside the perimeters of Greatwood pools.

Conduct and Compliance with Applicable Laws and Dedicatory Instruments Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests using Greatwood facilities MUST comply with the laws of the United States, the State of Texas, and all rules, regulations, laws and ordinances adopted by Fort Bend County, as well as Greatwood Rules, Regulations, Policies and other Dedicatory Instruments.

Equipment: NO OUTSIDE EQUIPMENT, including but not limited to cooking devices, music/sound equipment, etc. shall be permitted within Greatwood's facilities without advance written consent of Greatwood management, especially if it is deemed to potentially create additional risk to the facility or necessitate

additional custodial or staffing services. Greatwood reserves the right to require additional insurance requirements (see Insurance and Liability section) for any equipment that is brought onto the premise. Additionally, any tent use or the use of inflatable units on Greatwood sites first requires PRIOR APPROVAL by the Association Manager.

Sound Levels: The sound level of musical or sound equipment will be closely monitored by Greatwood personnel and personnel reserve the right to require the applicant to reduce sound levels if deemed necessary. Failure to reduce sound levels upon request by Greatwood personnel can result in immediate termination of the event and deposit may be forfeited. No music is permitted outdoors (including on patios) after 10 p.m.

Event Security: Greatwood has the right to require uniformed law enforcement officers for any and all events. Cost for security, as determined by Greatwood, shall be paid for by the applicant.

- Any event serving alcohol will be required to have a minimum of one (1) uniformed law enforcement officer must be on duty.
- Any event at which an entire building has been rented, a minimum of two (2) uniformed law officers must be on duty.
- Any additional requirements in respect to security officers are at the sole discretion of Greatwood Community Association, Inc. Management.

All reservation fees (including security deposit and security fees---if necessary) must be submitted at the time of reservation request. Security fees shall be included in total quote provided to applicant at the time of reservation request submittal. Applicants MUST use Greatwood's event security coordinator.

Law enforcement officers shall be in attendance at the full duration of the event at Greatwood facilities, beginning a minimum of thirty (30) minutes prior to commencement of the event, and will be scheduled through the designated ending clean time specified on the application. If the applicant goes beyond the scheduled ending clean up time, the applicant will be responsible for the additional costs incurred for security. This requirement may be modified at the discretion of Greatwood management. All costs and payments for law enforcement officers shall be the responsibility of the applicant and shall be controlled by Greatwood management. Greatwood has the right to require additional law enforcement officers, paid for by the applicant. Such additional security may be required based on the size of the group, average age of the group, nature of the event and activities, hours and duration of the event, presence of alcoholic beverages, live entertainment, and past experience with a group. If additional uniformed law enforcement officers are called out due to a disturbance, applicant will be charged for the extra officers at a rate equal to one and one-half times (1 ½) times their regular hourly rate.

Cancellation: If applicant cancels the reserved rental LESS than ten (10) business days prior to the scheduled event, applicant shall forfeit either the deposit or rental fees (lesser of the two). If Applicant provides notice of cancellation in excess of ten (10) days prior to the Access Period, then the Rental Fee may be released to the Applicant. The Association reserves the right to cancel or terminate this Agreement at any time for violations of the covenants, conditions or rules contained herein, or that may be promulgated by the Association from time to time.

Care of Premises: Neither renter nor its guests will cause damage to the premises or permit anything to be done whereby the premises will be in any manner injured, marred, or defaced. Renter will not make or allow to be made any kind of alterations to the premises. The premises shall be inspected by a Greatwood Amenities committee member before and after the event to ascertain any damage which might have occurred during the event or pre/postproduction of the event. Special care must be taken in the moving of furniture to prevent damage to walls and floors. Nothing must be allowed to drag across the surfaces. No portion of the sidewalk, entries, passages, fire exits, or stairways may be obstructed by renter, their guests, or representatives, or used for any other purpose other than ingress or egress from the premises.

Damage: Applicant agrees to be responsible and liable for all damages to the Premises or additional cleaning needed that is found immediately after the Access Period. The liability of the Applicant is not limited by the amount of the Deposit provided. The Association may subtract from the Deposit any amounts necessary in order to repair damage to the Premises. Applicant assumes liability for the cost of repairing damage or loss to Greatwood property caused by applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests, and agrees to reimburse Greatwood for all costs which may be incurred in excess of the damage/security deposit for repair, replacement, or payment for any property of Greatwood which is damaged, destroyed, misplaced, or stolen, by applicant, participants, or guests. Security deposit refunds for completed functions will be returned to applicant by within approximately four-to-six (4-6) weeks after the function.

Acceptance of Premises: It is understood that client accepts premises "As Is." Client may make, at its own expense, only those changes, alterations, installations, and decorations which are stated in this agreement. Premises will be returned in the same condition as when first occupied.

Liability Insurance and Indemnification: Greatwood reserves the right to require Applicant, in the Board's sole and absolute discretion, to provide at Applicant's sole expense, property damage, event, and/or liability insurance coverage or any other coverage to protect the property of Greatwood. However, in the event that Applicant is a corporation, partnership, limited liability company or any other entity recognized by the State of Texas, Applicant shall carry one million dollars of general liability insurance and appropriate event coverage and shall name the Association as an additional named insured on the insurance policy. The Applicant shall provide the Association a certificate of insurance within five (5) days of the event, which shows the Association as an additional insured. Applicant assumes all risk of all loss or damage to any materials, equipment or other property of Applicant and Applicant's attendees or Greatwood and Greatwood the Association shall have no obligation, responsibility, or liability with respect thereto.

APPLICANT AGREES TO SIGN THE WAIVER AND RELEASE ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT C. APPLICANT AND APPLICANT'S AGENTS, CONTRACTORS, LICENSEES, INVITEES, PARTICIPANTS, AND/OR GUESTS, DO HEREBY RELEASE AND FOREVER DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE GREATWOOD COMMUNITY ASSOCIATION, INC., ANY AND ALL AFFILIATED OR ASSOCIATED COMPANIES AND ALL BOARD OF DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, EMPLOYEES, AGENTS AND CONTRACTORS OF ANY OF THE FOREGOING ENTITIES, FROM ANY AND ALL ACTIONS, CLAIMS, DAMAGES, LIABILITY FOR BODILY OR PERSONAL PROPERTY INJURY OR DAMAGE CONNECTED WITH OR ARISING OUT OF (DIRECTLY OR INDIRECTLY) THE USE OF GREATWOOD COMMUNITY ASSOCIATION, INC.'S FACILITIES BY APPLICANT, APPLICANT'S AGENTS, CONTRACTORS, LICENSEES, INVITEES, AND/OR GUEST. THE ASSOCIATION AND APPLICANT AGREE THAT THE ASSOCIATION WILL NOT BE LIABLE TO APPLICANT OR ANY OTHER PARTY ATTENDING THE EVENT FOR ANY INJURY TO ANY PERSON USING THE PREMISES. APPLICANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, THE BOARD OF DIRECTORS OF THE ASSOCIATION, THE ASSOCIATION'S OFFICERS AND THEIR AGENTS, REPRESENTATIVES, INSURERS, REINSURERS, OFFICERS, DIRECTORS, AND CONTRACTORS (COLLECTIVELY THE "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, DAMAGES, DEMANDS, LOSSES, COSTS, EXPENSES AND DISBURSEMENTS, INCLUDING COURT COSTS AND ATTORNEYS FEES, RESULTING FROM ANY INJURIES TO OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY (INCLUDING, WITHOUT LIMITATION, DAMAGE TO THE PREMISES BY APPLICANT OR OTHER PARTY ATTENDING, OR DAMAGE TO ANY OTHER REAL OR PERSONAL PROPERTY OWNED BY THE ASSOCIATION OR WITHIN THE SUBDIVISION) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THE RENTAL OR USE OF THE PREMISES BY APPLICANT OR OTHER PARTY ATTENDING, THE FAILURE OF APPLICANT TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER, OR THE NEGLIGENCE OR WILLFUL ACTIONS OF APPLICANT AND APPLICANT'S GUESTS, INVITEES OR OTHERS AT THE PREMISES OR THE SUBDIVISION, EVEN IF CAUSED OR ALLEGED TO BE CAUSED BY THE SOLE, JOINT, COMPARATIVE, CONCURRENT NEGLIGENCE OR FAULT OF THE INDEMNITEE, AND EVEN IF ANY SUCH CLAIM, CAUSE OF ACTION OR SUIT IS BASED UPON OR ALLEGED TO BE BASED UPON STRICT LIABILITY OF THE INDEMNITEE. THIS INDEMNITY AND RELEASE PROVISION IS INTENDED TO INDEMNIFY AND RELEASE THE INDEMNITEE DUE TO THE INDEMNITEE'S OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN THE INDEMNITEE IS SOLELY, JOINTLY, COMPARATIVELY OR CONCURRENTLY NEGLIGENT OR OTHERWISE STRICTLY LIABLE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY STATUTORY OR COMMON LAW REMEDIES, WHICH ARE INCONSISTENT WITH THE PROVISIONS OF THE FOREGOING INDEMNITY AND WAIVER, ARE WAIVED BY APPLICANT. THIS INDEMNITY AND RELEASE PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Questions/Problems? If you have any questions or problems during your rental of the Greatwood facilities, please call Houston Community Management Services at (832) 864-1200.

Required Signature

I have read all of the rental policy information including Exhibits A-C which are attached hereto and fully incorporated herein. By signing below, I agree to comply with the provisions of this rental agreement. I understand that my security deposit may be forfeited or I may be billed for any additional expense should any of the aforementioned requirements be ignored or abused, or if any damages are a result of the actions of my rental.

Renter(s) acknowledges that his/her use of the facility purely for the pleasure of his/her guests. Greatwood Board of Directors sanctioned community events shall be permitted for the benefit of the community. Renter further acknowledges that neither the Management Company ("Manager"), nor the Greatwood Homeowners Association ("Association"), has assumed any responsibility for, nor shall the Manager or the Association have any liability for, the actions or inactions of the renters and his/her guests and invitees or for any injury, damage or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any person while using the facility.

Renter(s) on behalf of himself, his heirs, successors and assigns, and on behalf of his/her guests and invitees, their heirs, successors, and assigns hereby releases the Manager, the Association and the respective offices, directors, shareholders, agents, members, successors and assigns, from any claims which renter(s), his or her guests, and invitees, now have or may hereafter have which are related in any way to any loss, damages or injury that may be sustained in connection with their use of the facilities or as a results of any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the facility.

Renter(s) on behalf of himself, his heirs, successors and assigns, agrees to indemnify, defend and hold harmless the Manager and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney fees arising from the user of the facilities, including the buildings and sidewalks adjoining same, by the Renter(s), his or her guests, and invitees, or as result of any activity including consumption of alcohol or other intoxicating substances, engaged in by an such person while using the facility. In the event any action or proceeding is brought against the Manager or the Association, their respective offices, directors, shareholders, agents, members, successors, or assigns by reason of any such claim, renter(s) covenants and agrees to pay all costs of defense of such action or proceeding by council satisfactory to the manager and the Association.

The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage and renter(s) failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist renter(s) in fulfilling such obligations shall not relieve renter(s) of the indemnification and defense obligations set forth herein.

Signature: _____

Date: _____

Greatwood Community Association reserves the right to refuse application for good cause or to revoke the rental applicant's permit privileges. If this occurs, we will attempt to notify you as soon as possible.

(Rev. 07-2023)

GREATWOOD COMMUNITY ASSOCIATION, INC.
FACILITY RENTAL RATES
7225 GREATWOOD PARKWAY, SUGAR LAND, TX 77479

TIME PERIODS

Monday – Thursday (8:00 a.m. – 10:00 p.m.)

Friday (8:00 a.m. – 5:00 p.m.)

MEETING ROOM(S)	HOURLY RATE	MAX OCCUPANCY	ROOM DIMENSIONS
Entire Facility	\$70.00		
Banquet Hall	\$55.00	100	64 FT X 44 FT
Room A	\$30.00	69	25 FT X 44 FT
Room B	\$20.00	46	16.5 FT X 44 FT
Room C	\$30.00	63	22.5 X 44 FT
Room A/B OR B/C	\$45.00	75	40 FT X 44 FT
Lobby	-	-	
Conference Room	\$15.00	-	
Kitchen	\$25.00/Flat	-	

ROOM B DOES NOT HAVE KITCHEN ACCESS

TIME PERIODS

Friday (5:00 p.m. – 12:00 a.m.)

Saturday (8:00 a.m. – 12:00 a.m.)

Sunday (8:00 a.m. – 10:00 p.m.)

MEETING ROOM(S)	HOURLY RATE	MAX OCCUPANCY	ROOM DIMENSIONS
Entire Facility	\$95.00		
Banquet Hall	\$80.00	100	64 FT X 44 FT
Room A	\$55.00	69	25 FT X 44 FT
Room B	\$45.00	46	16.5 FT X 44 FT
Room C	\$55.00	63	22.5 X 44 FT
Room A/B OR B/C	\$70.00	75	40 FT X 44 FT
Lobby	-	-	
Conference Room	\$15.00	-	
Kitchen	\$25.00/Flat	-	

A REFUNDABLE DEPOSIT IN THE AMOUNT OF \$250.00 IS REQUIRED FOR ALL RENTALS.

SECURITY IS REQUIRED FOR PARTIES AT WHICH ALCOHOL WILL BE SERVED OR THE ENTIRE FACILITY IS USED.

SECURITY FEE IS PAID TO THE OFFICER DIRECTLY!