

FONMEADOW

***Property Owners Association
Clubhouse/Pool***

12636 Kittybrook

**Rules And Regulations
Governing the use of the Clubhouse/Pool**

The Board of Directors has the right to amend these rules at any time.

Please read this document carefully and in its entirety,
Have the document notarized and
Return the document with the deposit and fees to:

RealManage
11777 Katy Freeway, Suite 441
Houston, Texas 77079
(281) 531-4761 (ofc)
(281) 531-4328 (fax)

The following rules apply to all clubhouse applicants

1. An applicant must be a member in good standing with the Fonmeadow Property Owners Association (**Fonmeadow P.O.A.**). **NOTE:** All fees must be current.
2. **THE CLUBHOUSE** may be reserved with a notice of at least (10) working days, and reservation are made on a first come first serve basis except for association functions or meetings.
 - A minimum fee of \$250.00 (per day) is required for any clubhouse rental with a refundable \$250.00 security deposit. The fees may be changed by the Board of Directors without prior notice.
 - **NOTE:** Two checks are required:

Security Deposit payable to **Fonmeadow P.O.A.** in the amount of **\$250.00**. This check will be refunded upon passing the exit inspection.

Rental Fee payable to **Fonmeadow P.O.A.** in the amount of **\$250.00 (per day)**.

Cancellation of Rental: Applicant may cancel this Agreement anytime prior to the Rental Date. If funds have been received and deposited, a \$50.00 cancellation fee will be charged. Applicant should expect the partial refund of the deposit and rental fee within thirty (30) days of the cancellation.
3. **If the pool is also rented**, lifeguard rate/ratio is to be determined by pool contractor. The guard(s) must be hired through the current pool contractor who must be given at least one week notice. The cost of the lifeguards is the responsibility of the resident.
 - **NOTE:** The pool can only be rented during hours it is closed to the rest of the Fonmeadow residents.
 - **See rate schedule (page 6) for ALL rental & deposit fees required.**
 - **The rental fee, if required, is due at the time of reservation.**

In the event a security deposit is waived for a Recognized Subdivision Group and damages are encountered, Lessor will be held accountable for all damages to the property and/or cleaning. Additionally, future use of the clubhouse for this designated group may be terminated.
4. **No Alcohol Permitted in the Pool Area.**

5. *Alcohol is not permitted at any time for a community wide function. Alcohol may be permitted for private functions subject to the Lessee providing Uniformed Security Guard(s). If alcohol is being served in the clubhouse, rental of the pool will not be allowed at the same time.*
6. Any “Recognized Subdivision Group” whose **total** membership is comprised of Fonmeadow residents, is eligible for clubhouse rental and is eligible for a waived or reduced fee depending on the type and length of the rental. **NOTE:** The Board of Directors shall make the determination whether an organization is considered a “Recognized Subdivision Group” for the purpose of waiving and/or reducing the rental fee. The decision of the Board is final and binding.
7. All events must end by 1:00 A.M. the following day.
8. Noise must be kept down to a level as not to disturb nearby residents. Violations will result in the security deposit refunded at a reduced amount.
9. A member of the **Fonmeadow P.O.A.** **MUST** be present at all times.
10. Youth groups may use the clubhouse providing that an adult makes the reservation. Said adult must be a member of **Fonmeadow P.O.A.**, be present at the function, be in good standing and will be responsible that all rules and regulation are adhered too.
11. Teenager/Young adult functions having persons under the age of twenty-one (21) must have one (1) adult chaperon for every ten (10) people in attendance.
12. A uniformed security guard is required for:
 - Teenage/Young adult functions with over twenty-five (25) persons are anticipated to attend.
 - Adult functions when Alcoholic Beverages will be served.
 - Adult functions when fifty (50) persons are anticipated to attend.

NOTE: a uniformed security guard is defined as an individual commissioned by the state of Texas as a peace officer and having jurisdiction in Harris County or the City of Missouri City. ***Payment for the security guards is the responsibility of the applicant.***
13. **Smoking within the clubhouse is prohibited.** Applicants assume full responsibility for any violation of this regulation and related damages.
14. No pets or animals are allowed in the clubhouse/pool.

15. Applicant hereby agrees to be responsible for cleaning up the clubhouse, including the kitchen, rest rooms and outdoor areas immediately following the activity. The clubhouse must be mopped, vacuumed, trash cans in kitchen emptied **and all litter and debris must be removed from the premises.**

16. Cleaning/Damage Policy

- If the clubhouse is adequately cleaned after the function and no damage has occurred, your security deposit will be returned via US mail with in thirty (30) calendar days.
- A walk-through of the clubhouse will be conducted before and after the event. The second walk-through will take place within twenty-four (24) hours of the event.
- If damage occurs or if the clubhouse is not cleaned, as set forth in item #15 the cost of such cleaning and repair will be deducted from the security deposit.
- If the cost of clean-up and repair to the **Fonmeadow P.O.A.** exceeds the amount of the deposit, the applicant agrees to pay the additional cost for said repairs and cleaning.

17. Decoration Policy

- Any decorations used during the rental period will be temporary whereby they will not mark any building surfaces.
- The use of either tape, tacks nails or staples on the walls, floors or ceiling is prohibited and will result in a portion of the deposit being withheld.
- Masking tape is normally acceptable if done reasonably and applied temporarily **ONLY** to glass and plastic surfaces.
- All decorations and similar materials must be made of fireproof material.

18. Key Policy

- Keys must be returned to the appointed key coordinator by 10:00 in the morning following the function. ***Failure to comply will result in forfeiture of your deposit.***

19. Light and Door Policy

- Before leaving, all lights and thermostats must be turned off and all doors must be locked.

Also, check and lock all restroom doors and exterior gates.

- Alarm must be activated upon leaving.

20. Applicant hereby agrees not to use, occupy or permit the use of occupancy of the clubhouse for any purpose which is directly or indirectly forbidden by law, ordinance, order and governmental and municipal regulations which may be dangerous to life, limb or property. In particular, the applicant must adhere to all state and liquor laws.
21. Applicant hereby agrees to indemnify and save the Association harmless from all claims of injury including death to persons or from damage to property which arises from any act of omission by the applicants, its guests and invites, or any other third party whose acts of omission occurred while the permission is in effect in or about the subject premises including costs and expenses of defending against any such claims.
22. Applicant agrees to use and occupy the subject premises and all areas appertaining thereto, all his or her own risk and hereby releases **Fonmeadow P.O.A.**, its Directors, Officers, agents and employees from all claims for any damage, theft or injury to persons including death or property damage.

RATE SCHEDULE

<u>FUNCTION</u>	<u>RENTAL FEE/CLUBHOUSE ONLY</u>	<u>DEPOSIT</u>
Recognized subdivision Group (Women's Club, Civic group, etc.)	Negotiable	Negotiable
Private Party	\$250.00 per day	\$250.00

RENTAL FEE/CLUBHOUSE & POOL/NO ALCOHOL PERMITTED

Private Party	\$250.00	\$250.00
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RENTAL POOL ONLY/NO ALCOHOL PERMITTED

Private Party	\$50.00	\$250.00
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Those organizations qualifying for free usage may only use the clubhouse one time per month free of charge subject to the rules contained herein relating to the required cleaning after each use and recovery of damages.

APPLICANT HEREBY AGREES, AS EVIDENCED BY SIGNING BELOW

- **THAT YOU HAVE READ AND AGREE TO BE RESPONSIBLE FOR THE COMPLIANCE WITH THESE RULES AND REGULATIONS AND,**
- **THAT YOU FURTHER AGREE THAT YOU WILL BE IN ATTENDANCE AT ALL TIMES WHILE THIS RENTAL CONTRACT IS IN EFFECT.**

USAGE DATE: _____

(Print) Name of Applicant/Organization *Date of Event*

(Print) Applicant's Address *Telephone Work/Home*

(Signature)Name of Applicant *Today's Date*

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared

_____, known to me to be the person whose name is subscribed in the

foregoing instrument and acknowledged to me that he/she executed the same for the

purposes and consideration therein expressed, GIVEN UNDER MY HAND AND SEAL OF

OFFICE this the _____ day of _____, 20____.

**NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS**

Reference is made to your request of the **Fonmeadow Property Owners Association** for permission to use the **Fonmeadow** clubhouse located at 12636 Kittybrook, (713) 728-1445.

Application Information

- 1. Name of applicant requesting reservation _____
- 2. If an organization, state the name of the person responsible for compliance with the terms of the application _____
- 3. Date requesting rental _____
- 4. Time of function _____
- 5. Duration in hours _____
- 6. Type of function _____
- 7. Kitchen needed? _____ Yes _____ No
- 8. Will alcoholic beverage be served? _____ Yes _____ No (*Security Guard Required*)
- 9. Anticipated Attendance _____

10. Signature of Applicant/Responsible Party

Name	Address	Phone Home/Work
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11. Parents/Chaperons for teenage/young adult functions

Name	Address	Phone Home/Work
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Name	Address	Phone Home/Work
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Use back of page to list additional Parent/Chaperon information

FONMEADOW P.O.A.

CLUBHOUSE WALK-THROUGH Property at 12636 Kittybrook

	Pre-Rental Condition		Post-Rental Condition	
	Date:		Date:	
	CLEAN	DIRTY	CLEAN	DIRTY
MAIN AREA				
Floors				
Walls				
Ceiling				
Light Fixtures				
Fans				
Blinds				
Windows				
Tables/Chairs				
KITCHEN AREA				
Floors				
Counter tops				
Refrigerator				
Microwave Oven				
Sinks				
RESTROOMS				
Sinks				
Toilets				
Floors				
Mirrors				
OUTSIDE AREA				

Applicant:

Walk-Through #1 – Pre-Rental Condition

Applicant Signature

Clubhouse Agent Signature

Walk-Through #2 – Post-Rental Condition

Applicant Signature

Clubhouse Agent Signature

Name of Resident: _____

Address: _____

Phone Number(s): _____

Usage Date/Time: _____

Usage Fee Required: \$250.00

Deposit Required: \$250.00

Refund Deposit: _____ *(yes)* _____ *(no)*

If NO, Amount To Be Retained: \$ _____

Deposit Retained Due to (Comments): _____

FACILITIES INSPECTED BY:

Signature/Key Coordinator

Date: _____

COMMENTS: _____

