

THE REFLECTIONS HOMEOWNERS ASSOCIATION, INC.

**RECREATIONAL CENTER RELEASE, INDEMNIFICATION AND LIABILITY
AGREEMENT**

The Reflections Homeowners Association, Inc. (the "Association") is the owner of certain Association facilities located in The Reflections Subdivision (the "Subdivision"), including, but not limited to, a recreational center with pool and clubhouse located at 2218 Binley, Houston, Texas (hereinafter collectively referred to as the "Recreational Center"). In consideration of the reservation and rental of any portion of the Recreational Center, the resident (the "Resident") agrees to the following terms and conditions:

CLUBHOUSE USAGE FEES

Deposit: \$200
Rental Fee: \$50

BOTH CLUBHOUSE & POOL

Deposit \$200
Rental Fee: \$50

Resident shall sign, mail and/or drop off this agreement, accompanied by two checks, made payable to Reflections HOA, to the management office located at Graham Management, 2825 Wilcrest, Suite 600, Houston, Texas 77042.

Reservation is for: _____ Clubhouse
 _____ Both Clubhouse & Pool

Date of Usage _____ Time _____

Name of Resident Reserving Center _____

Address of Resident Reserving Center _____

Home Phone _____ Work Phone _____ Cell Phone _____

Email _____

Total number of guests expected _____. Note: A maximum number of 40 total guests are allowed

The Association has the absolute right and authority to limit and/or reduce the total number of guests prior to or during the private function.

Type of function being held _____

1. **Terms of Usage:** Resident and their guests and invitees ("Guests") shall use the Recreational Center in strict compliance with the following rules and conditions and any additional published or posted rules at the Recreational Center:
 - a. The Recreational Center may be reserved: (i) only by a permanent Resident of the Subdivision; and (ii) only if the Resident is in good standing with the Association, including, but not limited to, the lot on which the Resident resides is not in violation of the Association's governing documents or rules and regulations, including any

assessments or balances owed to the Association must be paid in full.

- b. Rental is arranged for the day of the party only. Approved renters (“Renters”/“Renter”) are not to enter the clubhouse on any other day than the agreed rental date. The clubhouse is equipped with a security alarm and if police are dispatched due to Renters tripping the alarm they will be responsible for any charges incurred as a result.
- c. All parties shall end (i) for children under age of sixteen by 10:00 p.m. and (ii) for all others by 11:00 p.m. All clean up, as set forth in paragraph 2(a), shall be completed within thirty (30) minutes following the end of the party.
- d. All persons attending the party shall leave the Recreational Center (including the adjacent parking lot areas) within thirty minutes following the end of the party.
- e. NO GLASS shall be permitted outside of the clubhouse.
- f. Barbecuing or grilling is only allowed a safe distance away from the clubhouse and never allowed under the covered patio areas.
- g. Noise levels, including music, shall be maintained at a level which is not detectable inside any residence in the Subdivision or become a nuisance or annoyance to the surrounding homes.
- h. Nails, screws, sticky adhesives, tape or fasteners of any kind are not allowed. Attachment of items to floors, walls and/or ceilings is prohibited. Any damage caused by such use will be charged to the Renter and/or to the property account of the residence affiliated with the Renter, as the case may be.
- i. Stove is provided for the convenience of reheating items prepared elsewhere. Onsite cooking is prohibited.
- j. Use of the Recreational Center is limited to the date(s) and time(s) reserved by the Renter and agreed upon by the Association. The Association has the absolute right and shall be authorized to immediately revoke and terminate the Renter’s use of the Recreational Center, if in the Association’s business judgment, the party or activity becomes offensive, loud, dangerous, illegal, or is otherwise in violation of any rules and regulations or which infringes upon the rights of adjoining property owners or residents. Such right to revoke and terminate the Renter’s use is absolute, and the Association shall not be liable to the Renter for any costs or expenses associated with the party, whether foreseeable or not.
- k. Use of Recreational Center does not include use of the tennis courts.
- l. Rental of the Recreational Center does not imply exclusivity nor prohibit other residents from use of the pool during regular pool hours.
- m. Use of Recreational Center is restricted to social/recreational functions only. No business, whether for profit or not, is allowed.

- n. Renters and their Guests assume all risks, including those risks suffered by or associated with their use of the Recreational Areas, including, but not limited to, bodily injury and damage, loss or theft to property.
- o. Renters and their Guests are responsible for their own safety and the safety of their minor children and minor Guests, and the Association is not responsible for the health and safety of participants in the Recreational Areas.
- i. The reservation must be completed minimum seven days in advance. The reservation is not confirmed until form, rental fee and rental deposit are received in the office.

2. **Clean - up:**

- a. **Renter shall return the Recreational Center in the same condition that it was turned over to the Renter, in a clean, sanitary and presentable condition that is acceptable to the Association, whose final decision shall be binding on Renter. Renter specifically agrees to return all chairs and other equipment to storage, to leave restrooms in a clean and sanitary condition, and to place all trash and debris in trash bags and to leave such bags in the appropriate trash disposal areas. If clean-up is deemed necessary by the Association, Renter shall forfeit the deposit of \$200, to cover cost of clean-up.**
- b. Renter shall return recreational center keys to Graham Management, 2825 Wilcrest, Suite 600, Houston, Texas 77042 within three days and prior to the issue of any refund.

3. **Release, Indemnification and Liability of Renter:**

- a. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RENTER SHALL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, HOLD HARMLESS AND DEFEND THE ASSOCIATION AND ITS MANAGER, AND THEIR RESPECTIVE LEGAL REPRESENTATIVES, MEMBERS, PARTNERS, AGENTS EMPLOYEES, OFFICERS, DIRECTORS, PARENTS AND SUBSIDIARIES, FROM AND AGAINST ALL CLAIMS, DEMANDS, DAMAGES, INJURIES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, LIABILITIES AND EXPENSES, INCLUDING COURT COST AND ATTORNEY'S FEES OF ANY NATURE, KIND OR DESCRIPTION (INCLUDING WITHOUT LIMITATION, CLAIMS FOR PROPERTY DAMAGE, INJURIES TO OR DEATH OF ANY PERSON OR ENTITY) ARISING OUT OF THE USE OF THE RECREATIONAL AREA BY RESIDENT AND THEIR GUESTS.**
- b. **THE OBLIGATIONS OF RENTER UNDER THIS RELEASE AND INDEMNIFICATION SHALL APPLY EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE ASSOCIATION AND WHETHER OR NOT SUCH**

SOLE OR CONCURRENT NEGLIGENCE OF THE ASSOCIATION WAS ACTIVE OR PASSIVE OR BY ANY MATTER OR THING IN WHICH LIABILITY MIGHT BE IMPOSED.

- c. The parties agree that in the event any law is enacted which governs this agreement and which limits in any way the extent to which the release and indemnification herein may be provided to the Association, this agreement shall automatically be amended to provide that the release and indemnification provided hereunder shall extend only to the maximum extent permitted by applicable law.
- d. This agreement shall further constitute a waiver of subrogation by the Renter against the Association and its insurance carriers.
- e. Renter agrees to reimburse the Association for any damage to the Recreational Center caused by their use or their Guests' use thereof, including any fees and expenses incurred by the Association in recovering such amounts. Furthermore, Renter understands that until such time as the Association is fully reimbursed, Renter, including their Guests, may lose privileges to access the Recreational Center.
- f. Renter is at least 18 years of age and is signing this agreement with full understanding and agreement with the terms herein, and that unless this agreement is signed and returned to the Association, the Recreational Center shall not be approved to be rented.

Signature

Date

**YOUR SIGNATURE ACKNOWLEDGES YOU HAVE READ, UNDERSTAND AND AGREE TO ALL TERMS
HEREOF.**