



To inquire about renting the clubhouse, please contact: Stephanie Mitchell @ magsandmurph@gmail.com or (832) 289-0412

Clubhouse Rental Agreement and Checklist

Homeowner/Renter Name: _____

Address: _____

Phone #: _____

Email Address: _____

Event / Purpose Description: _____

Date Requested: _____ Number of Guests expected: _____

Time Requested: _____ a.m./p.m. to _____ a.m./p.m.

Rental Policy and Fees

1. Homeowner/Renter must be in good standing to rent the Clubhouse. Any outstanding violations, fines, assessments or late fees on your account will preclude you from renting.
2. An Indian Creek HOA Board member may enter the Clubhouse at any time, for any reason, during any event being held at the facilities to ensure that proper care of the facilities is being taken.
3. If a Homeowner has “rented their property”, the Homeowner relinquishes their rental privileges to the Clubhouse.
4. The Clubhouse may be rented between the hours of 8am and 10pm. An extension to midnight may be requested for Friday and Saturday events.

5. A refundable security deposit of \$100.00 must be provided to cover any excessive cleaning, repair/replacement of damage, replacement of keys, or failure to abide by the rules. Any cost exceeding the security deposit will also be paid by the Homeowner/Renter named above in this contract. There is also a \$25.00 non-refundable HOA administrative fee required. The Homeowner/Renter must submit two (2) separate checks, one for the Security deposit (\$100) and one for HOA administrative fee (\$25) made payable to **Cromwell Management – Indian Creek** and these must be submitted with this completed and signed Rental Agreement before the Clubhouse key will be issued. Checks must be received at least 2 weeks prior to the event.
6. Homeowner/Renter agrees to pay \$50.00 /hour for exceeding requested event end time, and this will be deducted from the Security deposit.
7. The Homeowner/Renter must be 21 years of age to rent the Clubhouse and is considered the host of the function. He/she MUST BE PRESENT throughout the entire event.
8. The Homeowner/Renter is responsible to see that their guests follow all HOA rules.
9. The maximum number of people in attendance at one time must not exceed 50.
10. Smoking is prohibited inside the clubhouse.
11. Homeowner/Renter agrees there will be no alcoholic beverages served unless a certificate of insurance is provided naming the HOA as an additional insured. The minimum limit for this insurance is \$500,00 per person and \$1,000,00 per occurrence. UNDER NO CIRCUMSTANCES WILL AN OWNER ALLOW ALCOHOL BEVERAGES TO BE SERVED TO OR CONSUMED BY MINORS WHILE ON THE PREMISES OF THE FACILITY.
12. All trash must be removed from the kitchen and Clubhouse and put into dumpsters or removed from premises. Please replace the trash bag(s) with a fresh bag (bags provided by the HOA (located in the kitchen area).
13. To comply with fire safety rules, both the front and back doors of the gathering area must remain unlocked during the event.

14. The Clubhouse key will be available for pick up 24 hours prior to the event.
15. The rental of the Clubhouse DOES NOT include the pool.
16. Using adhesive or tacks to hang decorations on the walls / ceilings is prohibited.
17. Parking is limited to the Clubhouse and overflow parking lots, but on a first come, first serve basis. At no time should any guest park under the Owner carports which are assigned to Indian Creek residents only. Violators may be towed without warning at the owner's expense.
18. The fireplace is not functional. No combustible material or fire is allowed in the hearth.

The undersigned agrees to comply with all applicable rules of the Indian Creek HOA, guidance, and requirements in effect by the State of Texas and ordinances. By signing below, I waive and release all claims against the Indian Creek HOA, its officers, directors, managers, members, management company, agents and homeowners, arising out of or related to the use of the Clubhouse and related amenities. I agree to indemnify and defend the HOA and its Board for any claims made against the HOA or its Board related to the undersigned's and/or my guests' use of the Clubhouse and related amenities.

Homeowner Renter Signature

Indian Creek Condominium Representative Signature

(Print Name Here)

Fines for non-observance of rules:

The following fines may be deducted from the rental agreement deposit if the Indian Creek HOA Representative finds that the rules were not followed.

Trash / food left in the kitchen or other rooms - \$10.00

Furniture not put back to original settings, tables and chairs not put away, failure to sweep floors and/or mop (if needed) - \$10.00-\$50.00

Breakage or removal of furniture/furnishings - cost of replacement

FINES DEPEND ON SEVERITY OF OFFENSE(S).

At the end of your event, please leave the Clubhouse and equipment as nice or nicer than when you arrived. This is a shared facility maintained primarily by volunteers for our common use. Please protect the Clubhouse like you would your own home, as if it is also yours.

Please use the checklist (page 5) and leave this completed page in the kitchen on the counter.

Homeowner/Renter Name: _____

END OF EVENT CHECKLIST

- _____ Chairs/tables and furniture returned to original locations
- _____ Trash emptied and clean bags put in waste baskets (kitchen and bathrooms)
- _____ Bathrooms clean and toilets are not running
- _____ Floors swept (mopped if needed)
- _____ Thermostat reset (Summer @ 85, Winter @ 60)
- _____ Lights, ceiling fans, and appliances (except refrigerator) are turned off
- _____ Back door locked
- _____ Front door locked
- _____ No food left in refrigerator, microwave, oven or counter
- _____ Key returned (leave on kitchen countertop).

_____	_____	Return full Deposit
Clubhouse inspected by:	Date	(Yes) (No)

Problems / damage found: _____

Cost of cleanup/repairs _____

Date of reimbursement _____

(Deposit will be returned within 2-3 weeks)