

Wilderness Trails Homeowners' Association Facility Rental Agreement

1. Premises

- The Undersigned hereby agrees to rent from The Wilderness Trails Homeowners' Association, such facilities as listed herein. Use is restricted to agreed upon area. Said premises shall be available for occupancy from agreed upon time, and not continue beyond specified time in contract without permission of The Wilderness Trails Homeowners' Association.
- All events must end no later than 9PM CST. Outside rentals and/or equipment must be removed by 10:30 pm unless other arrangements have been made. The Wilderness Trails Homeowners' Association is not responsible for items left on its premise.

2. Fees

- Undersigned agrees to pay all fees identified in the contract. Applicant further agrees and understands that they are responsible for repair and/or replacement of damage to premises, fixtures, appliances, or landscaping resulting from the use of said premises.

3. Payment/Deposit

- Fees for facility rental shall be due thirty (30) days prior to the event or upon reservation of grounds within a thirty (30) day period. Lack of receipt of deposit required, as set forth in this contract, will be grounds for cancellation of said event.

4. Cancellation Policy

- Cancellation prior to fourteen (14) days of the reserved date is required for full refund of usage fees and deposit. Cancellation of event due to weather is not cause for refund of usage fees due to event not being held at grounds.

5. Cleaning Fee/Deposit

- It is required that the undersigned pay a \$150.00 cleaning fee for the use of The Wilderness Trails Homeowners' Association facility. It will be refunded at the discretion of the Wilderness Trails Homeowners' Association Board of Directors if the premises are left clean and undamaged after the event.

6. Applicant's Conduct

- Undersigned shall not use, or permit on the premises, anything that may be dangerous to life or limb. Undersigned, its offices, agents, employees, invitees, representatives, and/or guest, as well as any other persons that may enter, shall not deface or injure the premises or any part thereof, or do anything or permit anything to be done on the premises which shall create a nuisance or which shall injure the reputation of The Wilderness Trails Homeowners' Association. Undersigned shall observe all rules, regulations, codes, and ordinances established by the City of Friendswood, Texas, the County of Galveston and the United States Government.

7. Sound and Noise

- Undersigned shall not use any device or instrument, such as loudspeakers, radio broadcasts, or excessively bright or flashing light devices, the effects of which shall be audible or visible beyond the confines of the premises which may be reasonably considered disruptive to The Wilderness Trails Homeowners' Association or its neighbors.

8. Right of Access

- A Wilderness Trails Homeowners' Association representative may enter the premises at any time during the event and observe the undersigned actions.

9. Security

- Security is mandatory for events including 25 persons or more and any time alcohol is available. The undersigned is responsible for securing law enforcement personnel for such events, and The Wilderness Trails Homeowners' Association reserves the right to shut down events not in compliance with the security provision. For standard rentals, security is required from one hour prior to the arrival of the guests and until the guests and any vendors have left the property.

10. Indemnification

Undersigned agrees to indemnify the Wilderness Trails Homeowners' Association, its officers, and directors, from any and all actions, losses, damages, claims, or liability that may occur as a result of the holding of the scheduled event and incurs and assumes all responsibility for all actions, losses, damages, claims, or liability caused by not adhering to the Wilderness Trails Homeowners' Association's rules, policies, and guidelines stated above.

Name of Resident:		
Date of Request:		
Date of Event:		Time of Event:
Type of Event:		
Facility:	Castlewood Park/Bathrooms	Applewood Pool/Bathrooms
Fee:		
Deposit:		Received by: