

HANNOVER FOREST
RECREATIONAL FACILITY CLUBHOUSE
c/o CREST MANAGEMENT CO.
P.O. Box 219320 HOUSTON, TX 77218-9320
281-579-0761
FAX: 281-579-7062

AUGUST 7, 2015

RE: CLUBHOUSE RENTAL

DEAR RESIDENT:

ENCLOSED IS A COPY OF THE HANNOVER FOREST CLUBHOUSE CONTRACT FOR YOUR REVIEW. PLEASE COMPLETE, SIGN AND RETURN TO OUR OFFICE WITH YOUR SECURITY DEPOSIT AND RENTAL FEES. YOUR SECURITY DEPOSIT WILL BE REFUNDED PROVIDING THERE ARE NO DAMAGE OR CLEAN-UP CHARGES. YOUR RESERVATION IS NOT CONFIRMED UNTIL WE RECEIVE THE CHECKS AND CONTRACT. THE RENTAL IS ON A FIRST COME FIRST SERVE BASIS.

CHECKS SHOULD BE MADE OUT AS FOLLOWS:
(PLEASE 3 SEPARATE CHECKS)

\$200.00- HANNOVER FOREST HOA (SECURITY DEPOSIT)

\$50.00 - HANNOVER FOREST HOA (3HR RENTAL)

(\$25.00 ADDITIONAL HOUR AFTER THAT)

\$ 50.00 - CREST MANAGEMENT (NON-REFUNDABLE EVEN IF RENTAL IS CANCELLED)

THERE IS NO RENTAL OF CLUBHOUSE IN CONJUNCTION WITH A POOL PARTY

YOU NEED TO CONTACT DEANNE AT 832-373-9955 FOR ARRANGEMENTS FOR THE KEY

IF YOU HAVE ANY CONCERNS OR QUESTIONS, PLEASE CONTACT JILL REDMOND IN OUR OFFICE AT (281) 945-4616.

SINCERELY,

JILL REDMOND
AGENT FOR THE ASSOCIATION

.....
HANNOVER CLUBHOUSE ADDRESS:
2502 FERN LACY
SPRING, TX 77388
.....

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RECREATIONAL FACILITY USE CONTRACT – CLUBHOUSE
CLUBHOUSE ADDRESS:
2502 FERN LACY SPRING TX 77388

THIS RECREATIONAL FACILITY USE CONTRACT (“CONTRACT”) IS MADE AND ENTERED INTO BY AND BETWEEN HANNOVER FOREST HOMEOWNERS ASSOCIATION, INC. (THE “ASSOCIATION”) AND

(THE “RESIDENT”), _____

WHOSE ADDRESS IS _____ SPRING, TEXAS, 77388

AND TELEPHONE NUMBER (281) _____ WK _____ CELL _____.

WHEREAS, THE RESIDENT DESIRES TO USE THE CLUBHOUSE (HEREINAFTER DESCRIBED AS “FACILITY”); WITH THE UNDERSTANDING THAT FACILITY MAY NOT BE USED FOR RELIGIOUS FACTIONS, POLITICAL GROUPS, OUTREACH MINISTRIES OR ANY SIMILAR GROUP WITHOUT WRITTEN REQUEST AND APPROVAL FROM THE BOARD OF DIRECTORS OF THE ASSOCIATION.

THIS CONTRACT DOES NOT INCLUDE POOL RENTAL
PLEASE CONTACT POOL COMPANY FOR POOL RENTALS

WHEREAS, THE RESIDENT IS A MEMBER IN GOOD STANDING OF THE ASSOCIATION AND SPECIFICALLY IS NOT DELINQUENT IN THE PAYMENT OF THE ANNUAL MAINTENANCE ASSESSMENT OR ANY SPECIAL MAINTENANCE ASSESSMENTS OR CHARGES AS THOSE TERMS ARE USED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HANNOVER FOREST HOMEOWNERS ASSOCIATION, INC.

WHEREAS, THE RESIDENT DOES NOT HAVE PENDING BEFORE ANY FORUM, JUDICIAL, NON-JUDICIAL OR ADMINISTRATIVE, INCLUDING ANY FORUM FOR ALTERNATIVE DISPUTE RESOLUTION AS THAT TERM IS USED IN TITLE 7 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE, AND DISPUTE WITH OR CLAIM AGAINST THE ASSOCIATION; AND

WHEREAS, THE RESIDENT HAS AGREED TO AND WILL ASSUME COMPLETE, ABSOLUTE, AND SOLE PERSONAL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL INJURY OF DAMAGE TO PERSONS OR PROPERTY, REAL OR PERSONAL, RESULTING FROM, OR ATTRIBUTABLE TO, THE RESIDENT’S USE OF THE FACILITY;

NOW THEREFORE, THE ASSOCIATION AND THE RESIDENT AGREE AS FOLLOWS:

1. **FEES:** THE ASSOCIATION GRANTS TO THE RESIDENT THE USE OF THE FACILITY:

DATE OF PARTY: _____ 20____ **NUMBER OF RENTAL HOURS:** _____

TIME OF PARTY: _____ O’CLOCK _____ .M., UNTIL _____ O’CLOCK _____ M

TYPE/ KIND OF PARTY: _____

FOR ADULTS _____ **CHILDREN** _____ **BOTH** _____ **WITH ESTIMATED** _____ **NUMBER OF GUESTS**

THE RESIDENT AGREES TO PAY RENTAL FEES AS FOLLOWS:

A PERSONAL CHECK WILL BE ACCEPTED FOR THE FEES. PLEASE SEND 3 SEPARATE CHECKS.

CONTRACT SET-UP FEE-- \$50.00 (PAYABLE TO CREST MANAGEMENT OR MANAGING AGENT)

CLUBHOUSE RENTAL---- \$50.00 (PAYABLE TO HANNOVER FOREST) FOR 0-3 HOURS RENTAL
\$25.00 FOR EACH ADDITIONAL HOUR

SECURITY DEPOSIT---\$200.00----(PAYABLE TO HANNOVER FOREST)—REFUNDABLE

SETUP AND CLEAN UP TIME IS INCLUDED IN THE RENTAL HOURS

2. **SECURITY DEPOSIT.** AT THE TIME THIS CONTRACT IS SIGNED, THE RESIDENT SHALL DELIVER TO THE ASSOCIATION A RESIDENT'S PERSONAL CHECK FOR THE "RENTAL FEE" AMOUNT OF FIFTY DOLLARS \$50.00 AND A "SECURITY DEPOSIT", IN THE AMOUNT OF TWO HUNDRED AND NO/100 (\$200.00) DOLLARS. DO NOT SEND CASH. _____(INITIALS HERE). THE SECURITY DEPOSIT WILL BE RETURNED IN FULL IF (A) THERE IS NO DAMAGE TO ANY PORTION OF THE FACILITY COVERED BY THIS CONTRACT RESULTING FROM OR ATTRIBUTABLE TO, THE RESIDENT'S USE OF THE FACILITY; OR (B) THERE ARE NO UNACCEPTABLE AREAS SHOWN ON THE INSPECTION FORM (PROVIDED AT TIME OF RENTAL). IF THERE IS ANY DAMAGE OR ANY UNACCEPTABLE AREAS SHOWN ON THE INSPECTION FORM, THEN THE SECURITY DEPOSIT WILL BE APPLIED AGAINST THE COST OF REPAIRS, IF ANY, PLUS THE AMOUNT SHOWN IN THE SCHEDULE OF FINES FOR ANY UNACCEPTABLE AREAS. THE SCHEDULE OF FINES, ATTACHED HERETO AS EXHIBIT "A-2" AND MADE A PART HEREOF FOR ALL PURPOSES, IS ACCEPTED AND AGREED TO BY THE RESIDENT. **IT IS THE RESPONSIBILITY OF THE RESIDENT, AT THE BEGINNING OF THE RENTAL PERIOD, TO REPORT TO THE MANAGING AGENT FOR THE ASSOCIATION, ANY DAMAGE OR OTHER CONDITION, WHICH THE RESIDENT CONSIDERS UNACCEPTABLE. FAILURE TO REPORT SUCH DAMAGE OR CONDITION SHALL CONSTITUTE ACCEPTANCE BY THE RESIDENT OF THE CONDITION OF THE FACILITY.**

3. **RULES:** THE RESIDENT AGREES TO USE THE FACILITY IN ACCORDANCE WITH THE FOLLOWING RULES:

(RESIDENT TO INITIAL):

RULES FOR THE CLUBHOUSE _____(INITIAL HERE)

- (A) NO SMOKING IS PERMITTED INSIDE THE CLUBHOUSE.
- (B) NO ALCOHOL IS PERMITTED. EXCEPTION: MINIMUM RENTAL OF TWO (2) LAW ENFORCEMENT OFFICERS FOR FOUR (4) HOURS. PAID RECEIPT FOR LAW ENFORCEMENT SERVICES MUST ACCOMPANY SIGNED CONTRACT.
- (C) THE RESIDENT RENTING THE CLUBHOUSE IS RESPONSIBLE FOR CLEAN UP AS DESCRIBED IN THE SCHEDULE OF FINES ATTACHED HERETO AS EXHIBIT "A-1" AND MADE A PART HEREOF FOR ALL PURPOSES. KEEP A COPY OF THE INSPECTION FORM FOR YOUR REFERENCE AT THE TIME OF RENTAL.
- (D) PARTIES WITH PEOPLE UNDER TWENTY-ONE (21) YEARS OF AGE MUST HAVE ADEQUATE SUPERVISION. ADEQUATE SUPERVISION IS A PERSON 21 YEARS OF AGE OR OLDER IN THE CLUBHOUSE WITH THE FOLLOWING RATIO:
 - 1-20 PERSONS: AT LEAST 2 SUPERVISING PEOPLE.
 - 21-40 PERSONS: AT LEAST 3 SUPERVISING PEOPLE.
 - 41-60 PERSONS: AT LEAST 4 SUPERVISING PEOPLE.
- (E) CLUBHOUSE CLOSES AT 11:00 P.M.
- (F) RESIDENT MUST SUPPLY ALL CLEANING SUPPLIES.
- (G) NO TAPE ALLOWED ON WALLS.
- (H) RESIDENT MUST BE PRESENT DURING ENTIRE RENTAL PERIOD.

- (I) NO CLUBHOUSE RENTAL IN CONJUNCTION WITH A POOL PARTY.

THESE RENTAL PROCEDURES AND RULES FOR THE CLUBHOUSE FACILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE BY THE BOARD OF DIRECTORS.

THESE RULES APPLY TO EVERYONE. THERE WILL BE NO EXCEPTIONS.

4. **CANCELLATION POLICY.** THE RESIDENT AGREES TO NOTIFY CREST MANAGEMENT OF THE CANCELLATION BEFORE 5:00 P.M. THE DAY PRECEDING THE SCHEDULED RENTAL. IF THE SCHEDULED RENTAL IS ON SATURDAY, SUNDAY, OR MONDAY, THE RESIDENT AGREES TO NOTIFY CREST MANAGEMENT OR MANAGING AGENT NO LATER THAN 5:00 P.M. THE PRECEDING FRIDAY.
5. **OCCUPANCY LIMIT.** THE RESIDENT AGREES THAT NO MORE THAN 60 PERSONS, INCLUDING THE RESIDENT, WILL USE THE FACILITY AT ANY ONE TIME.
6. **VACATING OF PREMISES.** THE RESIDENT AGREES THAT THE FACILITY USED BY THE RESIDENT AND HIS GUESTS WILL BE CLEAN AND THAT ALL PERSONS WILL VACATE THE FACILITY NO LATER THAN 11:00 P.M.
7. **INSPECTION.** AFTER THE RESIDENT VACATES THE FACILITY, IT SHALL BE INSPECTED BY AN AUTHORIZED AGENT OF THE ASSOCIATION. THE INSPECTING AGENT WILL USE AN INSPECTION FORM PROVIDED TO RESIDENT AT TIME OF RENTAL AND THE ATTACHED SCHEDULE OF FINES ON FORM, EXHIBIT "A-1" FOR INSPECTING THE FACILITY TO DETERMINE IF THE FACILITY REQUIRES ANY ADDITIONAL CLEANING, REPAIRS, OR REPLACEMENT OF ANY ITEMS DAMAGED RESULTING FROM, OR ATTRIBUTABLE TO THE RESIDENT'S USE OF THE FACILITY. THE RESIDENT AGREES THAT IF, IN THE SOLE JUDGMENT OF THE ASSOCIATION OR ANY OF ITS AUTHORIZED REPRESENTATIVES: (A) THE FACILITY NEEDS TO BE CLEANED OR REPAIRED; OR (B) ANY DAMAGED ITEMS SHOULD BE REPLACED AS A RESULT OF, OR ATTRIBUTABLE TO, THE RESIDENT'S USE OF THE FACILITY, WHETHER OR NOT THE SECURITY DEPOSIT IS ENOUGH TO PAY FOR THE COST OF SUCH ITEMS, OR FOR ANY UNACCEPTABLE ITEMS, AS SHOWN IN THE INSPECTION FORM PER THE SCHEDULE OF FINES, THEN THE ASSOCIATION MAY IMMEDIATELY CLEAN OR REPAIR THE FACILITY OR REPLACE THE DAMAGED ITEMS. THE AMOUNT OF THE SECURITY DEPOSIT WILL BE FIRST APPLIED AGAINST ANY FINES, THEN TO ANY COSTS, CHARGES OR EXPENSES INCURRED BY THE ASSOCIATION, AS A RESULT OF THE RESIDENT'S USE OF THE FACILITY. IF THE SECURITY DEPOSIT IS NOT ADEQUATE TO PAY FOR THE FOREGOING, THEN THE RESIDENT WILL BE RESPONSIBLE FOR ALL COSTS INCURRED AND WILL BE INVOICED BY THE ASSOCIATION. THE RESIDENT AGREES TO PAY ANY INVOICED COSTS, CHARGES, EXPENSES OR FINES PER THE SCHEDULE OF FINES, WITHIN THIRTY (30) DAYS AND, IF ANY SUCH INVOICE IS NOT PAID WITHIN THIRTY (30) DAYS, INTEREST SHALL ACCRUE AT A RATE OF EIGHTEEN PERCENT (18%) PER ANNUM FROM THE THIRTIETH DAY FOLLOWING THE DATE OF THE INVOICE UNTIL PAID AND ALL SUCH AMOUNTS SHALL BE ADDED TO, AND BECOME PART OF, THE ASSESSMENT DUE BY THE RESIDENT UNDER THE RESTRICTIVE COVENANTS. THE SELECTION OF THE CONTRACTOR FOR ANY CLEANING, REPAIRING OR REPLACEMENT SHALL BE WITHIN THE SOLE DISCRETION OF THE ASSOCIATION OR ITS AUTHORIZED REPRESENTATIVE.
8. **INDEMNITY.** THE RESIDENT AGREES TO ASSUME COMPLETE AND SOLE RESPONSIBILITY AND LIABILITY FOR ANY AND ALL INJURY, DEATH, OR DAMAGE TO PROPERTY, REAL OR PERSONAL, DURING THE TERM OF THIS CONTRACT. THE RESIDENT SHALL INDEMNIFY AND HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, SUITS, OR PROCEEDINGS MADE AGAINST THE ASSOCIATION ARISING OUT OF, OR IN ANY WAY RELATED TO, THE USE OF THE FACILITY BY THE RESIDENT PROVIDED THAT THIS SHALL NOT OBLIGATE THE RESIDENT TO ANY LIABILITY FOR ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE ASSOCIATION OR ITS AUTHORIZED AGENTS. THIS INDEMNITY SHALL ALSO INCLUDE ALL SUMS PAYABLE OR PAID BY THE ASSOCIATION FOR LEGAL FEES OR COURT COSTS. THE SELECTION OR LEGAL COUNSEL SHALL BE WITHIN THE SOLE AND ABSOLUTE DISCRETION OF THE ASSOCIATION.

9. **GOVERNING LAW.** THIS CONTRACT SHALL BE CONSTRUED UNDER, AND IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HARRIS COUNTY, TEXAS.

10. **BINDING EFFECT.** THIS CONTRACT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS. IF THERE IS MORE THAN ONE RESIDENT, THEY SHALL BE BOUND JOINTLY AND SEVERALLY BY THE TERMS, COVENANTS AND AGREEMENTS HEREIN.

11. **SEVERABILITY.** IN CASE ANY ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS CONTRACT SHALL FOR ANY REASON BE HELD INVALID, ILLEGAL OR UNENFORCEABLE IN ANY RESPECT, SUCH INVALIDITY, ILLEGALITY OR UNENFORCEABLE SHALL NOT AFFECT ANY OTHER PROVISIONS HEREOF, AND THIS CONTRACT SHALL BE CONSTRUED AS IF THE INVALID, ILLEGAL OR UNENFORCEABLE PROVISIONS HAD NEVER BEEN CONTAINED HEREIN.

12. **GENERAL.** WHEN USED HEREIN, AND WHENEVER THE TEXT SO PERMITS, THE SINGULAR SHALL INCLUDE THE PLURAL AND THE USE OF ANY GENDER SHALL INCLUDE ALL GENDERS.

13. **ENTIRE AGREEMENT.** THIS CONTRACT CONSTITUTES THE SOLE AND ONLY AGREEMENT OF THE PARTIES AND SUPERSEDES ANY PRIOR UNDERSTANDINGS, OR WRITTEN, OR ORAL AGREEMENTS BETWEEN THE PARTIES WITH RESPECT TO THE RESIDENT'S USE OF THE FACILITY.

I CERTIFY AND ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND THIS CONTRACT. I FURTHER STATE THAT I VOLUNTARILY ENTERED INTO THIS CONTRACT AND I AGREED TO ITS TERMS AND CONDITIONS.

SIGNED AND ACCEPTED ON THIS _____ DAY OF _____, 20____.

RESIDENT: _____
HANNOVER FOREST HOMEOWNERS ASSOCIATION, INC.
BY: CREST MANAGEMENT COMPANY,
AS THE MANAGING AGENT

SIGNATURE OF RESIDENT

NAME:

SIGNATURE OF RESIDENT
(IF MORE THAN ONE)

HANNOVER FOREST CLUBHOUSE PROCEDURES

CLUBHOUSE HAS KITCHEN W/ MICROWAVE AND REFRIGERATOR, FIVE 6 FT. TABLES, AND 50 CHAIRS

1. RENTAL FEES FOR CLUBHOUSE DOES NOT INCLUDE POOL RENTAL.
THERE IS NO CLUBHOUSE RENTAL IN CONJUNCTION WITH POOL
\$ 200.00 DEPOSIT TO HANNOVER FOREST-REFUNDABLE
\$50.00 CONTRACT PROCESSING FEE -NON-REFUNDABLE
\$50.00 RENTAL FEE TO HANNOVER FOREST FIRST 3 HRS-
(NON-REFUNDABLE) EACH ADDITIONAL HOUR RATE IS \$25.00)
2. HOMEOWNER MUST BE CURRENT WITH ASSESSMENTS BEFORE SCHEDULING OR RESERVING THE CLUBHOUSE.
3. CALL AND RESERVE DATE WITH CREST MANAGEMENT TO SEE IF DATE IS AVAILABLE
4. HOMEOWNER MUST BOOK CLUBHOUSE 10 DAYS BEFORE SCHEDULED EVENT.
5. HOMEOWNER MUST GIVE 48 HRS NOTICE TO CANCELLATION.
6. RESIDENT IS RESPONSIBLE FOR CALLING THE CONTACT NUMBER TO MAKE ARRANGEMENTS FOR THE KEY-

CALL: 832-373-9955 FOR KEY ARRANGEMENTS

ANY QUESTIONS PLEASE CONTACT CREST MANAGEMENT @ 281-579-0761 EXT 616

THANK YOU AND HAVE A GREAT PARTY.

**JILL REDMOND,
AGENT FOR THE ASSOCIATION**

**EXHIBIT A
HANNOVER FOREST HOMEOWNERS ASSOCIATION
INSPECTION FORM FOR CLUBHOUSE RENTAL
(KEEP A COPY OF THIS FORM FOR YOUR REFERENCE AT THE TIME OF RENTAL)**

DATE OF USE: _____ DATE OF INSPECTION: _____

ADDRESS: _____ PHONE # _____

******* AREAS OF INSPECTION*******

X – ACCEPTABLE O - UNACCEPTABLE

FURNITURE CLEAN AND IN GOOD CONDITION	\$50.00 _____
FURNITURE PLACED TO ORIGINAL LOCATIONS	\$50.00 _____
<u>TRASH REMOVED FROM THE AREA</u>	\$50.00 _____
MICROWAVE OVEN CLEAN	\$50.00 _____
COUNTER AND KITCHEN FACILITIES CLEANED	\$50.00 _____
FLOOR VACUUMED	\$50.00 _____
RESTROOMS CLEAN AND FACILITIES WORKING	\$50.00 _____
LOCKED AND SECURED	\$50.00 _____
KEY RETURNED TO BOARD MEMBER	\$50.00 _____

COMMENTS: FOR ANY ITEM MARKED UNACCEPTABLE, DESCRIBE IN DETAIL THE REASON.
ADD ANY OTHER COMMENTS WHICH SEEM APPROPRIATE
