



# Lakewood Homeowners Association

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## RULES AND RENTAL AGREEMENT (non-member)

**WHEREAS THE** Lakewood Home Owners Association desires to rent the property known as the Community Center, to persons desiring the same for various activities, the parties herein agree that the following rules, regulations, and agreements will govern the rental of said property, and Lakewood Home Owners Association hereinafter referred to as Renters, agree that said rules and regulations shall control and shall be binding on the parties as the contractual agreement. The rules and regulations and the rates for the rental are as follows:

1. **The rental price** of the community center shall be \$300.00 for a **non-member**, to be prepaid not less than 48 hours before the event scheduled. The deposit, \$200.00, which needs to be paid with a separate check shall be refunded by the Association Office when the Community Center has been properly cleaned by the Renters. The determination as to whether the property has been properly cleaned shall be made by the management of the community center or a designated representative.
2. **Rental** of the community center shall be for family/community activities only. No commercial activities or functions will be allowed.
3. **Any Renter** renting the community center shall be responsible for any and all damage done to the facilities, including but not limited to: physical forces, or by any other method. Any individual renting the center shall be at the facility at all times while any event is being carried out, and in the event that the facility is rented by a group, the group shall designate a responsible representative of the group to be present at all times during any event. The individual and/or representative shall be responsible for closing and locking of the community center at the termination of the event.
4. **No staples**, thumbtacks, or nails shall be used in any of the walls unless prior written approval and authorization is obtained from two members of the Board of Directors. Any and all decorations must be removed from the premises within 24 hours after the event.
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6. **The Community Center** will be inspected by the Management Committee within 48 hours or less after the termination of the event made the subject of the rental, and at such time, the determination will be made as to whether the deposit shall be refunded. In the event

the representatives determine the refund should not be refunded, a written reason will be supplied to the Renter.

7. **Hours for Rental:** the Community Center should be available for rental from 7:00 A.M. to 5:00 P.M. and /or from 7:00 P.M. to 10:00 P.M. Other hours may be obtained only by approval from the Board of Directors.
8. Renter, please adhere to the Checklist on the Bulletin Board in the foyer, for cleaning the clubhouse before locking up. Set up chairs and tables where they were prior to renting.
9. **Renter** shall inspect the premises before locking and leaving the facilities for any lit cigarettes (we have a "NO SMOKING OR ALCOHOL" policy) or other flammable or hazardous material present. Renter shall inspect the bathrooms and trash cans and waste baskets, and other debris for any fire and/or smoke prior to leaving the Community Center.
10. **Renters** agree herein to hold Lakewood Homeowners Association not accountable for any and all injury, damage, or harm to Renters or guests arising out of the negligence of the Renters' guests or by any third party. Renters' agree to not hold Lakewood Home Owners Association accountable in the event of any accident or any injury to Renter, guest or third party arising out of any event, or any property damage occurring on the property. Renters further agree to advise Lakewood Homeowners Association of any dangerous condition of property or any premises defect present at the Community Center or the surrounding premises if such is discovered.
11. **All parties** herein agree that they have read the above and foregoing rules and regulations and agree to abide by the same. Parties herein agree that this is a binding agreement and contract and shall be governed by the laws of the State of Texas. Any dispute arising out of this agreement shall be heard and venue shall be maintained by Upshur County, Texas. Renters agree to pay reasonable cost and attorney's fee in the event that litigation becomes necessary as a result of the violation of any of these rules.
12. **Our facility** is protected by video surveillance. This is for your protection as well as ours. We will not disable our video security for your function. You are renting the community center facilities with the full knowledge of the above.

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<b>Signature of Renter</b>	<b>Phone #</b>	<b>Date</b>
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**For office use only:**

Occasion: \_\_\_\_\_ Date of Occasion: \_\_\_\_\_

Time to be opened: \_\_\_\_\_ Closed: \_\_\_\_\_

Check #: \_\_\_\_\_ for payment      Check #: \_\_\_\_\_ for deposit

