

**THE PINES CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.  
CLUBHOUSE LEASE AGREEMENT**

THE STATE OF TEXAS    )  
                                  )  
COUNTY OF HARRIS    )

THE PINES CONDOMINIUMS' HOMEOWNERS ASSOCIATION, INC. (Lessor) leases its clubhouse located at 12633 Memorial Dr. to \_\_\_\_\_ (Lessee), Unit # \_\_\_\_\_, Phone Number \_\_\_\_\_, from \_\_\_\_\_ On \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 2001, For a \$50.00 non-refundable rental fee and a \$ 200.00 deposit which shall be refunded if the clubhouse is left in the same condition as leased, upon verification by inspection with the designated representative of the lessor, the lessee, and a signed copy of the clubhouse deficiency list.

PERSONAL CHECKS WILL BE ACCEPTED AND DEPOSITED IN THE OPERATING ACCOUNT OF THE ASSOCIATION. A REFUND CHECK WILL BE PROCESSED UPON SATISFACTION OF THE LEASE. TWO CHECKS ARE REQUIRED. ONE CHECK IN THE AMOUNT OF \$ 50.00 IS THE NON-REFUNDABLE USAGE FEE AND ONE CHECK IN THE AMOUNT OF \$ 200.00 FOR THE DEPOSIT.

I agree as follows:

1. There shall be no assignment of this lease without prior consent from the lessor.
2. The clubhouse shall not be leased by or for anyone who is not a homeowner or legal tenant.
3. The clubhouse shall not be leased to organizations of any kind ( charitable, non-profit, etc.), for business purposes, or venture for profit to benefit the lessee or guest, unless approved by the Pines condominiums Homeowners Association Board of Directors.
4. The rental fee, deposit and signed Lease Agreement must be received by the management company a minimum of fifteen(15) days prior to the lease date.
5. No more than 50 people are authorized to occupy the clubhouse during the rental period. If violation of this rule occurs, a Board Member and/or the managing agent has the right to terminate the function and the lessee forfeits the deposit.
6. The lessee will be personally liable for any damages to leasehold or surrounding property during the time leased.
7. The Lessor will be held harmless from any damages to Lessee or guest of the Lessee during the term of the lease.
8. In the event any of the provisions of this lease must be enforced by legal action, 10%per annum interest and reasonable attorney's fees will be added to the amount of the settlement.
9. If the clubhouse is leased to a tenant, the owner of such unit is responsible for any and all damages, complaints, etc.

As a condition of leasing the referenced facility, and as consideration for such permission, I represent to you that I am at least 18 years of age, and I, unconditionally, agree with the following terms:

1. I acknowledge that under this agreement, I shall have exclusive use of the clubhouse only.
2. During my use of the premises, I will take personal liability for my invitees using the clubhouse
3. Before leaving the premises, following use thereof, I agree to lock the clubhouse and turn off all utilities and light.
4. The clubhouse appointee or any Board Member will have the authority to call the police department and/or wreckers to remove, at the owner's expense, any illegally parked vehicles.
5. I agree that by noon (unless previously arranged) of the day following the use of the clubhouse, I will complete the following:
  - A. Return the keys furnished to me. If the keys are not returned by noon of the third day following the use of the clubhouse, the Association has the right to keep the \$ 200.00 deposit for the cost of re keying the clubhouse. If the keys are lost, the cost to re key the clubhouse will be withheld from the deposit.

INITIAL \_\_\_\_\_.

- B. Remove from the clubhouse all paper, bottles, trash, and other materials of any kind brought onto the premises by me or my invitees. Trash is to be thrown away the same day in the dumpsters on the property.

INITIAL \_\_\_\_\_.

- C. Vacuum all carpet areas, and clean the carpet if necessary.
    - D. Clean the kitchen, which includes, but is not limited to, emptying and cleaning the refrigerator, and mopping the floor.
    - E. Clean the restrooms, which includes fixtures, vanities, and restroom floors.
    - F. Repair or pay for any and all damages to the clubhouse, restrooms, furniture, plants, equipment, and other personal property in or on the premises, which results from the use of such facilities and premises by me and my invitees, excluding items reported as previously damaged on the clubhouse deficiency list.

INITIAL \_\_\_\_\_.

- G. I agree not to move or otherwise change the location of any of the furniture or fixtures in or on the premises, or permit the same to be done, without prior authorization from the Board of Directors.
      - H. During my use of the premises, I shall be present at all times and, in addition, accept the responsibility to chaperon any persons under 18 years of age. I also agree not to serve alcoholic beverages on the premises. In the event that alcohol is served, the Association and Board of Directors assumes no liability.

INITIAL \_\_\_\_\_.

- I. During my use of the premises, there shall be no music played or broadcast outside the clubhouse. The doors and windows to the clubhouse shall be kept closed while music is being played or broadcast inside the clubhouse, and the noise level from all sources shall be such as not to disturb the residents around the clubhouse. Violation of this rule will result in termination of the function, and the Lessee forfeits \$ 50.00 of deposit.

INITIAL \_\_\_\_\_.

- J. During my use of the premises, no additional outside lights shall be used except those which are a permanent part of the improvements.

- K. The premises shall never be used by me or my invitees for commercial purposes, and no fee or other charge of a commercial nature shall be collected from the invitees, unless expressly authorized by the Board of Directors, in writing, prior to use of the facilities.

- L. Although it is not required, it is recommended to have a security guard present at any large function.

- M. I shall not use tacks, glue, tape, nails, or any other type of adhesive on the walls, or otherwise damage or mar the walls.

INITIAL \_\_\_\_\_.

- N. If any other damage has occurred exceeding the \$ 200.00 deposit, the Lessee will be assessed the additional amount.

INITIAL \_\_\_\_\_.

- O. Please avoid using products containing red dyes in them such as punch, grape juice, cake icing, etc. As these products will stain the carpet. All carpet cleaning costs will be deducted from the deposit.

INITIAL \_\_\_\_\_.

If a homeowner or tenant abuses any of the above rules, he can be denied the opportunity of leasing the clubhouse for one (1) year. Continued violations will result in permanent denial of the clubhouse privileges.

If, in the opinion of the Association's representative, additional cleaning is required, or if repairs are required to the equipment, furnishing or property, or if there has been any damage to the clubhouse, the common area or the property of any resident of the Pines Condominiums, or their guest, the full amount of the deposit will be retained by the Association, to be applied to all costs incurred to repair the damage or to return the property to its condition existing prior to the homeowner's use of the clubhouse. If such costs are less than the total deposit, any remaining amount will be delivered to the homeowner upon completion of the repairs required. In the event that any additional costs, over and above the amount of the deposit are required, those costs will be billed to the homeowner. The homeowner agrees to pay all costs billed within thirty (30) days of the billing. If the costs are not paid timely as herein set forth, the homeowner agrees that such costs shall become an assessment against the homeowner's unit, which may be collected in the same fashion as any other assessment.

\_\_\_\_\_  
(HOMEOWNER/DATE)

\_\_\_\_\_  
(TENANT/DATE)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(PHONE)

\_\_\_\_\_  
(PHONE)

\_\_\_\_\_  
(DRIVER'S LICENSE NUMBER)

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED  
REPRESENTATIVE OF THE  
PINES CONDOMINIUMS  
HOMEOWNERS ASSOCIATION.

\_\_\_\_\_  
SIGNATURE OF LESSEE