

Kirby Creek Village Association

Mailing Address:
8111 EBJ Freeway, Suite 835
Dallas, Texas 75251

Physical Address:
3075 North Kirbywood
Grand Prairie, Texas 75052

CLUBHOUSE USE AGREEMENT

Owner's Name: _____
Address: _____
Date of Function: _____
Time of Function: _____

1. The Owner/Resident reserving the clubhouse agrees to be present at the function the entire time.
2. The Owner/Resident will pay a rental fee of **\$150.00** for the use of the clubhouse within ten (10) days of making a reservation. The fee is non-refundable unless cancellation is made at least five (5) days prior to use of the clubhouse.
3. A refundable security deposit of **\$ 600.00** must be paid and sent in with the signed Clubhouse Use Agreement. The deposit **is** cashed upon receipt. The deposit **WILL** be refunded **IF** there is no breach of contract. You will receive written notice if you were in breach of contract. You will have the right to appeal the claims in writing within **ten** business days, the appeal by date will be noted on the letter outlining the breach of contract. The clubhouse shall be left in the same condition as received. The Owner/Resident will be responsible for any costs and expenses, including attorney fees, expense costs, and insurance deductible to clean or repair damages. In this event, the clubhouse deposit **WILL** be forfeited and not refunded and the Owner/Resident reserving the clubhouse **WILL** be responsible for all additional expenses over the \$600.00 forfeited deposit for damages and for cleaning. The Owner/Resident will be issued a statement for all costs and expenses to clean or to repair damage which exceed the \$600.00 deposit and it will be rendered as soon as possible and must be paid immediately.
4. Type of function planned: _____
(birthday, graduation, wedding reception, etc.)
5. Number of people invited to attend the function is: _____
(50 person maximum)
6. The clubhouse will be vacated and locked no later than: _____
Clean up is allocated to the last hour of your event.
All guests must vacate for the last hour. *Hours: Monday-Thursday 10a - 10p
Friday-Sunday 10a - 12 Midnight*
7. If the activities of the function, i.e. music, drunkenness, loud voices, etc. are disturbing neighbors, the Clubhouse Manager and/or Board member will ask that the loudness cease or the function cease. After the first warning, the Clubhouse Manager and/or Board member will close down the function and/or call the police.
8. Owner/Resident agrees that he/she is responsible for his/her guest's actions and any injuries or damages caused by them at all times.
9. Owner/Resident agrees to indemnify and hold harmless Kirby Creek Village Association, its officers and directors, agents and employees, from and against any and all claims, liabilities, losses, damages actions costs, expenses and demands of any part, made against the Association,

its officers and directors, agents, and employees arising out of or in connection with any party or event held in the clubhouse by a Owner/Resident pursuant to the clubhouse use agreement or otherwise.

10. The renter understands and agrees to abide by all local, state and federal laws and ordinances and Association rules, By-Laws, Restrictions, regulation and policies which pertain to residents, guests and invitees while using the clubhouse. **The renter understands that any violation, including unpaid costs and expenses shall be grounds for immediate termination of the right to use the clubhouse, and pool privileges for one (1) year.** Any such termination shall not waive or change the renters obligations hereunder.
11. Owner/Resident agrees to abide by all rules outlined on the attached Clubhouse Rules.
12. The pool, pool area, tennis court, and all areas surrounding the clubhouse cannot be reserved exclusively by any Owner/Resident and are **NOT** to be used by an Owner/Resident while renting the clubhouse, this includes your guests. **The \$600.00 deposit will be forfeited if this rule is violated.**
13. All furniture must be put back in order in which it was found. Furniture and all other clubhouse property cannot be removed and must remain inside the clubhouse at all times. In addition, all lights, ceiling fans, air conditioning/heating, etc but be turned off or returned to settings at which they were found. All floors, including bathrooms, must be swept and mopped after each event.
14. Venue of any legal proceedings related to this agreement shall be in Dallas County, Texas.
15. Restrooms are **NOT** for the exclusive use of those renting the Clubhouse. Both restrooms are to be made available for pool users during clubhouse functions.

ACKNOWLEDGMENT

I have read this agreement in its entirety and acknowledge my responsibility under this agreement that a violation of any of the above **WILL** result in the forfeiture of the entire \$ 600.00 security deposit.

PLEASE INITIAL HERE _____

YOUR UNDERSTANDING THE \$600 SECURITY DEPOSIT WILL BE FORFEITED IN FULL IF THE GUEST LIMIT EXCEEDS THE FIFTY (50) PERSON MAXIMUM OCCUPANCY LEVEL. ONSITE STAFF AND VIDEO SURVEILLANCE WILL BE USED TO CONFIRM GUESTS TOTALS.

****Occupant loads are developed in accordance with both the IFC and the International Building Code (IBC). As such, not complying with the design constitutes a code violation and puts the Association at risk for very high fines****

Owner Name (please print)

Owner Home Phone

Owner Street Address

Owner Cell Phone

Owner Email Address

Owner Texas Drivers License Number

Owner Signature

Owner Date of Birth (mm/dd/yy)