

# Kirby Creek Village Association

**Mailing Address:**  
8111 LBJ 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)

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Dallas, Texas 75251

**Physical Address:**  
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Grand Prairie, Texas 75052

## CLUBHOUSE USE AGREEMENT ACKNOWLEDGMENT ADDENDUM

**Owner's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Date of Function:** \_\_\_\_\_

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND SIGNED THE CLUBHOUSE USE AGREEMENT AND UNDERSTAND THAT IN ACCORDANCE TO THE CLUBHOUSE USE AGREEMENT, CLUBHOUSE RULES, AND POOL RULES I AM NOT ALLOWED TO USE THE POOL, POOL AREA OR TENNIS COURTS ON THE DAY OF MY CLUBHOUSE RENTAL. THIS INCLUDES ALL GUESTS AND FAMILY MEMBERS IN ATTENDANCE. USE OF THE POOL, POOL AREA OR TENNIS COURTS WILL RESULT IN BREACH OF CONTRACT AND POSSIBLE SHUT DOWN OF THE ENTIRE EVENT. AT SUCH TIME IF THE EVENT IS SHUT DOWN I WILL BE REQUIRED TO CLEAN THE CLUBHOUSE AND TURN IN THE KEYS WITHIN ONE HOUR.

\_\_\_\_\_  
Owner Name (please print)

\_\_\_\_\_  
Owner Home Phone

\_\_\_\_\_  
Owner Street Address

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Owner Cell Phone

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Owner Email Address

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## CLUBHOUSE RULES

1. The resident renting the clubhouse is responsible for seeing that all doors are locked, lights and ceiling fans are turned off. Failure to comply will result in forfeiture of deposit and possible fines to cover costs incurred. Doors are to be kept closed when heat or air condition are on. Please DO NOT stand on any of the furniture for any reason. A step stool is provided, you may not use any items other than the step stool provided to reach high places.
2. A cleaning procedures checklist is hung on the wall of the clubhouse to help insure proper clean-up. After rental, the clubhouse must be cleaned in accordance with the checklist, images of before and after expectations are posted for owners. An inspection will be made and the deposit will be returned if the area is cleaned, no damages have occurred, and no other breach of contract items were noted as determined by the Clubhouse Manager, this includes any items listed on the clubhouse use agreement. Please do not try and reach out to the Clubhouse Manager regarding the return of your deposit, deposits are processed by the Community Manager at the Management Office.
3. If the clubhouse is not found in satisfactory condition (clean) after leaving and locking up you will be considered in breach of contract and your security deposit forfeited. The Clubhouse Manager will report all findings to the Community Manager who will then send a follow up notice to the homeowner by mail which will outline all items left undone or in a non satisfactory condition. We do not offer a walk through after the event, it is your responsibility to leave the clubhouse in satisfactory condition, if you have questions what this entails please ask when you do your pre walk through and receive the keys, prior to your rental.
4. **DO NOT!** Use thumbtacks, nails, staples, glue, or any device to attach anything to the walls, doors, furniture, trim, etc. **IF** damage occurs through this type of use, repairs will be made, you will be considered in breach of contract and your security deposit will be forfeited, if repair costs exceed the total security deposit amount then additional fines will be added to your homeowner account and you will be required to pay those fees. Tape that does not leave adhesive residue is acceptable, but must be removed at clean up.
5. Please keep music and noise at an acceptable level so as not to disturb the clubhouse neighbors. Music and entertainment is to be set up and kept inside the clubhouse and not the pool area. The Pool and pool area is NOT to be used during your rental.
6. **No Smoking** allowed inside the clubhouse, including the bathrooms. This includes cigarettes, electronic cigarettes, cigars and pipes of any kind.
7. Alcoholic beverages are not permitted outside the clubhouse. Under no circumstances can alcohol be given to or consumed by anyone under the age of 21 years of age.
8. No pets are allowed in the clubhouse.
9. **Your Total Deposit Will Be Forfeited If the Party Exceeds the 50 Person Maximum Occupancy Limit or Continues Past the Stated End Times. Also, If the Police Are Called, a Portion Of, or All of the Deposit Will Be Lost Depending on the Police Action Taken.**

10. No charcoal grills allowed.
11. Gas grills cannot be used under the porch.
12. After 10:00 pm **all loud devices** are to be turned down per Grand Prairie Code Enforcement.
13. See attached cleaning checklist
14. ***Failure to comply with these rules WILL result in forfeiture of deposit as well as fines for damages and suspension of Association amenities (Pool/Clubhouse/Tennis Courts).***

**HOURS, UPDATED JANUARY 1, 2019**

Monday - Thursday ..... 10:00 am to 9:00 pm, Clean Up 9:00 pm to 10:00 pm  
 Friday, Saturday and Sunday ..... 10:00 am to 11:00 pm, Clean Up 11:00 pm to Midnight

***\*\*Observations will be made by the on-site Manager as well as captured on video surveillance.\*\****

\_\_\_\_\_  
 Owner Name (please print)

\_\_\_\_\_  
 Owner Home Phone

\_\_\_\_\_  
 Owner Street Address

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## CLUBHOUSE CHECKLIST

The following must also be done in accordance with the Clubhouse Rules & Clubhouse Use Agreement or you will forfeit your deposit.

The clubhouse rental includes: (36) chairs, (6) six foot rectangular tables, (2) eight foot rectangular tables, (8) tables in total, (3) sofa couches, and (4) sofa chairs, (1) Conference table, (6) black conference chairs, (2) end tables, (1) coffee table, (5) Ficus trees - (2) located next to the fireplace, (2) located in the women's restroom, and (1) in the mens restroom. There are (2) large plastic trash cans on wheels, and (1) mop bucket. The following items are hanging on the wall in the storage closet: (2) mops, (1) large broom, and (1) broom with dust pan. There is a refrigerator for use during your event as well as (1) microwave on the kitchen counter.

The chair rack is set out underneath the thermostats prior to the rental for setup purposes. You may store the chair rack in the hallway on the storage closet side (not restroom side) not blocking the back door when using the chairs and once your event has begun. Please do not block the back door under any circumstance. If you have questions please ask the clubhouse manager.

**\*\*\*\*\*All furniture MUST remain in the clubhouse at all times, removal will result in immediate breach of contract and the security deposit will be forfeited.\*\*\*\*\***

Toilet Paper (4) rolls are provided, (1) roll on the roll in each restroom and (3) extra rolls under the sink in each restroom.

Paper towels (3) rolls are provided. Holders are stocked prior to your rental, (1) in each restroom and (1) in the kitchen.

All cleaning supplies are stored under the kitchen sink. Please use ONLY the supplies provided.

Trash Bags: Both trash cans have (1) bag each, if you require additional trash bags please bring your own.

**Please contact us immediately during the set up of your event, or when you meet with the clubhouse manager to do the walk through to pick up the keys for your rental if you feel there are items not meeting your expectations, otherwise such complaints will not be considered during an appeal.**

- Clean counters and sink in the kitchen and bathrooms with cleaner provided.
- Wipe out refrigerator.
- Wipe out microwave.
- Sweep the floors AND then wet mop the floors, including bathrooms. Once you wet mop please ensure there is no standing water by dry moping all floors as your final step. (Please see images on clubhouse wall)

- Wipe down any walls that might have been marked up or splashed.
- Place furniture back into its original position. (Please see images on clubhouse wall) Do NOT block air return grills.
- Wipe tables off before placing in storage rack.
- Wipe off all chairs and furniture insuring they're clean for the next renter.
- Pick up trash in the parking lot outside the clubhouse that may have been left as a result of your party.
- All trash must be removed from clubhouse at the end of the event. You may discard of trash (**bagged trash only**) in the blue dumpster at the end of the parking lot.
- Stray balloons and those caught in the ceiling fans must be retrieved by the Clubhouse Manager. If balloons are caught in the ceiling fans or up in the ceiling please notify the Clubhouse Manager before setting the alarm at the end of the event so they can be retrieved, otherwise the motion detector will set off the alarm.
- Turn off lights and fans.
- Check and lock ALL doors.
- Set alarm and Return clubhouse key to the top drawer left of the kitchen sink.

**IMPORTANT:**      **If you break or damage the furniture, tables, and/or decorative material of any kind, you will be charged the FULL REPLACEMENT VALUE. Your security deposit will also be forfeited.**

- Under no circumstances may anything be left in the clubhouse after your party. This includes possible items delivered by a rental company or caterer.
- Other homeowners renting the clubhouse the following day deserve the same courtesy of being able to have the key to get into the clubhouse as soon as possible so that they may start setting up for their party.

**\*\*Observations will be made by the on-site Manager as well as captured on video surveillance.\*\***

\_\_\_\_\_  
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Owner Home Phone

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Owner Street Address

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