

# LONDONDERRY HOA CLUBHOUSE RENTAL CONTRACT

Make checks payable to LHOA. You may mail the completed contract to: LHOA 8331 London Way Dr., Spring, TX 77389; or place it in the mailbox located at the street in front of the clubhouse. Keep a copy for your records.

## SEC 1: CLUBHOUSE RESERVATIONS

- 1.1 **This RENTAL DOES NOT include use of the pool and/or patio area when the pool is closed for the season or not open for regular hours of operation during the season. No one is allowed in pool/patio area at any time unless a LHOA contracted lifeguard is on duty.** You **MAY NOT** use patio, pool furniture, or trash cans in the pool area when pool is closed. Evidence (*cameras present on facility*) that a resident/guest(s) have gained unauthorized entry to the pool area will result in a **\$500 Fine.**
- \*Homeowners are responsible for their guest(s) during the rental, who use the pool during pool hours. It is NOT closed to the residents. \*Homeowners and guests must follow all pool rules and always adhere to the lifeguards' instructions while on the pool deck; this includes clearing the deck during inclement weather and getting out of the pool during state mandated hourly breaks for guards.
- 1.2 Londonderry Residents **MUST** be in good standing to rent the clubhouse. The resident must be present at all times. The LHOA Treasurer will verify that the resident is in good standing before the rental can be scheduled. Resident must have an LHOA Amenities Access card.
- 1.3 **A deposit check made payable to LHOA for \$250.00 is required to secure a rental date.** A rental date will not be held or confirmed without a deposit. Residents are responsible for having an activated LHOA Access card to enter the clubhouse on the rental date. The deposit check will be held and returned after the rental, provided the clubhouse is clean, undamaged and all conditions are met. Damages and fees incurred over the amount of the deposit must be paid immediately or legal action will be taken. The resident will be responsible for all legal fees incurred.
- 1.4 LHOA Amenities Access cards can be obtained by completing the access card form on the website. Cards must be picked up in person and form signed by the Londonderry homeowner only.
- 1.5 The fee for renting the clubhouse is **\$200.00** per day and is due no later than 7 working days before the rental date.  
***\*An additional charge \$100 (water slide)/\$75 (other inflatables) will be required before rental if any inflatable is used at the clubhouse for \*Utilities charges\****
- 1.6 Refusal to clean, inadequate cleaning and/or damage to appliances, facility or grounds and violation of policies will result in forfeiture of the renter's deposit and additional expenses and penalties may be incurred.
- 1.7 The primary use of the clubhouse is for Londonderry residents' private parties, receptions, and social gatherings, **NOT FOR PROFIT** (i.e. business profit or personal monetary profit). ***Any violation will result in forfeiture of deposit and future rentals.***

## SEC 2: ON THE DATE OF RENTAL

- 2.1 Confirm with Clubhouse Coordinator for Access Card activation. The Clubhouse Coordinator must be notified twenty-four (24) hours in advance of event to activate your Access Card and engage the digital thermostat.
- 2.2 Inspect the clubhouse for cleanliness and damages before setup. The renter may be held accountable and/or liable for all damages not reported prior to usage. Notify the Clubhouse Coordinator of any problems immediately.
- 2.3 **DO NOT** nail or use push pins on the walls, ceiling, trim, or beams or attach anything in a manner that makes holes or damages the paint, wall surface, center beam, or leaves a residue on the windows. REMOVE all types of adhesives used for party decorations from walls & windows.
- 2.4 **DO NOT** park on the grass. Parking on the grass can equal forfeiture of deposit.
- 2.5 **DO NOT** use **GLITTER** or **CONFETTI**. This violation constitutes an automatic **FORFEITURE** of **DEPOSIT**.
- 2.6 The Clubhouse is a **NON-SMOKING** Facility. Smokers must go to the parking lot and pick up debris from cigarettes, i.e. butts, trash, etc.

## SEC 3: AFTER SCHEDULED EVENT, CLEAN THE CLUBHOUSE IN ACCORDANCE WITH INSTRUCTIONS ON ADDENDUM A.

**SEC 4: CLUBHOUSE COORDINATOR MUST INSPECT THE CLUBHOUSE AFTER THE EVENT BEFORE THE DEPOSIT WILL BE RETURNED.** Notify Clubhouse Coordinator once event has concluded to arrange final inspection.

**\*\*\*\*RETURN THIS PORTION TO THE CLUBHOUSE COORDINATOR\*\*\*\***

**SUBMIT SIGNED RENTAL CONTRACT WITH YOUR DEPOSIT CHECK OR MONEY ORDER. RETAIN A COPY FOR YOUR RECORDS. POST DATED CHECKS WILL NOT BE ACCEPTED. CHECKS WILL BE DEPOSITED WHEN RECEIVED.**

REQUESTED Date of Rental

**A rental date will not be held or confirmed without DEPOSIT (checks or money orders acceptable). Rental Fee must be received no later than SEVEN (7) DAYS PRIOR TO THE RENTAL DATE (if received within 7 days of rental, we NEED the payment in the form of a money order or cashier's check.)**

I have read and agree to abide by the policies and procedures for renting the LHOA clubhouse.

Homeowner's Printed Name \_\_\_\_\_

Homeowner's Signature \_\_\_\_\_

Contact #'s: Cell: \_\_\_\_\_ Alt. Phone #: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Do you want your Deposit Check RETURNED or SHREDDDED (please circle choice)? If no choice is made, your check will be SHREDDDED. Money Order payments will be refunded to the homeowner.

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**\*\*\*\*\* THIS PORTION FOR TREASURER USE ONLY\*\*\*\*\***

Deposit check # \_\_\_\_\_ Amount \$250.00 Check Rec'd Date \_\_\_\_\_ Rec'd By \_\_\_\_\_

Rental check # \_\_\_\_\_ Amount \$200.00 Check Rec'd Date \_\_\_\_\_ Rec'd By \_\_\_\_\_

Homeowner Invoiced for Rental: Date \_\_\_\_\_ Invoice # \_\_\_\_\_ Date Paid \_\_\_\_\_

Account Current?  Yes  No - Amount Due \_\_\_\_\_ Verified by \_\_\_\_\_

Past due amount paid: Date \_\_\_\_\_ Verified by \_\_\_\_\_

**CLEARED FOR RENTAL** (Rental fee received/Account Current): Date \_\_\_\_\_ By \_\_\_\_\_

Deposit Check RETURNED or SHREDDDED (circle choice): Date: \_\_\_\_\_

Deposit Refunded: Date \_\_\_\_\_ Check # \_\_\_\_\_

NOTES:

# ADDENDUM A

## Londonderry HOA Clubhouse Rental Guidelines, Instructions and Policies

Please follow these guidelines for cleaning the clubhouse after an event. **Failure to do so will result in the forfeiture of all or part of your security deposit. If cleaning/damages exceed the deposit on file, the renter will be responsible for the residual and must make payment immediately.**

It is the renter's responsibility to inspect the clubhouse before you start to set up for your event. Report any issues to the clubhouse coordinator immediately. It is advised that you take pictures of any problems. **Any issues or damage not reported upon arrival will be your responsibility.** The LHOA Board of Directors shall have full and final authority to assess fees for repair/replacement of any items damaged or missing from the premises, as well as any violations to these Rental Guidelines, Instructions and Policies.

The Clubhouse is a **NON-SMOKING FACILITY.**

**Refusal or failure to clean the clubhouse after a rental will result in a \$500 fee and loss of future rental privileges. The Clubhouse must be cleaned at the end of the rental day unless you have special written permission to do otherwise.**

**Sec 1:** Clean the Clubhouse Completely.

- 1.1 Clean all decorations and items brought by the Homeowner for party/event.
- 1.2 Remove all food from counters and refrigerator.
- 1.3 All trash should be placed outside in proper trash and recycling receptacles. The trash cans are located on the west side of the building, past the pool entrance in the fenced area.

**DO NOT PUT TRASH IN TRASH CANS ON PATIO IN THE POOL AREA. \$500 Fee will be incurred.**

- 1.4 Remove tape, any adhesive and/or sticky residue from windows, walls, etc.
- 1.5 Return all furniture and pillows to proper placement.
- 1.6 If use of any stored tables or chairs is needed, clean and dry them before returning them to the storeroom. Be careful not to damage walls with furniture trolleys.
- 1.7 Clean anything else that warrants attention.
- 1.8 If outside grounds or playground areas are used, please canvass the area, and pick up all trash INCLUDING CIGARETTE BUTTS.
- 1.9 NO GLITTER. NO CONFETTI. This violation constitutes an automatic FORFEITURE OF DEPOSIT.

**Sec 2:** The LHOA must be informed at the time rental fee is paid if renter is bringing any feature to the premises that requires electricity and/or water, such as bouncy houses, activity centers, etc. The renter shall assume sole responsibility for any/all injuries because of use of feature brought onto premises, and the renter shall hold the LHOA harmless for injuries and/or damages resulting from the use of any toys or features that the renter brings on the premises, including, but not limited to, bouncy houses or any inflatables, skateboards, or any wheeled toy. The renter shall be responsible for any damage to LHOA property caused because of any toys or features they bring to the premises. There is an additional fee for electricity and/or water.

**Sec 3:** Turn off all lights inside the clubhouse when you leave.

**Sec 4:** Contact Clubhouse Coordinator at the conclusion of event to schedule a final inspection. Clubhouse Coordinator will deactivate the LHOA Access card and turn return digital thermostat to Cool/75 degrees in Summer and Heat/60 degrees in Winter. Failure to contact the Clubhouse Coordinator when an event is concluded may result in an energy surcharge.

**Sec 5: This RENTAL DOES NOT include use of the pool and/or patio area when the pool is closed for the season or not open for regular hours of operation during the season.** No one is allowed in the pool/patio area at any time unless a LHOA contracted lifeguard is on duty. You MAY NOT use the patio, patio furniture, or trash cans in the pool area when the pool is closed. Evidence that resident/guests have gained unauthorized entry to the pool area will result in a \$500 Fine. (We have cameras posted throughout the common areas.)

**Sec 6:** In the unforeseeable event that the clubhouse is damaged or unusable on the day of an event for reasons beyond the control of the LHOA, including but not limited to vandalism, plumbing or A/C issues, wind damage, etc., all deposits and rental fees will be returned immediately to the renter. The LHOA shall have no liability that exceeds the amount of the rental fee.

**Sec 7:** The LHOA assumes no responsibility or liability for anything left unattended in the clubhouse, including, but not limited to, sound equipment, electronics, decorations, appliances, food, personal property of any kind, etc.

**Sec 8:** Rental of the Clubhouse does not include the use of the Board Room.

**Sec 9:** Decorations. **DO NOT PUT HOLES IN WALLS OR TRIM.** Please remove tape residue from glass surfaces & walls.

**By renting the Clubhouse, you are confirming that you have read, understand and agree to abide by all of the stipulations contained in the Contract to Rent and Addendum A. Retain this Addendum for your reference.**