

Canyon Lake Forest Property Owner Association Clubhouse Reservation Agreement and Rules

The following agreement is by and between the Canyon Lake Forest Property Owners Association (CLFPOA) and _____ (*Member*) for use of the CLFPOA Community Center on _____ (*Event Date*). This reservation also includes one day before event for setup, if requested and agreed upon in advance.

All members must pay **\$250 Security Deposit of which \$125 will be retained** for a utility fee to cover overhead for use of the facility. Full payment is due when reservation is made. Clubhouse is for use by members in good standing only (dues current and no outstanding violations). Members MAY NOT reserve clubhouse for others and reserving member **must be in attendance at all times**.

Refunds for Security Deposits (\$125, less any additional charges if not left in condition it was rented) will be paid by check (no cash refunds) and mailed within 15 days after event. (*Initials*) _____

MUST AGREE TO STATEMENT BELOW - Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement -PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

I wish to use the clubhouse facilities of the Canyon Lake Forest Property Owners Association. I recognize and fully understand certain things, including:

- All facilities are being used “at your own risk” and each user is responsible for their own safety at all times.
- My use of the facilities could involve certain risks, including but not limited to:
 1. The risk of injury resulting from possible malfunction of the equipment or props
 2. The risk of injuries resulting from tripping or falling over obstacles while using facilities
 3. The risk of other injuries OR ILLNESS resulting from participating in or using the facilities
- I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks; the list only provides examples of types of risks that I am assuming.

I hereby acknowledge potential risks and agree to the conditions below. I fully intend and choose to give up the legal rights, as stated below:

I AGREE TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the Property Owners, members, directors, officers, employees, agents, or representatives relating to my use of the Canyon Lake Forest POA facilities and hereby release all liability for any loss, damage, injury, expense, or other cost that I may suffer or that my next of kin may suffer in connection with my use of the pool, clubhouse or surrounding area to any cause whatsoever, INCLUDING NEGLIGENCE, and TO HOLD HARMLESS AND INDEMNIFY the property owners, members, directors, officers, employees, agents or representatives from any and all liability to property, or personal injury to, any third party, resulting from the use of the facilities. (CONTINUED ON PAGE 2)

I am over the age of 18 years and agree this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone

Canyon Lake Forest Property Owner Association Clubhouse Reservation Agreement and Rules

else authorized to act on my behalf or on behalf of my estate. I have read and understood this document. I am aware that by signing this document, I am waiving certain legal rights that I may have against the Releasees, and I fully agree to do so.

Clubhouse Rental Rules & Instructions

- NO AMPLIFIED MUSIC! ALL music must cease by midnight in order to respect neighbors.
- NO overnight camping! NO open fires. BBQ grills are okay **when allowed by burn ban.**
- Pool is NOT included with reservation. We do not rent/reserve swimming pool.
- Children must be supervised by responsible adults at all times.
- Please stay off the landscaping and do not play with the rocks.
- NO Smoking allowed.
- Do not raise window blinds. Blinds may be opened but not raised. Please close upon exit.
- All tables and chairs must be cleaned and neatly folded & stacked in storage room upon exit.
- Remove all decorations and any signs you post at the end of your event. If you tape decorations on the walls, you must remove all tape. NO nails or thumbtacks anywhere. Do not hang anything from the ceiling or ceiling fans.
- All messes must be picked up, swept and/or mopped as appropriate.
- Kitchen sinks, stove, oven, refrigerator, freezer, microwave, tables, shelves, countertops and cabinets must be left clean (as you found them). Do no leave any food in the refrigerator. Kitchen floor must be swept. Mop up all spills.
- Restrooms must be left tidy and trash cans emptied.
- All trash must be taken with you when you leave. We do not have year round trash service at the clubhouse. If you leave trash, you will be charged a haul away fee. 5 large trash bags are provided per event. Please bring extra if you feel you will need them.
- All lights, fans & A/C's must be turned off and all windows & doors must be locked upon exit.
- Notify CLFPOA of any maintenance issues (plumbing, lights out, etc.)
- Charges for any damages, missing items, including cost of re-key key if not returned promptly or cleaning outside of normal usage will be deducted from the security deposit. Member is responsible for any charges that exceeded the security deposit.

Member must complete AND INITIAL OR SIGN ALL PAGES of the Agreement, HOLD HARMLESS and Rules & Instructions. Return 1 completed copy with your check to:

Canyon Lake Forest POA PO Box 1431 Canyon Lake, TX 78133

-----For CLFPOA Only-----

Date Contract Rec'd _____ Member in good standing? Yes No

Check No. _____ Check Date _____ Amt Paid \$ _____

POA Representative Signature _____ Date _____