



# Emerald Bay Clubhouse Rental Agreement

Rules and Regulations Governing the use of the Emerald Bay Clubhouse

*The Shadow Creek Ranch Maintenance Association Board of Directors hold all rights to amend the rules and regulations of the Emerald Bay Clubhouse at any time.*

Please read this document carefully and in its entirety  
The Emerald Bay Clubhouse Rental Agreement must be completed and returned to:

**SHADOW CREEK RANCH MAINTENANCE ASSOCIATION**  
12234 Shadow Creek Pkwy. Suite 3112, Pearland, TX 77584



**The Emerald Bay Clubhouse Is located at**  
11814 N. Clear Lake Loop, Pearland, TX 77584



Dear Owner,

Pursuant to your request, enclosed is the Use Agreement for the Village of Emerald Bay Home Owner's Association's Clubhouse ("Clubhouse"). Please note that the Clubhouse is available for lease only to owners of property in the Shadow Creek Ranch subdivision, and such owners must be current in their assessments and have a zero balance owed for their property located in the Shadow Creek Ranch subdivision. Reservations are allowed to be made no more than 60 days in advance. Rental of the Clubhouse is limited to no more than three (3) times in one (1) year.

**THE EMERALD BAY CLUBHOUSE  
RENTAL FEE \$200.00**

Please read, sign, and return the following:

1. Emerald Bay Clubhouse Reservation Form.
2. \$200.00 Rental Fee (made payable to Shadow Creek Ranch Maintenance Association).  
\*The rental fee can be paid using a check or credit/debit card in office or through ClickPay.
3. The Emerald Bay Lap Pool located at the Emerald Bay Recreation Center is **NOT** included with the Clubhouse rental.
4. If applicable, verification of security is required under paragraph 6(b) of the Clubhouse Rental Agreement.

The Clubhouse is available for rent on a first-come-first-served basis. Reservations are not finalized until all of the items above are in the possession of the Shadow Creek Ranch Maintenance Association. Walk-in payments take priority over payments mailed. If you elect to mail the above-required items, please be aware that your preferred date may not be available if someone hand delivers the items prior to receiving the information by mail. To expedite mailed requests, notate outside the envelope, "SCR Clubhouse Rental".

12 tables and 32 (four 48" round tables, two 96" rectangle tables, three 72" rectangle tables, and three 60" rectangle tables) chairs are included with your Clubhouse Rental Agreement. Set-up and take down of the tables and chairs is not included in the Clubhouse Rental Agreement.

A site inspection of the Clubhouse will be performed before your scheduled rental date and after. Failure to clean the Clubhouse after your rental will result in a minimum cleaning fee of \$100.00 being charged to your account.

Payments are processed at the time of application.

Cancellation requests received less than 15 days from the date of scheduled rental will incur a \$50.00 cancellation fee. Cancellation requests received less than 72 hours from the scheduled rental date will forfeit the Rental Fee (\$200.00).

**\*\*IT IS A BREACH OF THIS AGREEMENT TO ACCESS THE CLUBHOUSE PRIOR TO THE RESERVATION TIME SPECIFIED IN THE RENTAL AGREEMENT. UNAUTHORIZED ENTRY WILL RESULT IN TERMINATION OF THE RENTAL AND FORFEIT OF THE RENTAL FEE\*\***

Questions?

Contact the Shadow Creek Ranch HOA at (713) 436-4563 or email [Help@ShadowCreekRanchHOA.com](mailto:Help@ShadowCreekRanchHOA.com)

REV. 02.2023

Initial: \_\_\_\_\_

[www.ShadowCreekRanchHOA.com](http://www.ShadowCreekRanchHOA.com)

# **EMERLAD BAY CLUBHOUSE RENTAL CLEANING & DEPARTURE CHECKLIST**

COMPLETE THE FOLLOWING BEFORE LEAVING THE CLUBHOUSE AFTER YOUR RENTAL.

## **CLUBHOUSE RENTAL CLEANING CHECKLIST**

- EMPTY ALL TRASH CANS (KITCHEN AND RESTROOMS)
- REMOVE ALL PERSONAL ITEMS
- REMOVE ALL DECORATIONS
- CLEAN FLOORS
- REMOVE ITEMS FROM KITCHEN
- TURN ALL LIGHTS OFF
- RESET A/C THERMOSTAT TO 75 DEGRESS OR HEAT TO 68 DEGREES
- ENSURE ALL DOORS ARE SECURELY LOCKED
- DISPOSE OF THE GARBAGE (GARBAGE CANNOT BE LEFT ON PROPERTY)
- RETURN ALL FURNITURE TO ORIGINAL SETTING

FAILURE TO COMPLY WITH THE CHECKLIST ABOVE WILL RESULT IN A CHARGE OF \$100.00  
BEING CHARGED TO YOUR PROPERTY ACCOUNT.

# EMERALD BAY CLUBHOUSE RENTAL AGREEMENT

## EXPRESS DISCLAIMER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is made for the \_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ between Shadow Creek Ranch Maintenance Association (hereinafter referred to as "Association"), and

\_\_\_\_\_ (hereinafter referred to as "Owner") and concerns the private use of the Emerald Bay Clubhouse located at 11814 N. Clear Lake Loop, Pearland, Texas 77584 ("Clubhouse").

### WITNESSETH

- PARTIES:** The Association maintains and operates the Clubhouse for the Village of Emerald Bay Homeowners Association, the owner of the Clubhouse; \_\_\_\_\_ is an owner of a residential property in the Shadow Creek Ranch subdivision and requests to use the Clubhouse for a private function.

OWNER'S PROPERTY ADDRESS IN SHADOW CREEK (must reside in Shadow Creek Ranch):

\_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_

CONTACT EMAIL: \_\_\_\_\_

- RENTAL TERM:** Beginning at \_\_\_\_\_ AM/PM (circle one) and ending at \_\_\_\_\_ AM/PM (circle one) on \_\_\_\_\_ (month) and \_\_\_\_\_ (day) of \_\_\_\_\_ (year).

Type of Party: (Example -Birthday Party) \_\_\_\_\_

Number of Expected Guests: (max. 30) \_\_\_\_\_

- RENTAL:** The Owner agrees to pay the Association \$200.00 at the time of reservation for the Rental Fee.

- UTILITIES:** Association agrees to pay all utility charges.

- USE OF PROPERTY:** The Clubhouse shall be used by Owner subject to the following:

a) The maximum number of guests at the Clubhouse is not to exceed 30 total guests, including children and adults. Alcoholic beverages must not be served to or consumed by anyone under the age of 21.

b) The Owner is required to hire, at his/her expense, a City of Pearland Police officer for any gathering where alcohol will be served. A receipt from the Pearland Police Department (PPD) must be provided to the Association before access to the Clubhouse will be granted. Pearland Police department is located at 2555 Cullen Parkway, Pearland, Texas 77581 (281-997-4100).

c) All functions will begin no earlier than 8am and must conclude by midnight.

- d) Excessive noise and/or rowdy or unruly behavior will not be tolerated.
- e) Visitors may park their cars in the parking area adjacent to the Clubhouse in designated or clearly marked parking spaces. FirstService Residential, SCRMA or any of the Village Associations are NOT responsible for vehicles parked on the street.

**6. NO ASSIGNMENT OR SUBLEASE:** The Owner shall not assign this Agreement or sublet any part of the Clubhouse.

**7. OWNER IS RESPONSIBLE FOR:**

- a) Following all Clubhouse rules as posted inside the Clubhouse and as set forth herein.
- b) **Leaving all Association owned property untouched and unmoved, other than the tables and chairs used for serving and seating. All chairs must remain inside the Clubhouse at all times.**
- c) Any damage to property, fixtures, walls, floors, windows, doors, furniture or related equipment.
- d) Emptying trashcans and removing trash from the premises (**garbage must be taken home and not left outside the Clubhouse**). Leaving garbage bags at the premises will result in \$100.00 fee being billed to Owner's property account.
- e) Removing any decorations (confetti/glitter is NOT allowed at any time inside the facility), trash, additions or enhancements not on the premises during the time of initial inspection.
- f) Removing all food (microwave oven, refrigerator, cabinets and cupboards).
- g) Turning off the lights, water faucets, warming ovens, coffee makers or any other appliances.
- h) Locking all doors. Owner is responsible for subsequent damage and/or theft as a result of failure to secure the Clubhouse.

**8. NO SMOKING ALLOWED IN THE CLUBHOUSE.**

**9. PETS:** No pets of any kind allowed in the Clubhouse.

**10. PERSONAL BELONGINGS:** The Owner shall remove all property at the end of the rental term. The Association is not responsible for any personal belongings or items left behind. Any property left behind shall become the property of the Association and may be disposed of.

**11. CONDITION OF PROPERTY:** Owner has examined the Clubhouse and accepts the Clubhouse, furniture, appliances, and surrounding property in its current condition and state of repair. Upon expiration of the rental term, or early termination, Owner shall surrender the Clubhouse to Association in its required condition under the terms of this Agreement.

**12. ALTERATIONS:** No holes may be made or nails driven into the woodwork, floors, walls, or ceilings of the Clubhouse. By way of example but not to limit the foregoing, pushpins, nails, screws and tape are not allowed.

**13. INSPECTIONS:** During the rental term, the Association or its agents may enter the Clubhouse at any time to inspect the premises.

**14. COMPLIANCE WITH LAWS:** Owner shall obey all applicable laws, restrictions, ordinances, rules and regulations with respect to the Clubhouse. Owner's use and occupancy of the Clubhouse is contingent on complying with all applicable laws.

**15. CLEANING, REPAIRS AND MAINTENANCE:** Following the end of the rental term, the Association or its agents will document damage which requires repair, areas which are in need of cleaning, or violations occurring during rental of the Clubhouse. Should the Association complete repairs, cleaning, or correction

of violations, the Association shall charge back to the Owner's property account the cost of repair, cleaning or correction, plus an administrative fee of \$100.00. The Association shall retain the sole right to complete repairs, cleaning or correction. Owner remains liable for all costs incurred by the Association, including costs charged to the Owner's property account, in relation to or resulting from rental of the Clubhouse. Repairs and cleaning may occur in the Clubhouse, or the surrounding property. Owner is solely liable for the actions of all guests and visitors. All costs charged back by the Association pursuant to this section shall be a lien against the Property and may be collected in the same manner as unpaid assessments.

- 16. INDEMNITY:** Owner shall indemnify and hold Association harmless from the claims of Owner, as well as all third parties, for loss of life, injury or damage to the person or injury or damage to the Clubhouse of such third party, arising from the use or occupancy of the Clubhouse by Owner. This indemnification shall include all costs and expenses incurred by Association, including attorney's fees. Further, Owner is required to notify all of Owner's guests and/or invitees that their presence at and upon the Clubhouse and surrounding property is expressly subject to their agreement to waive any and all claims against Association for injury or damage to their person or property resulting, directly or indirectly, from their use of the Clubhouse and surrounding property, and to hold Association harmless relative thereto. Said guests and/or invitees may be required by Association to sign an acknowledgement of their understanding of the terms of this Agreement.
- 17. INSURANCE:** Association and Owner shall each maintain such insurance on the improvements and Property as each party may deem appropriate during the term of the Rental Agreement
- 18. DEFAULT:** If an Owner fails to perform or observe any provision of this Rental Agreement, then in the sole opinion and option of Association, the rental may be terminated, Owner's function cancelled, all guests required to leave the premises, with no liability as to any damages claimed by Owner.
- 19. TERMINATION:** The Association may immediately terminate an Owner's right to rent the Clubhouse upon the Owner or his/her guests violation of the rules contained herein. Upon termination, Owner and all guests must vacate the Clubhouse immediately. Should termination occur, Owner shall not be entitled to rent the Clubhouse again for a period of two (2) years.
- 20. HOLDING OVER:** Any possession by Resident after termination shall not operate to renew or extend the term but shall be construed as a tenancy at sufferance of the Association. Resident shall pay a rate of \$50.00 per hour during the period of any possession after termination (midnight).
- 21. HAZARDOUS USE:** The Resident will not keep anything in the Clubhouse which is dangerous, flammable, and explosive or might increase the danger of fire or any other hazard.
- 22. ATTORNEY'S FEES:** Owner agrees that he/she will be responsible for all legal fees incurred by Association for any proceeding brought under or with relation to this Rental Agreement.
- 23. NOTICES:** All notices by Association shall be in writing and effective when properly mailed to the Owner. All notices by Owner shall be in writing and effective when delivered to Association's managing agent, FirstService Residential, Inc. 12234 Shadow Creek Pkwy Suite 3112, Pearland TX 77584
- 24. VALIDITY OF RENTAL AGREEMENT:** If any clause or provision of this lease is invalid, then the remaining portions of the Agreement remain in effect.
- 25. CONSULT YOUR ATTORNEY:** This is intended to be a legally binding contract, therefore, read it carefully. If you do not understand the exact effect of any part of the Rental Agreement, consult your attorney before signing.

**26. CANCELLATION:**

- If Owner cancels this agreement less than 72 hours prior to the start time of the rental term listed in paragraph 2, the \$200.00 rental fee will be forfeited.  
Cancellation requests received less than 15 days from the start time of the rental term will incur a \$50.00 cancellation fee
- If an Owner submits a cancellation request 15 days prior to the scheduled rental date, a full refund will be issued.

**27. BINDING.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. If there is more than one Owner, they shall be bound jointly and severally by the terms, covenants and agreements contained herein. This Agreement shall not be constructed against the drafter.

**28. ENTIRE AGREEMENT:** All promises made are contained in this written Rental Agreement. This Rental Agreement can only be changed in writing and signed by both the Owner and the Association.

**REMEMBER YOU ARE RESPONSIBLE FOR ANY DAMAGE TO THE CLUBHOUSE OR ITS FIXTURES AND FURNISHINGS DURING YOUR EVENT AS WELL AS THE COST OF ANY REPAIRS AND CLEANING.**

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_**

Resident Name: \_\_\_\_\_  
(Print)

Signature: \_\_\_\_\_

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

Email and Phone: \_\_\_\_\_

Resides in the:  
VILLAGE OF \_\_\_\_\_, HOA

**OFFICE USE**

Check No. Deposit: _____	Check No. Rental: _____
Received Date: _____	Deposit Refund Y/N _____ Date: _____ SCR Initials: _____
Connect: _____	

