



110 Lakeshore South
Onalaska, Texas 77360

CLUBHOUSE RENTAL CONTRACT

- I. LEGAL** - In consideration of the Rental Fee paid and other good and valuable consideration, Paradise Acres Improvement Association, Section I operating in accordance with the Paradise Acres Subdivision, Section I, bylaws and articles, is a Texas Non-Profit Corporation for its property owners. Hereinafter known as Lessor, does hereby grant authorization for use of the Paradise Acres Subdivision, Section I Clubhouse Facility to _____, hereinafter known as Lessee.
- II. POLICIES** - The Clubhouse located on Lakeshore Drive South on Lake Livingston waterfront within Paradise Acres Subdivision, Section I, is wholly owned by Paradise Acres Subdivision, Section I and shall be available for use by Paradise Acres Subdivision, Section I residents and/or property owners of Section I under the policies, conditions, and exceptions prescribed hereinafter by the Board of Directors appointed and voted into office by the subdivision property owners.
- III. SECURITY DEPOSIT**- A Security Deposit of \$150.00 USD is due at Contract signing. The Contract is **NOT** valid and the usage date is **NOT** confirmed until such Deposit is tendered and accepted by a Board Member.
- IV. RENTAL FEE** - The Rental Fee of \$50.00 USD per day shall be paid before the clubhouse is unlocked for the Rental. Rental and/or deposit fees are waived during a Paradise Acres Improvement Association, Section I function such as an annual meeting, executive board meeting, casual get-to-gather or when any other Paradise Acres Subdivision, Section I community functions are being held.
- V. CANCELLATIONS**- Lessee may cancel the Rental more than seven (7) days in advance with no penalty. Cancellations made between seven (7) days and two (2) days before Rental shall incur a \$25 cancellation penalty. No refunds on cancellations within forty-eight (48) hours of rental start time. The Board of Directors may cancel any Rental, without recourse, by giving fourteen (14) days written notice.
- VI. TIMES OF USE** – The Rental period is for twenty-four (24) consecutive hours (see VIII 8), beginning at 9:00 a.m. All usage and cleaning must all occur within this time period. An Executive Board member will inspect the clubhouse and park at the end of the rental time.
- VII. RENTAL INFORMATION** – Type of Function (describe) _____

Which of the following will be used/served (circle all that apply) Food Beer Wine Decorations
Expected Number of persons at Party/Function _____

- VIII. CONDITIONS, AND EXCEPTIONS – THE PARTIES AGREE TO THE FOLLOWING:**
- 1) The Lessee must be a resident and or property owner of Paradise Acres Subdivision, Section I, 21 years of age or older and must be on site during the entire rental function. Any function for those younger than 21 years old must have adult supervision (one parent for every 6 persons under 21 years old). Lessees are not allowed to rent the facility and then not attend/supervise the function. All Fees and Deposits must be paid by separate personal check or Money Order. **Cash is not accepted.** Checks should be made payable to: **PARADISE ACRES IMPROVEMENT ASSOCIATION, SECTION I.** A \$30 service fee will be charged on returned checks.
 - 2) Lessee's Maintenance fees must be paid **in full** to be eligible to rent the facility.
 - 3) Lessee and guests shall indemnify and hold harmless Paradise Acres Improvement Association, Section I and the property owners of Paradise Acres Subdivision, Section I, it's Board of Directors, Officers, against any and all injuries and/or damages to persons or death and/or personal property sustained by Lessee or his/her guests while using Paradise Acres Subdivision, Section I clubhouse and surrounding park and property areas.
 - 4) Lessee is responsible for preparations such as light cleaning, dusting, wiping of counters, cleaning of bathroom prior to the use of the facility.
 - 5) Exclusive use of the pier and lake are NOT included in this Contract.
 - 6) Lessee may not use any decorations that will cause damage to the walls, wood, floor or windows or any other part of the clubhouse (inside or outside).
 - 7) Lessee must return all furnishings to the positions originally found prior to the start of the rental.
 - 8) If additional furnishings and/or equipment are brought into the facility, they must be removed during the rental period unless other arrangements are made with Paradise Acres Improvement Association, Section I Board of Directors.
 - 9) The Paradise Acres Improvement Association, Section I Board of Director(s) have the right to be present or visit the clubhouse during the rental to make sure all the rules and policies are being followed. If during the visit the Board of



Paradise Acres
subdivision section I

Director(s) finds any rule violations, the Board of Director(s) has the right to enforce rules and/or end the function with loss of rental fee and deposit.

- 10) As common courtesy the Lessee is required to play any music in moderation so that it does not disturb area residents. If noise complaints are made, Paradise Acres Improvement Association, Section I Board of Director(s) reserves the right to terminate Lessee's contract without refund of rental payment. The Noise should be at a minimum volume after 10:00 p.m.
- 11) If any alcoholic beverages are to be served at the rental, the Lessee assumes full responsibility. The Lessee must obey all state alcohol regulations and is responsible for fines should those laws be violated. The Lessee assumes responsibility that no one under the age of 21 can be served or consume alcoholic beverages; no one who is intoxicated can be served alcoholic beverages; and intoxicated guest(s) must not be permitted to drive home when leaving the function. The Lessee assumes full responsibility for guests when alcohol is served.
- 12) Parking must be along the street or in the area west of the two buildings within the parking area all the way down to the boat launch area (without blocking the entrance to the boat launch). No parking is permitted within the designated park area.
- 13) The clubhouse is a **(smoke free)** facility.
- 14) Pets are not allowed inside the clubhouse.
- 15) Lessee shall be responsible for any damages to the building, fixtures, and equipment during the Rental and shall reimburse Paradise Acres Improvement Association, Section I for any incurred damages.
- 16) During the rental period Lessee shall be responsible for securing the facility including locking all doors and windows when the facility is not occupied. An Executive Board member will keep the entrance key at all times.
- 17) Lessee shall restrict guests to a maximum of 80 people for indoor events. Outdoor events may not exceed 100 people. Large events lasting more than 3 hours shall require outdoor portable toilet units.
- 18) Paradise Acres Improvement Association, Section I Board of Directors reserves the right to deny Lessee rental and use of the clubhouse due to prior misuse of the facilities.
- 19) No unlawful activity is to be conducted in the clubhouse.
- 20) Events open to the public or for which admission is charged is strictly prohibited.
- 21) Lessee shall be responsible for cleaning the facility immediately following the function.
- 22) All trash must be removed from the clubhouse main room, bathroom and park area and disposed of at the Polk County Landfill facilities or removed for off site disposal.

Any dispute arising with regard to this Contract is subject to the jurisdiction of the courts in Polk County, Texas.

IN WITNESS WHEREOF, the parties have executed this contract in duplicate on this the _____ day of _____, 20__ with the intent to be legally bound.

APPROVED BY:

DATE OF USE: _____

Director's Signature

Lessee Signature

Type of Function

Lessee Address

Date Approved

Lessee Contact Number

Lessee Lot, Block Number

\$ _____ / _____ / _____
Security Dep. / Date / CK#

\$ _____ / _____ / _____
Rental Fee / Date / CK#



Paradise Acres Subdivision, Section I Clubhouse Cleaning Checklist

The facility requires thorough cleaning after use. By signing the Rental Contract, you also agree to and accept these responsibilities. After your cleanup is completed, a Board member will inspect the following items for cleanliness and condition. If, at the sole discretion of the inspector, a proper cleanup has not been completed or damage to the facility is noted, the Lessee's Security Deposit will be applied to the charge for cleaning or repairs. The Lessee is liable for actual cleaning fees, all damages, and any missing furnishings or equipment. After cleaning or repairs have been completed, any remaining balance of the Security Deposit will be returned to the Lessee. If the amount of actual cleaning fees, damage repairs, or cost of replacement of missing equipment exceeds the amount of the Security Deposit, Lessee agrees to pay any balance remaining on demand.

NOTICE: Please do not hang anything from the ceiling panels. Removal of tape or use of pushpins or thumbtacks will easily damage them.

CLEANING

- _____ All floors vacuumed swept and/or mopped.
- _____ Bathroom and fixtures cleaned.
- _____ Kitchen area and fixtures cleaned.
- _____ Refrigerator cleaned and all items removed.
- _____ All decorations removed.
- _____ All trash bagged and removed to Polk County Landfill facility.
- _____ All trash in park area picked up and removed to Polk County Landfill facility
- _____ All outdoor trashcans emptied and removed to Polk County Landfill facility.

EQUIPMENT

- _____ Tables folded and chairs stacked.
- _____ Lights turned off inside the building.
- _____ Heating/cooling equipment turned off.
- _____ Damaged or missing fixtures/equipment. (See comments below)

COMMENTS

Lessee's Signature

Board of Director/Inspector Signature

Print Name

Print Name

Date Authorized

Amount of Security Deposit Returned