

**Clayton Homeowners' Association**  
**Clubhouse Rental Application and Agreement**

**Date of Application:** \_\_\_\_\_

**Name of Applicant(s):** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

\_\_\_\_\_ **Alternate Phone:** \_\_\_\_\_

**Reservation Details**

**Date (include day of the week):** \_\_\_\_\_

**Begin Time (circle one):** 10 a.m. or 5 p.m.

**End Time: (circle one):** 3 p.m. or 10 p.m. (12 midnight on Fri & Sat)

**Purpose of Rental (baby shower, graduation party, etc).** \_\_\_\_\_

**Number of Attendees: Adults (16 & older):** \_\_\_\_\_ **Children (15 & younger):** \_\_\_\_\_

**Additional Information or Requests:** \_\_\_\_\_

Applicant must be in good standing with the HOA (maintenance fees paid and no active deed restriction violations). Applicant must be a property owner or resident (renter) in Clayton.

Clayton HOA reserves the right to have a representative appear at the event to inspect the facility to ensure rules of use are being observed.

By signing below, Applicant indicates he/she is responsible for any accident or damages that may occur during the rental period or as a result of the rental. Applicant further agrees to be present at the facility during the entirety of the rental period and provide adequate supervision of guests. Security Deposit (\$200) must be paid in order to confirm reservation (money order ONLY). Reservation requests are reviewed on a first come, first served basis.

**Applicant:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

**RETURN COMPLETED AND SIGNED APPLICATION TO:**

**PROPERTY MASTERS, INC.  
11281 RICHMOND AVE, SUTE J-110  
HOUSTON, TEXAS 77082  
281-556-5111**

**FOR OFFICE USE ONLY!!**

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**Date application received:** \_\_\_\_\_ **Security Deposit:** \_\_\_\_\_ **Rental Fee:** \_\_\_\_\_

**Approved:** \_\_\_\_\_ **Denied:** \_\_\_\_\_ **Reason for Denial:** \_\_\_\_\_ **By:** \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

**CLAYTON HOMEOWNERS’ ASSOCIATION  
CLUBHOUSE RENTAL AGREEMENT  
3705 GREEN CREST DR., HOUSTON, TX 77082**

**1. PARTIES:**

**CLAYTON HOMEOWNERS ASSOCIATION** (The Association);

**RESIDENT:** Homeowner or tenant of property located in Clayton Subdivision, at least 21 years of age, and in good standing with the Association (No deed restriction violations or delinquent amount due on account).

**2. RENTAL FEE & DEPOSIT**

- a. **Resident** agrees to pay the Association a fee for rental of the clubhouse building located at 3705 Green Crest Dr., Houston, Texas 77082 in accordance with attached *Rental Fee Schedule*. A refundable deposit of \$200 (money order **only**) is required at the time of application.
- b. Reservations are made on a first come, first served basis. The date will only be reserved when the security deposit is paid. Failure to include required deposit will delay processing of your application. Application is not considered received until deposit is received.
- c. **Rental fee** must be paid in full (money order **only**) NO LATER than 10 business days before the event.
- d. **Deposit** will be refunded within seven (7) business days following inspection of premises.

**3. VERIFICATION OF IDENTITY & RESIDENCE**

- a. **Resident** must provide a copy of a valid Texas Driver’s license or equivalent ID with current address in Clayton Subdivision in order to rent facility. The name on the driver’s license must be the same as the resident renting the facility.

- b. New residents whose driver's license does not match may prove residence by providing their current Texas Driver's license and TWO of the following documents in the renter's name for a property in the Clayton subdivision:
  - i. Rental Agreement
  - ii. Closing Documents
  - iii. Current Utility Bill
  - iv. Tax Statement

**4. RENTAL PERIOD**

- a. The Association agrees to allow \_\_\_\_\_ (Resident) to use the Clayton clubhouse together with the fixtures and contents therein on \_\_\_\_\_  
\_\_\_\_\_ from the hours of \_\_\_\_\_ to \_\_\_\_\_.

**5. PERMITTED USES AND RESTRICTIONS:**

**VIOLATION OF THE RULES MAY RESULT IN LOSS OF SECURITY DEPOSIT AND  
REVOCAION OF PRIVILEGES**

- a. The rental permits use of the clubhouse ONLY. Guests may use the adjacent playground during the rental however, playground use is not exclusive and the playground remains open to all residents per posted signage. Rental of clubhouse does NOT include use of adjacent swimming pool. Residents with valid gate cards may use the pool during rental, but use is not exclusive and the pool remains open to all residents with a valid gate card per posted signage.
- b. Maximum number of guests (including Resident) at any event at the Clubhouse is 100. If, upon inspection, more than 100 people are in the clubhouse, Clayton reserves the right to immediately CANCEL the event without refund of rental fee or any portion thereof. Upon cancellation, guests must immediately vacate the premises. Resident remains responsible for clean-up of the facility or forfeit the deposit or appropriate portion thereof, according to the *Deposit Fee Schedule*.
- c. Absolutely **NO ALCOHOL** is allowed on the premises, whether inside or outside the building, in the playground area or the parking lot. Consumption or distribution of alcoholic beverages on HOA property is strictly prohibited.
- d. Absolutely **NO SMOKING** permitted.

- e. Chairs and tables must remain INSIDE the clubhouse. Do not take them outside for any reason.
- f. The building shall not be decorated with highly flammable materials. No tacks, nails, staples, tape, or other agent may be used or applied to the windows, walls, cabinets, tables or ceilings. Do not hang or attach anything to the ceiling fan. Failure to comply may result in forfeiture of deposit.
- g. No one may enter the clubhouse in wet clothes. Do not have kids running back and forth between the pool and the clubhouse. Clayton HOA will not be responsible for accidents. Water damage will be assessed against your deposit.
- h. The Resident shall use the clubhouse at his/her own risk and shall be responsible and liable for any and all damages to the building, its fixtures or contents, and the surrounding grounds, including landscaping, incurred during the period of use, and for the conduct of all attendees. Resident and guests are expected to comply with all applicable federal, state, and local laws and ordinances. A law enforcement officer or representative of the HOA may enter the clubhouse at any time to ensure and/or enforce compliance.
- i. Set up time is part of your rental period! It is the responsibility of the Resident to set up the tables, chairs, etc. necessary for the private event. The time needed to set up shall be included in the rental period and is chargeable to the Resident.
- j. Youth Functions: For all youth functions (majority of attendees are under 21 years of age), two adult chaperones who reside or own property in Clayton, shall be required for up to 25 guests. One additional chaperone shall be required for every additional 10 guests above 25. Chaperones must be present during the entire rental period.
- k. The Board of Directors of Clayton Homeowners' Association reserves the right to refuse or cancel any reservation which they feel monopolizes the use of the building or otherwise violates the intent of these rules.
- l. No animals shall be brought into the clubhouse.

**VIOLATION OF THE RULES MAY RESULT IN LOSS OF SECURITY DEPOSIT AND  
REVOCAION OF PRIVILEGES**

**6. CLEANING**

- a. Resident is responsible for cleaning the facility and leaving it in the same condition as it was at the beginning of the rental period.

- b. Resident is responsible for any and all damages to the clubhouse during the rental period.
- c. The \$200 Security Deposit guarantees the facility will be left in good condition. Failure to leave the facility good and in clean condition will result in cancellation of all future reservations made by Resident and the loss of part or all of the Security Deposit.
- d. See attached Checklist for items that must be cleaned, etc.

**7. INSPECTION**

- a. The Clubhouse will be inspected before and after the scheduled event for any damage and to ensure the facility has been properly cleaned and returned to its original state.

**8. DAMAGE**

- a. Resident agrees to be responsible for any and all damage to the premises during the use period and while any of Resident's attendees are on the premises immediately following rental period.
- b. Resident understands the Association will pass through charges for any necessary repairs to the Resident.
- c. The Association is not responsible for lost, damaged, or misplaced property. The Association is released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained arising from the use or occupancy of the Clubhouse and surrounding grounds.
- d. Charges for cleaning or repairing the facility will be first deducted from the Security Deposit.
- e. If the Security Deposit is insufficient to cover the charges, Resident will be invoiced for the difference.

**9. UNPAID COSTS & CHARGES**

- a. Resident will be invoiced for any costs or charges in excess of the Security Deposit. Resident agrees to pay said invoice within ten (10) business days from the date of the invoice. If payment is not timely received, Association may proceed with legal action to collect payment. Resident agrees to bear the cost of such action, including but not limited to, attorney's fees and court costs.

**10. CANCELLATION**

- a. Resident who cancels reservation at least 48 hours prior to event will receive a full refund.
- b. Resident who cancels between 24 and 48 hours prior to event will be entitled to a refund of 50% of rental fee.
- c. Resident who cancels less than 24 hours prior to event will forfeit 100% of rental fee.
- d. Notice of cancellation must be made in writing to Property Masters, Inc.
- e. Refunds due to cancellation by Resident will be made within two business days of receipt of Notice of Cancellation.
- f. The Association may cancel or terminate this Agreement at any time for violations of covenants, conditions or rules contained therein or if Resident ceases to be in good standing with the Association.

I have read the rules and regulations governing rental of the Clayton HOA Clubhouse and understand that I am personally liable for any and all damages and accidents.

I further agree that I am liable for the acts or omissions of my invitees, licensees, guests, relatives, friends and their respective invitees and licensees that may result in violation of any of the terms and conditions set forth relative to the clubhouse rules.

I acknowledge that I have received, read and understand this agreement in its entirety and agree to abide by the terms and conditions, as acknowledged by my signature below:

**VIOLATION OF THE RULES MAY RESULT IN LOSS OF SECURITY DEPOSIT AND  
REVOCAION OF PRIVILEGES**

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Signature

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Printed Name

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Address

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Phone Number

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Email