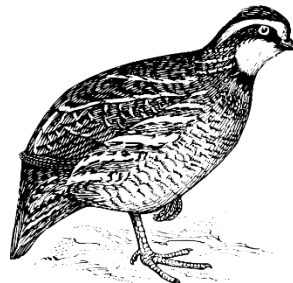


Special Event Rental Agreement

Quail Run C.I.A.

Community Center
16748 Quail Park Drive
Missouri City, TX 77489

Rules and Regulation
Governing the use of Quail Run's Community Center
Revised: January 1, 2024



The Board of Trustees has the right to amend these rules and prices at any times without notice.

**Please read this document carefully and in its' entirety.
Return the document with the deposit and fees to:
16748 Quail Park Drive, Missouri City, TX 77489**

RULES AND REGULATIONS

Applicant

1. Applicant hereby agrees to indemnify and save the Association harmless from all claims of injury including death to persons or from damage to property which arises from any act or omission by the applicants, its guests and invites, or any third party where acts of omissions occur while the permission is in effect in or about the subject premises including costs and expenses of defending against any such claims.
2. **Applicant/Renter of the Quail Run C.I.A. facility must always be present**. The Renter may not sublet the facility for any reason or purpose and may not let anyone use the facility for any use other than that listed on the rental agreement form. **If this clause is violated the HOA has the right to retain the entire deposit on file.**
3. Applicant agrees to use and occupy the subject premises and all areas appertaining thereto, at its own risk and hereby releases Quail Run C.I.A., its Directors, Officers, agents, contractors and employees from all claims for any damage, theft of injury to persons including death or property damage.
4. Applicant hereby agrees not to use, occupy or permit the use or occupancy of the clubhouse for any purposes which is directly or indirectly forbidden by law, ordinance, order and governmental and municipal regulations which may be dangerous to life, limb, or property. In particular, the applicant must adhere to all state and liquor laws.

Facility

1. Usage of the facility can only be used as specified in this agreement.
2. Use of the facility shall be limited to individuals, non-profit member organizations, or social organizations.
3. Approval for use of the facility will be in accordance with the existing Rules and Regulations Governing the use of the Community Center.
4. Renter(s) and guests are only allowed to access their assigned party room, not entering surrounding party's events.
5. The Kitchen appliances can only be used for warming food, **not cooking**. The kitchen is a shared space for all renters of the facility.
6. No pets or animals are allowed in the facility except for service animals.
7. **Smoking within the clubhouse is prohibited**, and applicants assume full responsibility for any violation of this regulation and related damages.

Event

1. **Decoration Policy**
 - a. Any decorations used during the rental period **must be temporary and not mark** any building surfaces.
 - b. The use of either tape, tacks, nails or staples on the walls, floors or ceiling **is prohibited** and will result in a portion of the deposit being withheld.
 - c. All helium balloons must be removed after rental. If balloons or other items are left on ceiling or light fixture, a fee will be charged to retrieve those items.
 - d. Masking tape is normally acceptable if done reasonably and applied temporarily **Only** to glass and plastic surfaces.
 - e. **Chair Covers** – If you are renting chair covers, please confirm measurements fit the Community Center's chairs and tables.
2. **Noise**
 - a. Must be kept down to a level as not to disturb nearby residents. Violations will result in the security deposit refunded at a reduced amount.
3. **Teenager/Young Adults**
 - a. Functions having persons under the age of twenty-one (21) must have **one (1) adult chaperon** for every ten (10) in attendance.

4. **A uniformed security guard** is required for:
 - a. *Teenage/Young Adult functions without parental supervision when over twenty-five (25) persons are anticipated to attend.*
 - b. *Private Adult functions when fifty or more persons are anticipated to be in attendance and alcohol is to be served.*
5. **Alcohol**
 - a. *All Rental **servicing alcoholic beverages** and/or **100 in attendance** must have **2 Fort Bend Constables** for security. No Exceptions!*
 - b. *All Rental **servicing alcoholic beverages** and/or **50 in attendance** must have **1 Fort Bend Constables** for security. No Exceptions!*
 - c. *Rentals with 50 people in attendance **and will not be servicing alcoholic** beverages, no security required.*
 - d. **The Quail Run Community does not serve alcohol.** *If you have alcohol at your event and any type of injury or accident occurs during or after the event or premises or away from the event due to the consumption of alcohol you or your guest will not hold Quail Run C.I.A. liable.*
6. **Set-up and Breaking down**
 - a. **If** the set-up and breaking down of the tables and chairs is done by the community center's staff, an additional fee will be charged (see pages 6 and 7)
7. **Cleaning/Damage Policy**
 - a. *Applicant hereby agrees to be responsible for cleaning up the reserved clubhouse room. All litter and debris must be removed from **the interior and exterior premises** and placed in the designated trash can.*
 - b. ***If the clubhouse** and exterior areas used are adequately cleaned after the function and no damage has occurred, your security deposit will be returned, via US mail within (14-21) calendar days.*
 - c. *Rental storage is not included; all items must be removed after each use of the facility.*
 - d. **A walk-thru of the clubhouse** will be conducted before and after the event. The second walk-thru will take place with the renter immediately after the allotted time has been reached. **Notify the clubhouse coordinator of all areas to be used.**
 - e. *The renter agrees, that if, in the sole judgement of the Association or any of its authorized representatives:*
 - a. *(a) the facility needs to be cleaned or repaired; or (b) **any damaged items** should be replaced as a result of, or attributable to, the Resident's/Renter use of the facility, whether or not the Security Deposit is enough to pay for the cost of such items, then the Association may immediately clean or repair the facility or replace the damaged items. The amount of the security deposit will be applied to any costs, charges or expenses. If the Security Deposit is not adequate to pay for the foregoing, then the Renter agrees to pay any invoiced costs, charges, or expenses within thirty (30) days. Failure to pay the invoiced costs within thirty (30) days will result in the Association addressing the amount as an Assessment or pursue in civil matter to recoup any funds due to the Association.*

Quail Run C.I.A

1. Quail Run C.I.A. reserves the right to cancel event when a HOA function takes priority. Every attempt will be made to allow at least 7 days' notice.
2. Approved Association functions or meetings shall take precedence over non-approved or requested functions not yet approved.
3. Quail Run C.I.A. reserves the right to increase or reduce the fee and/or deposit amount for any specific function.
4. Unless otherwise agreed, the fees and deposit policy will be accordance with the Rules and Regulations governing the use of the Community Center.

******* CANCELLATION POLICY *******

Renter must cancel in writing fifteen (15) days prior to rental date to receive deposit in full. If you cancel seven (7) days prior to your rental date you will receive ½ half of your deposit.

APPLICANT HEREBY AGREES, AS EVIDENCED BY SIGNING BELOW:

- **THAT** you have read and agree to be responsible for the compliance with these rules and regulations and,
- **THAT** you further agree that you will be in attendance at all times while this rental contract is in effect

I UNDERSTAND MY DEPOSIT CAN AND WILL BE FOREFEITED/OR AMOUNT REDUCED IF I DO NOT ABIDE BY THE RULES.

Date(s) of Event: _____

Room(s) Rented: _____

(Print) Name of Applicant/Organization

(Print) Address

(Print) Telephone

Work/Home

(Print) Email

(Signature) Name of Applicant

Date

Identification: Driver's License Number

Identification: I.D. Number

APPLICATION INFORMATION

Application Information is the reference to your signed request of the Quail Run C.I.A. for permission to use the Quail Run Community Center located at 16748 Quail Park Drive, Missouri City, TX 77489.

Name Requesting Reservation: _____

Address: _____

Date Requesting Rental: _____ Room Requested: _____

Type of Function: _____ Hours Requested: _____

Event Details

Event Start Time:	Time Set-up Begins (allowed 1 hour only):
Event End Time:	Time Clean-up Begins (allowed 1 hour only):
Anticipated Number of Attendance:	Alcohol: (please circle) Yes No
Security: (please Circle) Yes No	***Profit Event (please circle) Yes No

Security Details

Officer Name:	Officer Telephone:
Badge Number:	Constable Precinct 2:
Agency Affiliation:	Security Confirmed Date:

Profit Event Details *All Profit Events Require Board Review and Approval*****

Fee to be charged:	Approximate income from fee charged:
Will any guests/attendees implement fees or provide a service that they will get paid for (circle)? Yes No	Approximate combined income expected:
Purpose fee being charged:	

Violation incidence is a Profit Event Details Breach of Contract – Deposit will be forfeited and additional fees will be required.

RENTAL FEE AMOUNT \$ _____ CASHIER'S CHECK/MONEY ORDER # _____

SECURITY FEE AMOUNT \$ _____ CASHIER'S CHECK/MONEY ORDER # _____

EVENT DEPOSIT REFUND \$ _____ CHECK NUMBER _____ DATE: _____

(Signature) Applicant

Date

(Signature) Quail Run C.I.A. Representative

Date

Non-Owners Only Rental Prices (2024)

The Deposit is \$250

Rental per hour

Individual	Price per Hour	Minimum	If exceed Minimum hours
Meeting Room	\$105	n/a	n/a
Upstairs Space	\$225	3 hours	\$150 thereafter per hour
Downstairs space	\$175	3 hours	\$125 thereafter per hour
Gym	\$275	3 hours	\$175 thereafter per hour

**** Upstairs seats 100-150. Downstairs seats 90-100**

Rental per hour

Business/Group	Price per Hour	Minimum	If exceed Minimum hours
Meeting Room	\$175	n/a	n/a
Upstairs Space	\$300	3 hours	\$225 thereafter per hour
Downstairs space	\$275	3 hours	\$175 thereafter per hour
Gym	\$400	3 hours	\$225 thereafter per hour

**** Upstairs seats 100-150. Downstairs seats 90-100**

****Quail Run Set-up Time/Clean-up Time Fee – If requested, Quail Run will do set up and break down. The fee charged for tables and chairs - \$10.00 fee per table (which includes (9) nine chairs).**

****Renter Set-up Time/Clean-up Time Violation Fee – If renter does set-up and clean-up and renter exceeds the one hour allowable time for set-up and one hour allowable time for clean-up, the \$250 deposit will be forfeited.**

SATURDAY GYM RENTALS

Saturday Rentals for Gym is \$400 per hour, minimum of 3 hours. Each hour thereafter will be \$200 per hour.

POLITICAL EVENTS

Rentals are \$500 per hour, minimum of 3 hours. Each hour thereafter will be \$250 per hour.

Owners Only Rental Prices (2024)

The Deposit is \$200

Quail Run Homeowner Benefits

Homeowner Reduced Rates	<i>Quail Run Homeowners that are current with their annual assessments will qualify for a reduced rental rate 1 time per year. Please ask for details.</i>
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Rental per hour

Individual	Price per Hour	Minimum	If exceed Minimum hours
Meeting Room	\$70	n/a	n/a
Upstairs Space	\$125	3 hours	\$100 thereafter per hour
Downstairs space	\$105	3 hours	\$95 thereafter per hour
Gym	\$140	3 hours	\$110 thereafter per hour

**** Upstairs seats 100-150. Downstairs seats 90-100**

Rental per hour

Business/Group	Price per Hour	Minimum	If exceed Minimum hours
Meeting Room	\$100	n/a	n/a
Upstairs Space	\$150	3 hours	\$125 thereafter per hour
Downstairs space	\$125	3 hours	\$100 thereafter per hour
Gym	\$275	3 hours	\$175 thereafter per hour

**** Upstairs seats 100-150. Downstairs seats 90-100**

****Quail Run Set-up Time/Clean-up Time Fee** – *If requested, Quail Run will do set up and break down. The fee charged for tables and chairs - \$10.00 fee per table (which includes (9) nine chairs).*

****Renter Set-up Time/Clean-up Time Violation Fee** – *If renter does set-up and clean-up and renter exceeds the one hour allowable time for set-up and one hour allowable time for clean-up, the \$200 deposit will be forfeited.*

SATURDAY GYM RENTALS

Saturday Rentals for Gym is \$400 per hour, minimum of 3 hours. Each hour thereafter will be \$200 per hour.

Repass Rental

Rental per hour

<i>Homeowner</i>	Price per Hour	Minimum	Room Rental
Free 1 per Year	n/a	3 hours	Downstairs Event Room Only
<i>Non-Homeowner</i>	Price per Hour	Minimum	Room Rental
\$70	n/a	3 hours	Downstairs Event Room Only

Date of Repass: _____ Name of Deceased: _____

 Copy of Obituary (*circle*) or Name and Number of Funeral Home (*print*)

 (*Print*) Applicant Name Homeowner/Non-Homeowner (*circle one*)

 (*Print*) Address

 (*Print*) Telephone Work/Home

 (*Print*) Email

 (*Signature*) Name of Applicant Date

Identification: Driver's License Number

Identification: I.D. Number

RENTAL EVENT CLOSE OUT FORM

A walk-thru of the clubhouse will be conducted before and after the event. The second walk-thru will take place with the renter immediately after the allotted time has been reached.

Usage Date/Time: _____

Usage Fee Required: \$ _____ Date Paid: _____

Deposit Fee Required: \$ _____ Date Paid: _____

Additional Set-Up/Clean-up Time Fee \$ _____ *(if applicable)*

Inspection Passed _____ Yes _____ No

Facilities inspected by: _____
(Signature) Quail Run Co-Ordinator Date

Refund Deposit _____ Yes _____ No

If "No" checked, amount to be retained \$ _____
Deposit Retained Due to (comments):

(Signature) Applicant Name as it appears on contract. Date