

## BRIARGROVE PARK PAVILION RENTAL AGREEMENT

This "Agreement" is by and between Briargrove Park Property Owners, Inc. (the "Association") and the party whose name is set forth below (the "Pavilion User") for the purpose of reserving the Briargrove Park pavilion (the "BGP Pavilion") situated in the Briargrove Park playground located at 2301 Seagler Road, Houston, Texas 77042 (the "BGP Playground"), for Intended Function described below.

Any capitalized terms used but not defined in this Agreement shall have the meaning given to such terms in the BGP Playground and Card Access Agreement.

1. Name of Pavilion User: \_\_\_\_\_
2. Address of Pavilion User: \_\_\_\_\_
3. Phone Number of Pavilion User: \_\_\_\_\_
4. Email of Pavilion User: \_\_\_\_\_
5. Date of Intended Function: \_\_\_\_\_
6. Time of Intended Function: Starting \_\_\_\_\_ .m. Ending \_\_\_\_\_ .m. (2 hours max)  
(The Intended Function may not exceed 3 hours, including all set up and clean up).
7. Intended Function: \_\_\_\_\_
8. Estimated number of attendees: \_\_\_\_\_
9. General Conditions:
  - (a) User Requirements: All Pavilion Users, including Briargrove Park or Briar Court property owners or residents, must:
    - (i) be a BGP Playground Member;
    - (ii) have a fully executed BGP Membership and Access Key Fob Agreement and Rules on file at the Association subdivision office;
    - (iii) be current in the payment of the BGP Playground Facilities Annual Playground Fee; and
    - (iv) have an active BGP Playground Access Key Fob.
  - (b) Fees: A usage fee and a cleanup and damage deposit are charged for the rental and use of the BGP Pavilion and must be paid in either cash in the appropriate amount or by two (2) separate checks at the Association subdivision office prior to the date of the Intended Function. The Association office is not responsible for making change. Credit cards are not accepted. No event will be scheduled until the usage fee and clean up and damage deposit are paid. A schedule of fees and deposits is available at the Association subdivision office.
  - (c) BGP and BC Maintenance Fee: Any Briargrove Park or Briar Court property owner or resident who wishes to become a Pavilion User must be current in the payment of his/her annual Association maintenance fee and other charges assessed under the current deed restrictions applicable to the Pavilion User's property.
  - (d) Reservations: A reservation must be made in person. Phone reservations are NOT accepted.
  - (e) Hours: A Pavilion User may rent the BGP Pavilion only during BGP Playground Facilities hours (8:00 am to dusk) for a maximum of three (3) hours, including set up and clean up. A minimum of one (1) hour must occur between consecutive parties.
  - (f) Rental with BGP Pool Usage: If a Pavilion User desires to use the BGP swimming pool (the "BGP Pool") in conjunction with the Pavilion rental, the Pavilion rental period must occur during normal BGP Pool hours. The Pavilion User must have paid **all** BGP Pool fees and must observe the BGP Pool Rules - General Rules, Code of Conduct and Private Party Rules, copies of which are available at the Association subdivision office.

- (g) Cleanup and Damage Deposit Refund: The cleanup and damage deposit will be refunded if, in the sole discretion of the Association, the following conditions are met:
- (i) BGP Pavilion furniture, if rearranged for the Intended Function, is restored to the placement it was in prior to the Intended Function occurring.
  - (ii) The BGP Pavilion is left in a clean and orderly condition with all trash removed from the BGP Pavilion. Trash removal includes removing ALL decorations (including balloons attached to any fence, gate, street sign, or any other place in the BGP Playground or surrounding areas). Trash is deposited in the trash receptacles located within the BGP Playground area or is taken away with the Pavilion User IF receptacles are full.
  - (iii) Lights and fans are turned off.
  - (iv) BGP restroom facilities are left in a clean and orderly condition with all trash removed from restroom.
- (h) Pavilion User Present: The Pavilion User must be present during the entire Intended Function.
- (i) Only Pavilion Reserved: The usage fee entitles the Pavilion User to the exclusive use of the BGP Pavilion only for the Intended Function and does not entitle the Pavilion User the exclusive use of the BGP Playground or the restroom facilities. In that regard, the Pavilion User will not:
- (i) Close the BGP Playground or restroom facilities;
  - (ii) Use the BGP Playground or restroom facilities to the exclusion of other BGP Playground Members or their guests; or
  - (iii) Deny to BGP Playground Members or their guests' access to the BGP Playground or restroom facilities during the Intended Function at the Pavilion.
- (j) Vendor Approval; Insurance: The Association subdivision office must approve all on site vendors prior to the day of the Intended Function. If any type of equipment is used in conjunction with the Intended Function, a Certificate of Insurance from the vendor will be required to be on file in the Association subdivision office prior to the date of the Intended Function.
- (k) No Barbeque: No Pavilion User, his/her guests or vendors may cook or barbeque in the BGP Playground.
- (l) No Alcohol/Illegal Drugs: No alcoholic beverages, illegal substances or weapons may be used, consumed, served or otherwise provided at any time within the BGP Pavilion, BGP Playground or restrooms, BGP Pool and BGP Pool fenced area, BGP tennis courts gated area, Association subdivision office building, grounds adjacent to the building, and/or subdivision parking areas (collectively, the "BGP Facilities and Areas"). Persons under the influence of alcohol or drugs are not allowed within the BGP Facilities and Areas.
- (m) No smoking: All BGP Facilities and Areas are non-smoking. No smoking, other tobacco use or gum chewing use are permitted within the BGP Facilities and Areas.
- (n) Behavior: Disorderly conduct, profane language and inappropriate behavior are NOT permitted within the BGP Pavilion, BGP Playground and other BGP Facilities and Areas.
- (o) Vehicles: Except for wheelchairs, baby carriages and strollers, no wheeled vehicles (bicycles, tricycles, skateboards, roller blades, etc.) or motorized vehicles are allowed within the BGP Playground. Irresponsible operation of any motor vehicle in the Association subdivision parking lot is prohibited.
- (p) Moonwalk, etc.: No moonwalk or similar structure is permitted in the BGP Playground or BGP Pavilion. Such structures may be permitted at the rear of the subdivision parking lot adjacent to the BGP Playground with the prior approval of the Association subdivision office.
- (q) No Animals: NO animals are allowed inside the BGP Playground or BGP Pavilion, except service animals.

- (r) **No Liability for Damage; Indemnity:** The Association is not responsible for damage to or loss of personal property brought into the BGP Playground Facilities and/or personal injury sustained because of using or entering the BGP Clubhouse Facilities or the BGP Pavilion. The cost to repair or replace any BGP Playground Facilities or the Pavilion because of damage arising from the intentional or malicious acts or the failure to act by a Pavilion User or his/her guests will be the responsibility of the Pavilion User.

**The Pavilion User is solely responsible for the safety and wellbeing of the Pavilion User and all Pavilion User's guests and invitees using the BGP Pavilion and BGP Playground Facilities. In consideration of the right to use the BGP Pavilion and BGP Playground Facilities, by signing this Agreement, the Pavilion User expressly agrees to defend, indemnify and hold harmless BGP and its officers, directors, agents and employees against the consequences, claims, injury, causes of action and/or liability arising in connection with the Pavilion User's use and/or the Pavilion User's guests' use of the BGP Pavilion and BGP Playground Facilities, including but not limited to, such parties' negligence, gross negligence and willful and malicious conduct, regardless of whether such negligence, gross negligence and willful and malicious conduct was the sole, proximate or producing cause or the joint and concurrent proximate or producing cause of the consequences, claims, injury and liability to persons or property sustained as a result of the Pavilion User's use and/or the Pavilion User's guests' use of the BGP Pavilion and BGP Playground Facilities.**

- (s) **Venue; Attorneys' Fees:** Should it become necessary for either the Association or the Pavilion User to institute any action to enforce the provisions of this Agreement, such action shall be instituted in the courts of competent jurisdiction of Harris County, Texas and shall be construed under the provisions of the laws of the State of Texas. The prevailing party may recover all costs of suit and all reasonable attorneys' fees incurred in connection with any such action.

- (t) **Failure to Follow Rules:** The Pavilion User must comply and by his/her signature hereby agrees to comply with (i) all Pavilion usage rules set forth in this Agreement and (ii) all BGP Playground Facilities rules set forth in the Briargrove Park Playground and Access Card Agreement. **Failure to abide by these rules may result in suspension of the Pavilion User's right to use the BGP Pavilion and the BGP Playground Facilities and/or revocation of the right to future use of the BGP Pavilion and the BGP Playground Facilities.**

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PAVILION USER:

BRIARGROVE PARK PROPERTY OWNERS, INC.

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

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_