

**BRIARGROVE PARK
PLAYGROUND MEMBERSHIP, ACCESS CARD AGREEMENT AND RULES**

This Playground Membership, Access Key Fob Agreement and Rules (this "Agreement") is entered into by and between Briargrove Park Property Owners, Inc. (the "Association") and the party whose name is set forth below (the "Playground Member") for the use of the Briargrove Park playground, pavilion and restroom facilities (collectively, the "BGP Playground Facilities") located at 2301 Seagler, Houston, Texas 77042 for the current year.

1. General Conditions:

- (a) Playground Season: The "Playground Season" shall be the twelve-month period from January 1 to December 31.
- (b) Membership Requirements: All persons wishing to use the BGP Playground Facility must meet the following membership requirements prior to the first Playground use in the current Playground Season:
 - (i) Be current in the payment of the Association annual fee if a property owner or resident of Briargrove Park ("BGP") or Briar Court ("BC") or have paid a \$1200.00 non-resident fee.
 - (ii) complete the Playground Membership Application form for the current Playground Season;
 - (iii) sign this Agreement; and fill out a waiver for each person.
 - (iv) In addition, any BGP or BC property owner or resident must be current in the payment of any other charges assessed under the current deed restrictions applicable to the Playground Member's property.
- (c) Fees:
 - (i) A new Playground Member will receive one key fob at no charge. An existing Playground Member will not pay an annual Playground Access Key Fob Fee and will not be required to purchase a new Playground Access Key Fob each year.
 - (ii) An existing Playground Member will only need to purchase a new Playground Access Key Fob to replace a lost or stolen Playground Access Key Fob as set forth in Section 1(f) below. The Resident Playground Member must be current in the payment of the Association annual fee of BGP or BC by January 1 of each year. A non-resident must pay a \$1200.00 fee annually.
 - (iii) A Playground Member is delinquent by February 15, if a BGP or BC resident Playground Member has not paid the Association annual fee. The delinquent Playground Member's Playground Access Card will be deactivated on February 15 and the Playground Member will no longer have the right to use the BGP Playground Facilities. Upon payment at the Subdivision office of the Association annual fee by a BGP or BC resident, the Playground Member's Playground Access Card will be reactivated. A non-resident Playground Member's Access Card will be deactivated on December 31st and reactivated upon payment of the \$1200.00 annual fee.
- (d) Payment: A Playground Member who is a BGP or BC resident must pay all fees and payments by check or in cash. A Playground Member who is a non-resident must pay all fees in cash and present a valid photo ID, a copy of which will be attached to the non-resident's BGP Playground Membership Application. The fees and payments must be paid in the appropriate amount at the Association subdivision office. Office personnel are not responsible for making change. Credit cards are not accepted.
- (e) Playground Access Key Fob: The Playground Member will be issued one (1) Playground Access Key Fob upon satisfaction of the membership requirements listed in section 1(b) above. A Playground Member may purchase one (1) additional Playground Access Key Fob for his/her immediate family. In

no event may a Playground Member's immediate family have more than two (2) Playground Access Cards.

- (f) Lost Playground Access Key Fob: In the event a Playground Member loses his/her Key fob(s), the Playground Member must notify the Association subdivision office immediately so that the key fob(s) may be deleted from the Playground Access system. The subdivision office number is 713-782-6761. The Playground Member is responsible for obtaining a replacement card by paying the replacement card fee for each lost key fob. A fee of \$25 will be charged for a lost playground card if two cards have already been issued.
- (g) Pavilion Rental: A Playground Member may reserve the BGP pavilion located within the BGP Playground Facilities (the "Pavilion") for exclusive use for an intended function during BGP Playground hours (8:00 a.m. to dusk) for a maximum of three (3) hours, including set up and clean up time. The exclusive use is for the Pavilion only and does not entitle the Playground Member to the exclusive use of the other BGP Playground Facilities. A copy of the Pavilion Rental Agreement is available at the Association subdivision office.

2. Rules: The Board of Directors of the Association has formulated and approved the following "BGP Playground Facilities Rules" for benefit and safety of all BGP Playground Facilities users.

- (a) Use of Playground Access Key Fob: Only Playground Members and their guests shall use the Playground Access Key Fob(s). Playground Members may not loan their Playground Access Key Fob to any other person and may not allow any other person to:
 - (i) use the Playground Member's Playground Access Key fob to gain access to the BGP Playground Facilities, or
 - (ii) follow the Playground Member into the locked BGP Playground Facilities without using a separate Playground Access Key Fob.
- (b) Playground Member Present: Playground Members must remain in the BGP Playground with their guests at all times.
- (c) Gate and Restroom Doors: Playground Members will not leave or prop the BGP Playground Facilities access gate or restroom doors open for any purpose or permit their guests to do the same.
- (d) No Barbeque: No Playground Member, his/her guests or vendors may cook or barbeque in the BGP Playground.
- (e) 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 Playground, BGP Pavilion or restrooms, BGP Pool or 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.
- (f) 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.
- (g) Behavior: Disorderly conduct, profane language and inappropriate behavior are NOT permitted within the BGP Playground and other BGP Facilities and Areas.
- (h) 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.
- (i) Animals: NO animals, except service animals, are allowed inside the BGP Playground or BGP Pavilion.

- (j) **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 Playground Facilities. The cost to repair or replace any of the BGP Playground Facilities because of damage arising from intentional or malicious acts or the failure to act by a Playground Member will be the responsibility of the Playground Member.

The Playground Member is solely responsible for the safety and wellbeing of the Playground Member and all of the Playground Member's guests and invitees using the BGP Playground Facilities. In consideration of the use of the BGP Playground Facilities, by signing this Agreement the Playground Member 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 Playground Member's use and/or the Playground Member's guests' use of the 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 Playground Member's use and/or the Playground Member's guests' use of the BGP Playground Facilities.

- (k) **Venue; Attorneys' Fees:** Should it become necessary for either the Association or the Playground Member 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.

- (l) **Failure to Follow Rules:** The Playground Member must comply and by his/her signature hereby agrees to comply with all of the BGP Playground Facilities Rules set forth in this Agreement. **Failure to abide by these rules may result in suspension of the Playground Member's right to use the BGP Playground Facilities and/or revocation of the right to future use of the BGP Playground Facilities.**

This Agreement is executed and accepted on _____, 20__.

PLAYGROUND MEMBER:

BRIARGROVE PARK PROPERTY OWNERS, INC.

Signature

Signature

Printed Name: _____

Printed Name: _____

Title: _____