

**WHITE OAK LANDING HOMEOWNERS ASSOCIATION, INC.
PAVILION USE AGREEMENT**

Dear Member:

The attached Waiver, Acknowledgement and Indemnification have been prepared for completion by all members of the Association wishing to make use of the pavilion for private gatherings.

This document was prepared with the intention of protecting the Association and its members from carrying the burden of any liability, which may arise.

When you have completed filling out the attached forms, please forward them along with the deposit check to:

White Oak Landing H.O.A.
C/O Severn Trent – North America
2002 West Grand Parkway North, Suite 100 | Katy, Tx 77449
O: 281-870-0585
F: 281-870-9170
www.pcmi-us.com

Melissa Klak
Community Manager – PCMI
Email: Melissa.Klak@stservices.com

Please be aware that your assessments must be current before reserving the pavilion. In addition, if there are any damages to the pavilion or the surrounding areas the repairs will be deducted from your deposit.

Thank you for your consideration

**WHITE OAK LANDING COMMUNITY IMPROVEMENT ASSOCIATION, INC.
WAIVER, ACKNOWLEDGEMENT AND INDEMNIFICATION**

This document is in consideration of the White Oak Landing Homeowners Association, Inc. (the "ASSOCIATION"), a Texas non-profit corporation, granting permission to enter and use its recreational facilities at 10851 Tryon in Houston, Texas, and to permit invitee and guests to enter and use the same on _____(date).

I hereby waive all claims for damages or loss to my person and property which may be caused by any act or failure to act of the Association, its trustees, officers, members, agents or contractors. I assume the risk of all dangerous conditions, if any, in or about the facilities and waive any and all specific notice of the existence of such conditions, if any.

I shall be solely responsible for any loss of, or damage to, the Association's facilities, as described herein before, which result from, or are connected with, or which in any way arise out of, which grow out of, or relate to, or are incident to me or my guests, or invitee entering on and/or use of the Association's facilities on the _____ (date) at _____ (time) until _____ (end time).

To the maximum extent permitted by applicable law, but no further I shall defend, indemnify and hold harmless the Association, its trustees, officers, members, agents and contractors against any and all losses, damages, claims, demands, suits, liabilities, judgements and expenses, (included, but not limited to, attorney fees and other costs of litigation), on account of all injury, disease or death of any person or damages to, loss of any property, (including, but not limited to, the Association's property which result from, or are connected with, or which in any way arise out of, or which grow out of, or relate to, or are incident to the entrance on and/or use by me or my guests or invitee even caused by the concurrent or contributory negligence, (of any kind or description), or fault of strict liability of the Association or of the Association's trustee, officers, members, agents or contractors.

In case indemnities required under this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, said indemnities shall be construed to conform to the maximum legal monetary limits and other provisions in the applicable law for so long as that law is in effect.

It is understood and agreed that no alcohol will be served at this event. If it is determined that any alcoholic beverages are consumed at this event, the full amount of the deposit will be withheld and all future use of this community facility will be denied.

IN WITNESS WHEREOF, I HAVE HERETO VOLUNTARILY AND INTENTIONALLY SET MY HAND ON THE _____ DAY OF _____

Name _____

Sign Name _____

Address _____

Phone _____ Email _____

**WHITE OAK LANDING COMMUNITY IMPROVEMENT ASSOCIATION, INC.
CONTRACT FOR PAVILION RESERVATION**

Name: _____

Reservation Date: _____

Deposit Fee: \$100.00, One Hundred Dollars

Type of Function:

Damage to the pavilion and/ or the surrounding areas beyond the security deposit will be billed to the account of the resident reserving the pavilion, payment due upon receipt of the bill.

There will be a One Hundred Dollar (\$100.00) deposit, which will be returned if there is no damage and the pavilion and/or surrounding areas are cleaned properly. Damage and cleaning costs will be deducted from the amount of the deposit.

The pavilion will not be reserved to a resident that does not have a zero balance.

The pavilion will not be reserved to any resident under 21 years of age.

A minimum of two adult residents must be in attendance at all times during any function attended by people 20 years old or younger.

Use of alcoholic beverages, including beer and wine, within the club pavilion facilities is not permitted.

Maximum attendance is limited to 40 persons.

Reserving the pavilion does not include access to the pool. Restroom access is limited to pool opening hours only.

No staples or thumbtacks are to be used to hang banners, signs or ribbons. Only the use of clear tape is permitted. All banners, signs, ribbon, etc., and tape must be removed immediately after the gathering.

The pavilion is for the recreational use and enjoyment of White Oak Landing Homeowners. The use of the pavilion ceases at Nine (9) P.M.

The pavilion will not be used for profit-making functions except those sponsored by the White Oak Landing Homeowners Association Board of Directors.

This reservation form must be kept on your person during the time the pavilion is reserved.

Keep this copy for your records.

Cleanup Requirements:

A. Clean all of the Pavilion Area.

B. If the barbecue grills are used they must be cleaned out.

C. Clean the pavilion slab surface. This includes sweeping and mopping the surface to remove any sticky food or drink residue.

D. Clean and wipe down picnic tables.

E. Participants are responsible for their own trash. Bag all trash and remove from the premises. Replace trash bags in the receptacles.

F. Remove all tape, streamers, balloons etc.

G. Clean restrooms and remove trash from the restrooms, if applicable.

This contract, with all conditions as set forth above is agreed by and a copy was provided to:

Print Name

Signature

Date