COMMUNITY ROOM POLICY, RESERVATION FORM, AND AGREEMENT

COMMUNITY ROOM POLICY

The Sand Creek Village Community Room was funded by Sand Creek residents, who are welcome to exclusive access for residents and organizations that benefit the residents of Sand Creek Village in accordance with the terms of this Agreement.

This Agreement contains all the applicable usage policies, rules, and fees associated with the Sand Creek Village Community Room. The policies are created, reviewed, and approved by the Sand Creek Village Community Association (SCVCA) Board of Directors. Kingwood Association Management (KAM) manages the Community Room for the SCVCA Board of Directors.

If a resident or organization is planning to use the Sand Creek Village pool, a separate agreement and fee is required through Kingwood Community Pool Company, www.kingwoodcommunitypoolcompany.com. Any use of the pool or park/playground area requires compliance with posted rules and community bylaws.

KAM representatives maintain the Community Room booking calendar. Potential User representatives must contact KAM initially to determine Community Room open dates for the User's preliminary planning. KAM will hold a date for one week until a signed Agreement, completed Reservation Request Form and a check for the required deposits payable to Sand Creek Village Community Association are submitted to KAM for review and final approval. KAM will notify potential User of Approval status within one week. If not approved, then KAM will return the deposit checks to the Potential User.

Sand Creek Community Association reserves the unconditional right to deny use by any individual or organization. Possession of the key does not provide right of access at times other than already arranged and booked.

*****FOR OFFICE USE ONLY*****				
Key Deposit Received	Key Returned	Key Deposit Returned	Key Deposit Retained	
C&D Deposit Received	Room Inspected	C&D Deposit Returned	C&D Deposit Retained	
Additional Key Charges	Reason		Value	
Additional C&D Charges	Reason		Value	

RESERVATION FORM

Date Request Received by KAM:				
Name of resident reserving the room:	Phone #			
Address of resident:	Email:			
Type of Event and Facilities:				
Family or Organization Event?				
Purpose of Event:				
Name of Organization:				
Organization Address:				
Event will use (circle all that apply) 1. Main Room, 2. Kitchenette, 3. Playground, 4. Pool (Pool must be reserved separately – see Pool Access on page 3)				
Describe Any Event entertainment and equipment: (attach separate sheet)				
Contact Group Leader for Event:				
Contact Phone:	Email:			
Reservation Statistics:				
Date of Room Reservation Requested:				
Start Time for set up:	Start Time for the Event:			
and Time for the Event: End Time for Clean up:				
Est. Number of Attendees <i>(maximum of 70)</i> :				
Est. Number of Attendees under age of 21:				
Est. Number of Parked Vehicles:				
Event Approved by SCVCA	Date Approved			

AGREEMENT TERMS AND CONDITIONS

DEPOSITS & FEES: There is a \$50.00 key deposit and a \$100.00 cleaning and damage deposit for all events. The deposits are due with signing of this agreement, but at least two weeks prior to the event. Additional fees will be charged for any checks returned by the bank.

The \$50.00 key deposit is fully refundable upon return of the key within one business day. If not returned within one business day of the event, the key deposit is forfeited. Also, they will be invoiced for the cost of re-keying the room door locks if the keys are not returned.

The \$100.00 cleaning and damage deposit is fully refundable after inspection if the room has been restored to a clean and neat condition and no damages are noted. Damages to the room, furniture, fixtures, or appliances will result in automatic forfeiture of the cleaning and damage deposit, and may result in additional charges for repair or replacement of the damaged item or items. In addition, if damages occurred during an event, the next event reserved by the contact person will be charged \$200.00 for the cleaning and damage deposit. If smoking occurred in the room, a smoke removal fee of \$500 will be charged in addition to any other damage forfeitures and charges.

KEY PICK-UP AND RETURN: The room key can be picked up from the Kingwood Association Management (KAM) office, located at 1075 Kingwood Drive, Suite 100, the day before the event. The key must be returned to the KAM office during the first business day after the event in order to receive the key deposit refund. The keys provided to Sand Creek resident or Group Leader shall not be copied or passed on to others.

CLEAN-UP AND DAMAGES: The room user is responsible for cleaning the room immediately after the event. The room user should sweep and mop the floors, clean tables and counters, clean any appliances used during the event, and bag and dispose of all garbage off site. No cleaning equipment or supplies are available in the Community Room. Clearly mark and set aside any furniture that may be damaged or broken and report it as soon as possible to KAM at 281-359-1102. Any damage found before the event should be reported immediately to avoid possible forfeiture of the cleaning and damage deposit and financial responsibility for repair or replacement of the damaged item.

PARKING: There are 17 general parking spaces plus 2 handicap parking spaces available at the Community Park. If additional parking is needed, people can park along the street. Cars parked on the street are required to park on only one side of the street in order to allow for the unimpeded flow of traffic and emergency vehicles. Encourage car pooling and good neighbor policy for street parking.

POOL ACCESS: The pool door is to remain closed and locked at all times. Events in the room may access the pool through the pool door during the summer provided that the room user has made arrangement, in advance, for use of the pool and has obtained an adequate number of lifeguards for event participants. Room user may call Kingwood Community Pool Company at 713-557-8576 to arrange for pool use and lifeguards.

PLAYGROUND ACCESS: The outside playground and outside space is available and open to the public at all times. Special Community Room events cannot limit the use of the playground. This includes activities related to the event. No special equipment (such as a bounce house) can be brought onto the Park/Playground Area. No outside fire, grilling or cooking of any kind is allowed on the playground or any other outside space.

TERMS AND CONDITIONS OF USE:

- 1. Sand Creek resident's Association assessments must be current to use the community room.
- 2. Sand Creek residents may request reservations starting 90 days in advance. Reservations for a recurring event/meeting can be scheduled in January for the calendar year.
- 3. Use by prior arrangement only for all persons. This completed Agreement and Reservation Form and a check payable to Sand Creek Village Community Association for the required deposits must be submitted to KAM at least two weeks in advance of the event.
- 4. If request is denied for any reason, the check will be returned within one week by mail.
- 5. Schedule changes must be cleared to avoid conflict.
- 6. Event cancellation can be done at any time by notifying KAM in writing and all deposits will be returned within one week by mail.
- 7. Entry should be through south door, which has a cover and is near pool entrance, in order to disable the alarm using the code assigned for the event.
- 8. User certifies and agrees that community room will be used for stated purpose only as described on the approved Request form attached to this executed Agreement.
- Resident User changes or Group leader changes must be reported to KAM immediately in writing.
- 10. User will not permit and shall promptly report to proper authorities and KAM any unlawful activity, which might occur during period of usage.
- 11. User is liable for the behavior and actions of friends, family, guest, caterers and any other service provider hired for the event.
- 12. Group leader must be an adult over twenty-one (21) and must be present at function.
- 13. If the function involves children or individuals under the age of twenty-one (21) years of age, Group Leader agrees to provide adequate adult supervision throughout the function. Adequate supervision shall consist of not less than one adult over the age of twenty-one (21) for every ten (10) persons under the age of twenty-one (21).
- 14. Adult supervision includes any participants associated with the event in areas outside the community room including Pool areas and Playground public spaces.
- 15. Wrist tags will be provided based on the number of attendees reflected on the Reservation Form. All attendees must wear wrist tags during the event in order to ensure there is no unauthorized access. Groups can request to waive this requirement if the group will not use the pool or playground areas and can explain how they will control access to the building. Return wristbands with keys.
- 16. Building must be clean and event participants out of the community room no later than 10:00 pm.
- 17. Absolutely NO SMOKING or CONSUMPTION OF ALCOHOLIC BEVERAGES in the building or in the surrounding areas. Violation of the No Smoking rule will result in the levy of a cleaning fee of \$500.00. Presence of alcoholic beverages will result in denial of future use of facilities.
- 18. Absolutely no nuisance to nearby neighbors.
- 19. No animals of any kind are allowed in the building, except service animals.
- 20. No confetti, glitter, firearms, fireworks, or sparklers are allowed in the building.
- 21. No roughhousing.
- 22. No alterations to the structure or décor.
- 23. No perishable or trash of any kind is to be left.
- 24. No access to pool area unless specifically arranged in advance
- 25. No furniture is to be removed from the building for any reason. All furniture shall be returned to the storage room after the event.
- 26. No decorations, banners, signs, or similar items may be attached to any surface of the Association's property. User will be liable for any repairs needed to remedy any violation of this rule including but not limited to repairing, retexturing, resurfacing, or replacing any and all surfaces damaged.
- 27. Any damage or spills must be cleaned up or repaired immediately.
- 28. Any tables, chairs, and equipment shall be lifted and moved rather than scraping across the floor.

- 29. Notify KAM of any problems with the property immediately. Refrain from trying to remedy any electrical, plumbing or other malfunctions.
- 30. The building is kept in good working order, however equipment failures are possible and KAM will make every effort to have them repaired as quickly as possible. Sand Creek Community Association will not be held liable if unexpected community problems, weather conditions or building equipment failures cause the room to be unavailable for the event.
- 31. Group is responsible for setup prior to function and cleanup after function.
- 32. Any décor/personal/rental items must be removed after the event. If found during the KAM inspection following the event, they will be disposed of by KAM.
- 33. Upon vacating premises, Group Leader will:
 - a. Ensure the Facility is clean
 - b. All unused goods, trash and garbage is taken off site
 - c. Note any damages
 - d. Turn off all ceiling fans. Lights are triggered by motion sensors and will automatically turn off approximately 10 minutes after no motion is detected.
 - e. Set alarm.
 - f. Lock all doors.
 - g. Email or text KAM that building is ready for inspection and report any issues
 - h. Return the keys to KAM the next business day.

I have read and understand this agreement and agree to abide by it and be bound by the Community Room Reservation Form and Agreement. In addition, I agree to accept liability for all damages to the community room facility, which may occur during the usage period and hereby release Sand Creek Village Community Association, its Board of Directors, officers, agents, employees, assigns, successors, and each resident from all losses, damages, claims, suits, costs, expenses and disbursements of any kind, including all legal expenses and attorney fees incurred by the Association based upon any claim, demand, lawsuit or action brought by any person or entity whatsoever with respect to any personal injury (including death) or property damage from any cause, including claims of negligence on the part of the Association, with respect to, arising from or in any way relating to the use of the Sand Creek Community Room.

Signature	Date
User/Group Name	Group Leader Name
User/Group Address	Home Phone
Emergency Contact Dercen	Phone
Emergency Contact Person	FIIOHE