

**RESERVATION AGREEMENT FOR USE OF
CYPRESS COVE MAINTENANCE ASSOCIATION'S CIVIC CENTER
(The Civic Center located at 3686 Tanglewood Trail, Spring Branch, TX 78070)**

I UNDERSTAND THIS A NON-SMOKING AND BRING YOUR OWN ALCOHOL FACILITY. I UNDERSTAND MY CYPRESS COVE ASSESSMENT ACCOUNT MUST HAVE A ZERO BALANCE BEFORE RENTING THIS FACILITY. HOMEOWNERS OF LONG AND SHORT-TERM RENTERS MUST BE PAID. HOMEOWNERS ARE RESPONSIBLE FOR ANY DAMAGES CAUSED BY RENTER, OR RENTERS GUESTS, FAMILY MEMBERS OR INVITEES.

TERMS AND PROVISIONS

PARTIES: This Reservation Agreement (this "Agreement") for use of the Civic Center is between Cypress Cove Maintenance Association, a Texas Non-Profit Corporation (the "Association") and

NAME: _____ ("Applicant")

ADDRESS: _____

CELL PHONE: _____

EMAIL: _____

TERM: The rental will begin at _____ a.m./p.m. on _____ (date), ending at _____ a.m./p.m. on the date listed. This time frame for the event MUST include setup and cleanup time. This rental includes the outside area which includes gazebo and screened building for a private function. However, it does not include any other amenity outside of the Civic Center including the swimming pool.

Payment terms are set forth in Exhibit A attached hereto. By signing below, Applicant agrees to comply with all terms and conditions included in Exhibit A.

CIVIC CENTER GENERAL RULES:

1. The Civic Center will not be used for personal gains or commercial activities.
2. There will be NO overnight stays, building will be cleared and secured by 12:00 a.m.
3. Food or water fights are prohibited inside and outside of the facility. No horseplay, silly string, or glitter shall be permitted on the premises.
4. Clean all tables, chairs, counter tops, and sweep/mop floors before leaving the facility. Pick up all trash inside and outside the facility and in the parking lots before leaving. Place all trash in plastic bags and replace a clean plastic bag in the inside trashcan. Empty all trash and deposit in the outside container.
5. Clean and properly store all coffee urns pots, dishes, and utensils. None of the above including table, chairs, or folding table will be removed from the facility.
6. Ensure that stove and ovens are turned off.
7. Do not use tape, screws or nails on the paneling walls or ceiling for any decorations, and paint on any surface is absolutely prohibited. Painter's tape or command hooks are ok as they will not damage the paint or paneling. Decorations must be taken down at the end of the event.
8. Open flames or fires are strictly prohibited inside or outside of the facility.

9. Examine the fire exit plan. Improper discharge of fire extinguisher(s) shall result in a charge of \$250.00 for each instance of same. If applicable, this charge shall be deducted from the security deposit.
10. Check all windows to ensure they are locked, lights are turned off and both doors locked when leaving the facility. Do not remove curtains.
11. Turn thermostat to 50 degrees in winter and 85 degrees in the summer.
12. Check toilets before leaving to make sure they are flushed and clean.
13. Do not block doorways.
14. Neither Applicant nor any attendee of the event shall discharge fireworks of any size or type at the Civic Center or surrounding Association controlled areas.
15. Third party rentals and subletting are not permitted.
16. Applicants must execute and submit the approved waiver form along with this Agreement. The waiver form shall be established by the Board and may be modified and/or amended as determined by the Board.
17. If Applicant is a renter in the community, the Owner of the Lot in Cypress Cove shall be fully responsible for the actions and damages of renter, including any actions or damages of renter's guests, family members, or invitees.

Additional Rules are attached hereto as Exhibit B. By signing below, Applicant agrees to comply with all terms and conditions included in Exhibit B.

I have read and fully agree to the terms herein, including all terms and provisions in the Exhibits attached hereto.

Applicant Initials: _____ Association Representative Initials _____

APPLICANT ACKNOWLEDGES THE INHERENT RISKS INVOLVED IN THE USE OF THE CIVIC CENTER, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, SICKNESS, DISEASE, AND DEATH. APPLICANT ALSO ACKNOWLEDGES THAT USE OF THE CIVIC CENTER IS POTENTIALLY DANGEROUS AND THAT INJURY OR DAMAGE CAN OCCUR WHEN USING THE CIVIC CENTER. APPLICANT ACKNOWLEDGES THAT THE APPLICANT'S USE OF THE FACILITY IS DONE WITH FULL KNOWLEDGE AND DISCLOSURE OF THE RISKS AND DANGERS ASSOCIATED WITH SUCH USE. APPLICANT MUST COMPLY (AND MUST CAUSE ANY GUESTS, INVITEES, OR LICENSEES OF APPLICANT TO COMPLY) WITH THE ASSOCIATION'S RULES, REGULATIONS, GUIDELINES, POLICIES, AND RESTRICTIONS AND ANY LOCAL OR FEDERAL GUIDANCE OR RULES GOVERNING APPLICANT'S (AND APPLICANT'S GUESTS', INVITEES', AND LICENSEES') USE OF THE CIVIC CENTER.

APPLICANT AGREES TO IDEMNIFY AND HOLD THE ASSOCIATION AND THE ASSOCIATION'S BOARD OF DIRECTORS, OFFICERS, COMMITTEE CHAIRPERSONS, COMMITTEE MEMBERS, ATTORNEYS, EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), HARMLESS FROM LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS (WHICH COST INCLUDE, BUT ARE NOT LIMITED TO, ATTORNEY FEES, COURT COSTS, COST OF DEFENSE AND SETTLEMENT COSTS) FOR OR ARISING OUT OF: (1) THIS AGREEMENT; (2) ANY DAMAGE, INJURY, SICKNESS OR DEATH CAUSED TO OTHERS BY OR RELATED TO APPLICANT'S USE OF THE CIVIC CENTER; OR (3) ANY DAMAMGE OR LOSS TO PERSONAL PEROPERTY CAUSED BY OR RELATED TO APPLICANT'S USE OF THE CIVIC CENTER.

APPLICANT ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT APPLICANT ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND APPLICANT FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OR

WARRANTIES, NOR HAS THE APPLICANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE CIVIC CENTER.

APPLICANT UNDERSTANDS, ACKNOWLEDGES AND STIPULATES THAT APPLICANT IS INDEMNIFYING AND HOLDING THE INDEMNIFIED PARTIES HARMLESS FOR ANY INJURY OR DAMAGE THAT OCCURS DURING APPLICANT'S USE OF THE CIVIC CENTER. APPLICANT MUST INDEMNIFY, PROTECT, HOLD HARMLESS, DEFEND (ON DEMAND), AND RELEASE THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS BROUGHT BY APPLICANT OR BY ANY GUESTS, INVITEES, OR LICENSEES OF APPLICANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO APPLICANT'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE FACILITY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, DEFEND, AND RELEASE INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM. APPLICANT UNDERSTANDS, ACKNOWLEDGES AND STIPULATES THAT THE INDEMNITY AGREEMENT INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE INDEMNIFIED PARTIES.

If any action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or other matter is asserted or instituted, or any other event occurs, in each case by a person or entity not a party to this Agreement (each, a "Third-Party Claim") relating to any matter as to which any Indemnified Party is entitled to indemnification pursuant to this Agreement, then the Indemnified Party must promptly notify Applicant of such Third-Party Claim, provided that the failure to so notify Applicant does not relieve Applicant of its obligations pursuant to this section. Applicant's duty to defend applies immediately, regardless of whether an Indemnified Party has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any Third-Party Claim. An Indemnified Party may select its own legal counsel to represent its interests, and Applicant must (i) reimburse such Indemnified Party for its costs and attorneys' fees immediately and upon request as they are incurred; and (ii) remain responsible to such Indemnified Party for any damage or losses indemnified pursuant to this Agreement. Applicant may not, without the applicable Indemnified Parties' prior written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought pursuant to this Agreement. Further, in the event Third-Party Claims are or have been asserted or instituted against Applicant and one or more Indemnified Parties, and such Third-Party Claims relate to or arise out of the same event, occurrence, or transaction (or a series of events, occurrences, or transactions), then Applicant must cause any settlement of such Third-Party Claims asserted or instituted against Applicant to also include, without limitation, a comprehensive settlement and release of claims against such Indemnified Parties. Before any use of the Civic Center, Applicant shall (A) cause its insurance policies (if insurance is required by this Agreement) to be endorsed so that the policies comply with this Agreement; (B) cause its insurance carriers to comply with this Agreement; and (C) not permit its insurance carriers to settle any such Third-Party Claims asserted or instituted against Applicant without also obtaining a comprehensive settlement and release of claims against the Indemnified Parties.

By: Applicant

Date

By: As the designated representative of the Association

Date

EXHIBIT A
Payment Terms

The rental payment structure is listed below. Please note that there the maximum in attendance is 90 persons.

_____ Hours - 1-3 Hours is \$25.00 per hour = \$ _____

_____ Hours - 4- 6 Hours is \$ per 22.50 per hour = \$ _____

_____ Hours - 7-8 Hours is \$18.75 per hour = \$ _____

_____ Over 8 Hours is a flat fee of \$200

There is a \$200 cleaning and/or damage deposit which is refundable after inspection of facility is conducted.

Applicant must leave the Civic Center in substantially the same condition as found upon arrival. Applicant assumes liability for the cost of repairing damage or loss to Association property caused by Applicant and the Attendees and agrees to reimburse the Association for all costs which may be incurred in excess of the security deposit for the repair, replacement, or payment for any property of the Association which is damaged, destroyed, misplaced, or stolen by Applicant or the Attendees.

Payment must be made in two payments, one for the hours and one for the deposit. Applicant shall make payment for the rental fees and security deposit by cashier's check or money order payable to "Cypress Cove Maintenance Association." Payments of the rental fee and the security deposit must be made separately. The Applicant must pay the rental fees and the security deposit, in full, at the time of the reservation. The reservation is not confirmed until the rental fees and security deposit have been paid in full to the Association. Any rental fees charged for hours that the Civic Center was not used are non-refundable.

EXHIBIT B
Additional Rules

Applicant agrees to comply with and be bound by the following additional rules:

1. ...
2. ...
3. ...