

**Enclave by Texas Casador
Community Improvement Association, Inc.**



**CABANA USE AGREEMENT AND RELEASE
(CABANA ONLY – NOT POOL)**

JDH Association Management
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Channelview, TX 77530
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In consideration for reservation of the right to use the Enclave by Texas Casador CIA Cabana area located at Enclave by Texas Casador, Houston, Texas (all such areas herein referred to as the “Cabana”) by the undersigned resident(s) of the Enclave by Texas Casador CIA (hereinafter referred to as “Resident”, whether one or more) for a private party to be held by Resident at the Cabana, Resident hereby agrees with Enclave by Texas Casador CIA, Inc. as follows:

Deposit & Cleaning Fee: \$50.00

Please mail or drop off the signed agreement accompanied by **cash** or **money order** made out to Enclave by Texas Casador CIA, Inc. to JDH Association Management Co.

1. RESERVATION:

DATE OF USAGE: _____ **TIME:** _____

NAME OF RESIDENT RESERVING CABANA: _____

UNIT NUMBER OF RESIDENT RESERVING CABANA: _____

PHONE _____ **ALTERNATE PHONE** _____

Total number of guests allowed in the pool area shall not exceed 25 (including children and adults). Enclave by Texas Casador CIA reserves the right to limit the total number of guests prior to or during the private event. Resident must be present at the event at all time.

2. USAGE:

Resident and Resident’s guests and invitees shall use the cabana only in strict compliance with all rules established by Enclave by Texas CIA for use of the cabana, including all rules posted at the cabana, and each of the following (the “Rules and Regulation”):

- a) The cabana area may be reserved (i) only by a full time resident of Enclave by Texas Casador CIA subdivision and (ii) only if all assessments applicable to the lot upon which resident resides are paid in full.
- b) Enclave by Texas Casador CIA does not employ lifeguards or other personnel to supervise the cabana or pool area located therein. Residents assume all risks associated with use of the cabana (including the pool area) and full responsibility of the conduct and safety of residents and all other persons present at the cabana during resident’s period of use.
- c) All parties shall end (i) for children under age of sixteen by 10:00 p.m. and (ii) for all others by 11:00 p.m. on Sunday-Thursday and by 12:00 p.m. on Friday and Saturday. All clean-up set forth in paragraph 3 (a) shall be completed within thirty (30) minutes following the end of the party.

- d) All persons attending the party shall leave the cabana and pool area (including the adjacent parking areas) within thirty (30) minutes following the end of the party.
- e) Barbecuing, grilling or any other cooking, and use of any glass or other breakable containers or utensils are prohibited in the pool area. Pits and grills must stay outside the fence.
- f) Alcoholic and non-alcoholic beverages are allowed in the cabana and pool area but not inside the pool. Breakable containers are prohibited in the pool area and inside the pool. Breakable containers are allowed inside the cabana area only.
- g) Noise levels, including music, shall be maintained at a level, which is not audible inside any house in Enclave by Texas Casador CIA subdivision or a nuisance or annoyance to area residents.
- h) No animals are allowed in the clubhouse or pool area.
- i) Do not put nails into wall, or use any adhesive to attach anything to walls or ceilings. Any damage caused by this use will be charged to the responsible person renting the cabana.
- j) Cabana chairs and tables are NOT allowed in pool area. Furniture, lounge chairs, or beach chairs are not allowed in the pool.
- k) Use of the cabana for a party is limited to the date and the time set forth above. Enclave by Texas Casador CIA, its officers, agent or employees, shall be authorized to immediately terminate such use and to require resident and resident's guest to immediately vacate the cabana when, in the sole opinion of Enclave by Texas Casador CIA, its officers, agents or employees, the conduct of any person becomes offensive, noisy, dangerous, or illegal, or is otherwise in violation of any rules and regulations or which infringes upon the rights of adjoining property owners or residents.
- l) If alcohol is being served, the renter may be subject to hiring a commissioned police officer and be responsible for all cost. Proof of hire must be submitted with application. The officer may not attend the party as a guest.

3. CLEAN-UP, REIMBURSEMENT AND INDEMNITY:

- a) Renter shall insure that the cabana is left in a clean, sanitary and presentable condition acceptable to Enclave by Texas Casador CIA whose sole opinions and decision regarding acceptability shall be binding on resident. Resident specifically agrees to return all chairs and other equipment to storage, to leave restrooms in a clean and sanitary condition, and to collect all trash and debris for proper disposal. No trash bags shall be left behind. If clean up is deemed necessary by Enclave by Texas Casador CIA, its officers, agents or employees; residents shall forfeit the deposit of \$50.00 to cover cost of clean up.
- b) Renter shall turn off all lights in the cabana area. Restrooms and counter tops must be cleaned. Floors must be swept and cleaned.
- c) Resident shall be fully responsible for, and shall reimburse Enclave by Texas Casador CIA for any and all damages incurred to the cabana, and any equipment or facilities located thereon, resulting directly or indirectly from residents use of the cabana.
- d) Resident will at all times indemnify and keep indemnified Enclave by Texas Casador CIA, its directors, officers, and agents and employees and hold all parties harmless from and against any and all claims, liabilities, damages, losses, costs, charges and expenses of what so ever kind or nature, to persons or to property, including attorney fees, which it shall or may at any time sustain or incur and attributable, directly or indirectly to any legal proceedings or suit instituted to enforce the obligations of residents under this indemnity agreement.

- e) Remove all Blow Up play equipment the same day as the event.
- f) Return of Deposit: Resident shall pay over to Enclave by Texas Casador CIA all sums due by resident to Enclave by Texas Casador CIA under any of the provisions of this agreement immediately upon receipt by resident of a statement setting forth the sums due. Such statement shall set forth a responsible itemization of all cost, charges and expenses due. Resident hereby expressly agrees to accept the statement of Enclave by Texas Casador CIA of any loss, cost, charges, expense or liability incurred or paid by Enclave by Texas Casador CIA by reason of the provision of this agreement as conclusive evidence against resident of the fact and extent of resident's liability to Enclave by Texas Casador CIA.

Enclave by Texas Casador CIA will return deposit to resident after an inspection of cabana has been completed and it has been determined that no damages occurred during rental period.

4. MISCELLANEOUS:

This agreement constitutes the sole and entire agreement between the parties, shall be binding upon their respective success and assigns, and may not be amended except by in writing signed by each party hereto.

SIGNATURE _____ **DATE** _____

**YOUR SIGNATURE ACKNOWLEDGES THAT YOU HAVE
READ, UNDERSTAND, AND AGREE TO ALL TERMS HEREOF.**