

The Boulevard Clubhouse and Premises Use Agreement

Purpose:

The Boulevard Condominium Association (BCA) considers the Clubhouse facility (Clubhouse) and maintenance of the Clubhouse and adjacent premises to be the responsibility of all property owners of The Boulevard. The BCA requests and will appreciate the cooperation of all property owners in helping to keep these facilities a place to be enjoyed for many years in the future. This can only be accomplished if all property owners take direct responsibility in helping and observing the rules that are necessary for the maintenance and safe operation of the Clubhouse.

Eligibility:

All Boulevard Property Owners of record as shown in the Official Public Records of Real Property of Travis County who are current with their dues and fees.

Terms and Conditions:

This agreement entered into by and between the BCA and _____ hereinafter referred to as the reserving party, upon the following terms and conditions, to wit:

A. Reserving party agrees to reimburse the BCA for the costs of any damage inflicted upon the Clubhouse, its fixtures, furnishings or adjacent premises caused by reserving party, any guest of reserving party or any member of its group, whether cause be negligence or otherwise. In addition, reserving party agrees to indemnify and hold harmless the BCA from any and all claims for injuries or damages asserted against the BCA by any member of reserving party's group or any of its guests.

B. Reserving party agrees not to use the premises herein reserved for any unlawful or immoral purpose and shall indemnify the BCA for all fines, costs and attorney's fees that may be incurred by BCA by reason of any breach of this clause by the reserving party. In addition, the Clubhouse shall be used solely for private functions and in no event shall be used for public functions or events of any kind. Further, the use of the Clubhouse for fundraising purposes shall be subject to the prior approval of the BCA Board of Directors. Any such proposed use shall be disclosed by reserving party in writing within a reasonable time prior to the execution of this Agreement. For reasons of safety and limited parking facilities and restrooms, and to minimize unreasonable wear and tear on the BCA, the reserving party agrees to limit the number of persons attending the function or event to 25.

C. It is agreed that the BCA shall set aside the below mentioned date/time for the exclusive use of the Clubhouse by the reserving party at no charge, provided that the reserving party shall deposit in advance with the BCA the sum of One Hundred Dollars (\$100.00) and this signed use agreement. This sum shall be forfeited to the BCA in the event of cancellation within 30 days of the activity scheduled by the reserving party.

D. Reserving party must return this use agreement signed with the deposit within five (5) days of the date below or this agreement is deemed null and void. The deposit, less any expenses, will be returned within 14 days of the date of use by the reserving party.

General Rules:

1. Access to the Clubhouse can be utilized as early as 7:00 A.M. on the reserved date. Access prior to the reserved date for decorations, etc., will be dependent upon previous commitment by the BCA. Reserving party must vacate the Clubhouse no later than 10:00 P.M. on the reserved date. The reserving party can reserve the Clubhouse for one-half day, which is defined as 7:00 A.M. – 1:00 P.M. or a full day, which is defined as 7:00 A.M. to 10:00 P.M. the same day. One reservation per property owner per calendar year will be allowed for any holidays.

2. Paper goods and clean up supplies in storage rooms and cabinets are not to be used by the reserving party.

3. The reserving party is responsible for the cleaning of the Clubroom including: all countertops, sinks, stove, refrigerator, dishwasher, restrooms, barbecue pits, furniture, floors and removal of all trash. Failure to clean up the Clubhouse and adjacent premises will result in forfeitures in part or all of the reserving party's deposit as determined by the BCA.

4. Reserving party shall remove all trash and personal property on or before 10:00 P. M. on the reserved date.

5. Reserving party agrees to use only the Clubhouse building and the common areas adjacent to the Clubhouse. The Swimming Pool is not included in this agreement.

6. Reserving party agrees not to block the mailbox area during the use of the Clubhouse so that other property owners can have easy access to the mailboxes. Reserving party agrees not to allow or permit vehicles to drive on the common area grass for any reason including loading and unloading.

7. Reserving party acknowledges that he has inspected the Clubhouse and is familiar with its condition and state of repair and agrees to accept the same in its present "as is" condition without any representations or warranties by the BCA. Reserving party hereby release the BCA, its officers and directors, from all claims, liability, costs and expenses that may be suffered or incurred by reserving party or any of his guests at or in connection with reserving party's use of the Clubhouse and adjacent premises.

8. No bicycle or any motorized off-road vehicles including but not limited to go-carts, 3 or 4 wheelers or ATV'S, golf carts, scooters, etc., will be allowed in the Clubhouse or on the adjacent premises. No skateboarding, rollerblading, or skating of any type will be allowed in the Clubhouse or on the adjacent premises. No children will be allowed in the Clubhouse unless supervised by a parent or an adult of 18 years of age or older.

9. Reserving party agrees to comply with all BCA rules, the laws of the City of Austin, the laws of Travis County, the laws of the State of Texas, and all United States Federal laws.
Date of Reservation:

Reserving Party: I have read, understand and agree to all above terms and conditions and general rules. Clubhouse alarm instructions are explained on page 3, and I understand false alarm fees will be deducted from the deposit.

Date of Reservation Reserving Party Signature

CONTACT INFORMATION:

Phone: _____ Print Above Name

2nd Phone: _____

Email: _____

RETURN AGREEMENT WITH \$100 DEPOSIT CHECK TO:

The Boulevard

c/o Plateau Property Management

401 Congress, Suite 1540

Austin, TX 78701

Phone: 512-441-1041

Fax: 512-287-4342