



Kirby Creek Village Association

Mailing Address:
8111 EBJ Freeway, Suite 835
Dallas, Texas 75251

Physical Address:
2311 Kirbybrook Boulevard
Grand Prairie, Texas 75052

CLUBHOUSE USE AGREEMENT

Owner's Name: _____

Address: _____

Date of Function: _____

Time of Function: _____

1. The Owner/Resident reserving the clubhouse agrees to be present at the function the entire time.
2. The Owner/Resident will pay a \$_____ fee for the use of the clubhouse within 10 days of making the reservation. The fee is non-refundable unless cancellation is made at least five (5) days prior to use of the clubhouse.
3. A refundable deposit of **\$ 500.00** must be paid at the time the reservation is paid for. Costs for any damage to fixtures, furniture, floors, walls, etc. will be deducted from the deposit. The Owner/Resident will be responsible for any costs and expenses, including attorney fees, expense, costs and insurance deductible to clean or repair damage which exceed the deposit amount. A statement for all costs and expenses to clean or to repair damage will be rendered as soon as possible and must be paid immediately. The clubhouse shall be left in the same condition as received. The clubhouse must be cleaned by 9a.m. the following day. The clubhouse deposit shall be forfeited and the Owner/Resident reserving the clubhouse shall be responsible for any additional expenses for damages and for cleaning if the clubhouse is not cleaned by such time.
4. Type of function planned: _____
(birthday, graduation, wedding reception, etc.)
5. Number of people invited to attend the function is: _____
(50 person maximum)
6. The clubhouse will be vacated and locked no later than: _____
*Hours: Monday-Thursday 10a - 10p
Friday-Sunday 10a - 12 Midnight*
7. If the activities of the function, i.e. music, drunkenness, loud voices, etc. are disturbing neighbors, the Clubhouse Manager and/or Board member will ask that the loudness cease or the function cease. After the first warning, the Clubhouse Manager and/or Board member will close down the function and/or call the police.
8. Owner/Resident agrees that he/she is responsible for his/her guest's actions and any injuries or damages caused by them at all times.



9. Owner/Resident agrees to indemnify and hold harmless Kirby Creek Village Association, its officers and directors, agents and employees, from and against any and all claims, liabilities, losses, damages actions costs, expenses and demands of any part, made against the Association, its officers and directors, agents, and employees arising out of or in connection with any party or event held in the clubhouse by a Owner/Resident pursuant to the clubhouse use agreement or otherwise.
10. The renter understands and agrees to abide by all local, state and federal laws and ordinances and Association rules, By-Laws, Restrictions, regulation and policies which pertain to residents, guests and invitees while using the clubhouse. The renter understands that any violation, including unpaid costs and expenses shall be grounds for immediate termination of the right to use the clubhouse, and pool privileges for one (1) year. Any such termination shall not waive or change the renters obligations hereunder.
11. Owner/Resident agrees to abide by all rules outlined on the attached Clubhouse Rules.
12. The pool, pool area, tennis court, and all areas surrounding the clubhouse cannot be reserved exclusively by any Owner/Resident.

* If the pool area or tennis court are used by a Owner/Resident while using the clubhouse, it is the Owner/Residents responsibility to clean up around the these areas and leave in good order. The deposit will be forfeited if this rule is violated.
13. All furniture must be put back in order in which it was found. In addition, all lights, ceiling fans, air conditioning/heating, etc. must be turned off or returned to settings at which they were found. All floors, including bathrooms, must be swept and mopped after each event.
14. Venue of any legal proceedings related to this agreement shall be in Dallas County, Texas.
15. Restrooms are **NOT** for the exclusive use of those renting the Clubhouse. Both restrooms are to be made available for pool users during clubhouse functions. Under NO circumstances is the back exterior Clubhouse door (near the restrooms) to be locked during pool hours.

ACKNOWLEDGMENT

I have read this agreement in its entirety and acknowledge my responsibility under this agreement that a violation of any of the above will result in the forfeiture of the entire **\$ 500.00** security deposit.

Owner Name (please print)

Owner Home Phone

Owner Work Phone

Owner Cell Phone

Owner Date of Birth (mm/dd/yy)

Owner Texas Drivers License Number

Owner Signature

Owner Email Address