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## Telfair Palmetto House Facility Use Agreement

**The Palmetto House is a private facility available that may only be reserved by section 28 residents.**

(1) Name of User					
(2) Address of User					
(3) Home Phone		Work Phone		Cell Phone	
(4) Email Address					
(5) Date & Time of Use		Start Time		End Time	
(6) Description of Event					
(7) Number of Guests	<input type="checkbox"/> 1 - 12 <input type="checkbox"/> 13 -24 <input type="checkbox"/> 25 – 43 (maximum capacity 43)				

**1. PARTIES**

Telfair Community Association (“Association”) agrees to allow the person listed in item 1 above (“User”) to use the Association’s facilities located at 2510 Ralston Branch Way, Sugar Land, Texas 77479 (“Premises”) together with the fixtures and contents therein, sidewalks and parking lots on the date and in the times listed in item 5 above (“Access Period”).

**2. USAGE FEE AND DEPOSIT**

The Association does not require a Security Deposit or Usage Fee.

**3. INSPECTION PRIOR TO USE**

Both the User and the Association representative will inspect the Premises at the beginning and end of the Access Period indicated in this agreement. Both parties will note damages and the condition of the Premises.

**4. USE RESTRICTIONS**

- User and the person making this reservation must be at least twenty-one (21) years of age and must remain on the Premises at all times during the function.
- Access Period includes all set up and cleanup time. The Premises must be vacated by midnight.
- User agrees to be responsible and liable for the actions and conduct of all attendees.
- User agrees that nothing shall be attached or suspended from any part of the walls, ceilings or wooden beams (including tape, staples or any other item).
- Smoking is prohibited at all times in all areas of the Premises.
- Alcoholic beverages may be served at adult functions only. Under no circumstances can alcohol be served to anyone less than twenty-one (21) years of age.
- User agrees to pay for any and all unauthorized use of the telephone during the Access Period. This includes calls to local and long distance “hotlines” that charge for connect time or by the minute.
- User agrees that no fees, admissions or cover charges of any nature shall be charged or collected from his/her attendees as a prerequisite or condition of entering the Premises.
- User agrees to comply with all Municipal, State and Federal laws, statutes, ordinances, rules and regulations; all rules and regulations of the Association; and all orders of the Board of Health or other authorities affecting the use of the Premises.

- User agrees not to have on the Premises any articles or thing of dangerous, inflammable, or explosive character that might increase the chance of eruption of fire on the Premises, or that ordinarily would be considered “hazardous” or “extra hazardous” by any responsible insurance company. User agrees not to have on the Premises any firearms, of any type, other than those carried by certified Peace Officers, either Municipal, State or Federal.
- The User and the person making this reservation acknowledge that he/she has received, read, understand and agree to comply with this Facility Use Agreement.
- The Association agrees to provide use of the Premises for the specified period as long as the User is in compliance with the rules governing the use of the Premises.

#### 5. **INDEMNIFICATION**

- User acknowledges that use of the Premises shall be at User’s own risk and releases and agrees to hold harmless the Association, its Board of Directors and its management company from any all claims for damages resulting from damages and injury to any person or property occurring on the Premises or arising out of or as result of User’s use or occupancy of the Premises.
- The Association agrees to use its best efforts to make the Premises available during the Access Period. The User agrees that the Association shall not be liable for damages by reason of non-availability of the Premises caused by events outside of the Association’s control or in the event this agreement is canceled or terminated by the Association for cause.

#### 6. **CLEANING**

User agrees to leave the Premises in a clean and orderly condition at the expiration of the Access Period, as listed below. If upon post Access Period inspection, the Premises do not meet these requirements, the Association shall assign a contractor to complete the work and the User is responsible for the cleaning fee or costs.

- All floors swept, mopped or vacuumed.
- All decorating materials removed.
- All counters, sinks, toilets, cooking areas, bathroom fixtures and other fixtures cleaned.
- All trash containers are to be emptied and all trash removed from the Premises.
- Refrigerator fully cleaned out including freezer.
- Tables and chairs cleaned and straightened.
- All trash removed from the parking lots and outside area around the Premises.

#### 7. **ACCESS CARDS**

User shall have access card activated one (1) business day in advance of the Access Period.

#### 8. **SECURITY DEPOSIT**

The Association will not request any such Security Deposit at this time.

#### 9. **DAMAGE**

User agrees to be responsible and liable for any and all damages to the Premises or additional cleaning needed that is found immediately after the Access Period.

#### 10. **UNPAID COSTS AND CHARGES**

User will be invoiced for any costs or charges for damages or additional janitorial services. User agrees to pay said invoice within ten (10) days from receipt of the invoice. If payment is not received within this time, the Association may proceed with legal action to collect payment and User agrees to bear the cost of such action, including but not limited to, reasonable attorney fees and court costs.

