

BIRCH CREEK FOREST PROPERTIES, INC.
202 BIRCH FOREST DRIVE
SOMERVILLE, TEXAS 77879
revised May 23, 2016

PROPERTY OWNERS AGREEMENT FOR RENTING COMMUNITY BUILDING

In executing this agreement to rent the Birch Creek Forest Properties, Inc. COMMUNITY BUILDING, a check for \$100.00 rental fee for each day rented and a check for \$50.00 deposit are required at the time the building is reserved. After the function has been held, a rental committee member will inspect the building to determine if the building is clean and in good condition. If so, the \$50.00 deposit will be refunded to the renter. Checks and signed contract must be received at least 10 days prior to rental date. The \$50.00 deposit will be forfeited if the facility is not used on the contracted date and the \$100.00 rental check will be returned to you.

1. I agree to meet at the Community Bldg. at 9:00 A.M. with the Key Holder to inspect the building and to get the key the day of rental.
2. The building MUST be cleaned by 9:00 A.M. the next day for a walk through.
3. I agree to meet at the Community Bldg. at 9:00 A.M. the next day with two Key Holders to inspect the building & return key. Failure to do so can result in forfeit of \$50 deposit.
4. I agree NO SMOKING inside the building.
5. I agree to reimburse BCFPI for damage/loss to the building or contents.
6. I will be responsible for my paper goods, etc.
7. I am aware the building rental is over at 10:00 P.M.
8. I understand there is NO PARKING inside the Park area.
9. I understand the Bar-B-Que pits are not to be used.

I understand the COMMUNITY BUILDING belongs to all property owners and is available to rent only to property owners who are paid up on their maintenance fees and will agree to take care of all assets.

I KNOW WHERE THE FIRE EXTINGUISHER IS LOCATED FOR AN EMERGENCY.

I, the undersigned member of BIRCH CREEK FOREST PROPERTIES, INC., for and in consideration of the use of the Corporation's COMMUNITY BUILDING by myself, my family members, and my guests, do hereby agree to indemnify and hold BIRCH CREEK FOREST PROPERTIES, INC., its Directors, its Officers, and its other members harmless from any and all claims, causes of action, and/or damages which might be pursued against or suffered by the Corporation, its Directors, its Officers, or other members for any accident or injury suffered by myself, any of my family members, or my guests in their use of the building or other facilities, and for any accident or injury suffered by anyone not authorized by me but gaining access to the facilities with the use of my rented key or due to the failure of myself, my family members, or my guests to keep the COMMUNITY BUILDING securely locked before and after my use.

Furthermore, in consideration of the use of the COMMUNITY BUILDING, by myself, my family members, and my guests, I also agree to hold BIRCH CREEK FOREST PROPERTIES, INC., its Directors, its Officers, and its members harmless from and I do further agree to indemnify them from any claims, causes if actions or losses arising from any injury to any third parties, which may be caused by myself, my family members, or my guests in their authorized use of the COMMUNITY BUILDING, or by any other persons gaining access to the facilities due to my negligence or that of my family members, or guests as described hereinabove as unauthorized use.

I further understand that by my execution of this agreement, I have released BIRCH CREEK FOREST PROPERTIES, INC., its Directors, its Officers, and its members of and from any injuries or damages which I may suffer in my use of the COMMUNITY BUILDING and other facilities.

(BCFPI rental agreement continued)

Agreement executed this ____ day of _____, 2016

BIRCH CREEK FOREST PROPERTIES, INC

PROPERTY RENTER

RENTAL COMMITTEE MEMBER

RENTER'S SIGNATURE

Date rented for _____

Birch Creek Forest Address

BUILDING RENTAL COMMITTEE

PHONE # _____

SEC __ BLK __ LOT _____

Home address (if different)

Check # _____

Refunded \$50.00 deposit to _____

Date _____

