

**Enclave at Windsor Ridge Homeowners Association, Inc.
Non-Exclusive Use Agreement**

This Agreement does not include sole use of the park

This Facilities Use Agreement is made this _____ day of _____, 20____ by and between
Enclave at Windsor Ridge Homeowners Association, Inc. (Association) and
_____ (User). The Association and User hereby agree as follows:

- 1) **Function.** User wishes to use the Facility/Park located at _____ and agrees that the Facility/Park shall be used for the purpose of _____
_____ and the number of
people invited is _____. (Limit 30 total)
- 2) **Use of Facility.** The Association hereby grants the user the right to use the Facility/Park and the furnishings therein on _____ from _____ a.m./ p.m. to _____ a.m./ p.m.
- 3) **Charges and/or Fees.** User agrees that the Association shall be entitled to assess the User's account in the event of any breach of this Agreement or any violation of the Association's rules and regulations by User or User's guests or invitees. The Association shall also be entitled to assess the User's account for the cost of repairing any damage to the Facility/Park or its contents, the cost of replacing any missing or destroyed items, and the cost of any cleanup required after the Function if User fails adequately to perform its responsibilities for clean up as set forth in this Agreement and the Association's rules and regulations. User shall reimburse the Association for any such costs assessed immediately upon receipt of notice of from the Association of the amount due. It is agreed that all such costs due from User to the Association under this Agreement shall constitute Special Individual Assessments under the governing documents of the Association, which may be collected in the same manner as provided for collection of other assessments under the First Consolidated and Amended Declaration of Covenants, Conditions and Restrictions for the Windsor Ridge (**Enclave at Windsor Ridge**).
- 4) **Clean Up.** USER SHALL BE RESPONSIBLE FOR LEAVING FACILITY IN A NEAT AND CLEAN CONDITION, INCLUDING WIPING DOWN EQUIPMENT AND REMOVING ANY DEBRIS FROM THE GROUND. ALL TRASH MUST BE PLACED IN BAGS PROVIDED BY USER AND PLACED IN TRASH BINS. IF THE BINS ARE FULL, USER IS RESPONSIBLE FOR REMOVING TRASH BAGS FROM THE PREMISES IMMEDIATELY AFTER THE COMPLETION OF THE FUNCTION.
- 5) **Emergency.** In the event of an emergency, such as fire or other situation involving a threat to life or property, User shall first contact 911 and then shall use reasonable efforts to contact Association's Management Company at 972-943-2800.
- 6) **Cancellation.** User may cancel this Agreement by delivering written notice to the Association's Management Company at least 24 hours prior to the Function.
- 7) **Release and Indemnification.** User assumes all responsibilities, risks, liabilities and hazards incidental to the holding of the Function at the Facility/Park. Irrespective of any acts or omissions by the Association or its agents, whether negligent, intentional or otherwise, User releases and forever discharges the Association, its officer, directors, employees, agents and members, past and present and future (the "Released Parties"), and agrees to defend, indemnify and hold harmless the Released Parties, from

and against any and all losses, expenses, liens, claims, demands and cause of action of every kind and character, **including without limitation any claim involving alleged or actual negligence on the part of the Released Parties**, (whether asserted by User or by a guest, permittee, agent, licensee, or invitee of User) for death, personal injury, property damage or any other liability for damages fines or penalties, including costs, attorney's fees and settlements, resulting from, arising out of or in connection with the Function.

- 8) **Right to Terminate Use.** An agent or authorized representative of the Association shall have the right and option to enter the Facility/Park during the Function. Should the Association's agent or authorized representative determine, in his or her sole judgment, that the conduct of any person using the Facility/Park endangers the health or safety of any person, or constitutes a threat to any property, or is deemed to violate federal law, state law or local ordinances, or any rules promulgated by Association, this Agreement may be terminated immediately. Should this Agreement be terminated during the Function, the Association's agent or authorized representative shall require User, User's guests and invitees to leave the Facility/Park immediately.
- 9) **Application and Acceptance.** This Agreement shall constitute an application by User to use the Facility/Park and shall become a binding agreement only upon execution of the Agreement by or on behalf of the Association. In the event the Association declines to accept User's application, User shall be so notified.
- 10) **Decorations.** User may use temporary decorations or signage for the Function so long as such decorations do not damage any improvements or equipment located within the Facility/Park. Decorations or signage may not be affixed to any equipment or improvement within the Facility/Park with adhesive tape of any kind. All decorations including, without limitation, signage and balloons, shall be removed immediately after the Function.

ASSOCIATION

Enclave at Windsor Ridge Homeowners Association, Inc

1800 Preston Park Blvd., Suite 101
Plano, TX 75093

By: _____

Its: _____

User:

Signature

Name (please print)

Address

City/State/Zip

Telephone (Home)

Telephone (Work)

Email Address