

ROCKY CREEK
MAINTENANCE CORPORATION

2005 Rocky Ridge Loop
Canyon Lake, TX 78133

A NON-PROFIT PROPERTY OWNERS ASSOCIATION

Rental Agreement

Rocky Creek Maintenance Corporation, a Texas non-profit corporation ("RCMC") hereby grants _____ of _____. ("Renter") permission to use the _____ located at 2005 Rocky Ridge Loop, Canyon Lake, Texas subject to the terms and conditions of this Agreement, for the following date and time:

Purpose of Use:

Date and Time of Use:

1. The use is limited to the purpose, date, and time shown above. Renter agrees:

- Not to sub-let any facilities covered by this Rental Agreement.
- To vacate the premises immediately on expiration of the agreed time of use.
- To pay \$100.00 per day for use of the building and \$150.00 as a deposit. RCMC agrees to return the deposit to Renter without interest within one week after the date of use, provided Renter has complied with all of the terms, conditions, and covenants of this agreement. Refunds are made by check, not cash.
- That the deposit may be commingled with RCMC's other funds, will not accrue interest, and is not a measure of RCMC's damages in case of default by Renter.
- If a Pavilion is rented, Renter agrees to pay \$25.00 per day for use of a pavilion and \$50.00 as a deposit. RCMC agrees to return the deposit to Renter without interest within one week after the date of use, provided Renter has complied with all the terms, conditions, and covenants of this agreement.
- If any check given to RCMC by Renter or other person on Renter's behalf is returned uncollected by a bank for any reason, Renter agrees to pay a returned check charge in the amount of \$25.00.
- To indemnify, defend, and hold RCMC harmless from any and all fines, levies, losses, claims, demands, causes of action, costs, including attorney's fees, or other proceedings arising directly or indirectly from this agreement or the use of the facilities and any other RCMC property, including the pool, by Renter or Renter's agents, employees, invitees, or family, or guests.
- To abide by all rules and regulations that are posted in a conspicuous place at the facility at the time of signing this agreement or as amended from time to time.
- That the rules and regulations are incorporated into this agreement for all purposes.

2. Renter may terminate this agreement by giving RCMC written notice. Renter will forfeit the deposit on failure to give written notice of termination.
3. RCMC may terminate this agreement without cause by giving Renter written notice no less than thirty (30) days prior to the agreed date of use.
4. Upon completion of use, Renter agrees to vacate the facilities and leave it in a reasonably clean condition.
5. Renter will pay RCMC the cost of repairing any damage, except normal wear and tear, to the facilities caused by Renter, Renter's employees, agents, assigns, invitees, family or servants.
6. Renter will not alter or modify the facilities in any manner without express written consent of RCMC.
7. Time is of the essence in this agreement. The following will be deemed to be events of default by Renter under this agreement:
 - a. Payment for use of the clubhouse and deposit is not received at the time the license is signed.
 - b. Renter fails or refuses to timely comply with any one or more of the terms, conditions or covenants of this agreement;
 - c. Renter gives false information regarding his identity, address, telephone or use of the facilities.
8. If Renter is in default or breach of this agreement, RCMC may choose any one or all of the following remedies without prejudice to any other remedy and without additional notice to Renter:
 - a. Deny Renter access to the facilities;
 - b. Terminate this agreement without notice;
 - c. Exercise any remedy or right allowed by law;
9. No waiver by RCMC, its agents, employees, or representatives, of any breach or default of any covenant or condition of this agreement will constitute a waiver of any subsequent breach or default.
10. RCMC is not liable to Renter for injury or death as a result of Renter's use of the facilities or any other RCMC property including the pool.
11. RCMC does not take care, custody, control, possession or dominion over Renter's property and does not provide protection for Renter, Renter's property, or the facilities.
12. RCMC has no obligation or liability to Renter, Renter's invitees, family, employees, agents, or servants for loss of or damage to persons or property due to conduct or negligence of Renter or third parties; the active or passive acts or omissions or negligence of the RCMC or RCMC's agents or employees; theft; vandalism; acts of God; pests; fire; smoke; explosions; moisture; water; weather; injunction; riot; court order; or any other cause whatsoever.
13. If RCMC institutes any proceeding arising from any covenant or condition of this agreement, Renter agrees to pay RCMC's reasonable attorney's fees, costs of court, and other expenses associated with the proceeding unless RCMC is found to have acted with malicious intent or gross negligence.

14. RCMC may require identification of any person on facility property, and condition access in any manner deemed reasonable by RCMC to maintain the facility.
15. Whenever possible, each provision of this agreement will be interpreted in a manner so as to be effective and valid under applicable law. If any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will continue in full force and effect and will in no way be affected, impaired, or invalidated.
16. This agreement will apply to, bind, and inure to the benefit of the successors, heirs, assigns, and representatives of the parties.
17. This agreement will be governed and construed in accordance with the laws of the State of Texas, and venue will be in Comal County, where the facility is located.
18. This agreement constitutes the sole and entire agreement of the parties relating to the rights granted and the obligations assumed. No oral representations or modifications concerning this agreement will have any effect. RCMC's agent is not authorized to waive or alter any terms, or to make representations that impose any duty on the RCMC not included in this agreement. There are no other special conditions or provisions other than those listed below or attached and signed by RCMC and Renter.

Renter uses the facilities at Renter's own risk.

Renter agrees that Renter will attempt to settle any dispute with RCMC, including any claim for bodily injury or property damage, by mediation before filing a lawsuit in any court.

I acknowledge that I have read, understood, and agreed to all the terms, covenants, and conditions contained in this agreement, which consists of front and back pages and any addendum identified above, and have not relied on any advertisements or oral statements not contained in this agreement. By signing below, I agree to be personally responsible for all obligations of this agreement.

Executed on _____, at Comal County, Texas.

Renter: _____

Rocky Creek Maintenance Corporation:

By: _____

Name/Title: _____

Keep a copy of this agreement to protect your legal rights.