

Colony Creek Village C.A.
Tennis Court & Park Agreement

The parties to this agreement are Colony Creek Village C.A. hereinafter referred to as the Association and _____ hereinafter referred to as Resident.

The Association hereby issues a key to the Association's tennis courts located at 17102 Colony Creek Drive, Houston, Harris County, Texas, and the Association's playground located at *Houston, Harris County, Texas, which is subject to the following and the Rules which are attached hereto and incorporated herein as if fully set forth, all of which may be amended from time to time by the board of Directors:

1. Resident certifies that he/she is a resident of Colony Creek Village C.A., that resident, family members and their accompanied guests (no more than three (3) per household for the tennis courts) will be the only persons using the facility, and that non-residents of Colony Creek Village C.A. will not be allowed to use the facility unless accompanied by a resident.

2. If Resident is not living at their residence in Colony Creek Village C.A., Resident agrees to provide the individuals who are residing at their property in Colony Creek Village C.A. with a copy of this Agreement and the Rules and Regulations. Resident also agrees to provide help and assistance to the Association in enforcing this Agreement and the Rules and Regulations if any of the individuals who are living on their property are violating these documents.

3. The Resident agrees to protect, defend, indemnify, and save the Association, its officers, directors, employees, and representatives, harmless from and against all claims, demands, and causes of action of every kind and character, losses, costs, expenses and attorney fees, and damages of every kind and character, without limit, for injury and death of any person or damage to any property, if it is caused by the sole negligence of the Resident, or the joint and concurrent negligence of the Resident and the Association, or the sole negligence of the Association, arising out of or asserted as arising out of, in connection with or incidental to, the Resident and his/her guests use of the Colony Creek Village C.A. Tennis Court Facility and Playground.

4. Resident shall be personally liable for and shall pay upon demand, for any damage to the Colony Creek Village C.A. Tennis Court Facility and Playground.

5. Resident shall be personally liable for and shall pay upon demand for any damages to the Colony Creek Village C.A. Tennis Court Facility and Playground as a result of unauthorized use of their key to the facility.

6. Resident agrees to forfeit the right to use the Tennis Courts and the Playground for violating the Agreement of the Tennis Court / Playground Rules or allowing use of the key to the Colony Creek Village Tennis Court Facility and Playground by persons other than residents of Colony Creek Village C.A.

7. Resident shall not permit and shall promptly report to law enforcement officers, any unlawful activity or incidents occurring during the Residents use of the Colony Creek Village C.A. Tennis Court Facility and Playground.

8. There shall be no Bar-B-Que, pits, coolers, vehicles, bicycles, strollers, skateboards, roller skates, motorized vehicles, etc. allowed on the courts or the playground. The courts are only to be used for playing tennis with NO EXCEPTIONS!

9. There are to be no more than four (4) people allowed per court. No more than three (3) guests per household shall be allowed at the tennis court facilities.

10. There will be a playing time of one (1) hour when other residents are waiting to use the courts. Players should relinquish their court after one (1) hour when other players are waiting. This rule applies to teams or persons per court, not one (1) hour per individual.

11. Resident is aware that the locks to the Colony Creek Village C.A. Tennis Court Facility and Playground may be changed annually and residents may obtain a new key by turning in the old key to the Management Company. There will be a charge of \$ 20.00 for new or to replace lost or stolen keys.

12. Future guest and/or rental fees may be levied by the Board of Directors.

13. There shall be no tennis lessons conducted on or at the tennis courts, unless you have obtained approval in writing from the Board of Directors of Colony Creek Village C.A. prior to giving the lesson.

14. Resident is aware that if this Agreement or the attached Rules are violated the board can suspend the resident's use of the Colony Creek Village C.A. Tennis Court Facility and Playground

Resident has read this Agreement and has been given a copy of the Rules regarding the use of the Colony Creek Village C.A. Tennis Court Facility and Playground.

Please sign and return this page only.

Resident _____

Date _____

Address _____

Phone _____

List all Members of household authorized to use key:

Office Use Only:

Key Number Issued _____

Date Issued _____

Check Number / Amount _____