

PAVILION RENTAL AGREEMENT

Afton Village Swim Club
P.O. Box 550224 • Houston, Texas 77255-0224

Renter:		Event Date:	Number of Guests: (40 Person Maximum)
Address:			
City:		State:	Zip Code:
Telephone:		Email:	
Start Time: (2 hour maximum rental)	End Time: (2 hour maximum rental)	Rental Fee:	Security Deposit:
Renter agrees to the terms of this Pavilion Rental Agreement.			Date Signed:
Signed:			

Please make all checks payable to Afton Village Swim Club and mail the checks to the P.O. Box listed above.

1. VENUE RENTAL. Subject to availability and the terms of this Pavilion Rental Agreement (this "Agreement"), Afton Village Swimming Pool Club ("AVSC") hereby grants the above-named Renter a limited, revocable license to use the pavilion area (the "Venue") located at Afton Village Swim Club (the "Club") on the Event Date from the Start Time until the End Time for the purpose of Renter's private party, barbeque, gathering, and other related private event (with such license, use, and purpose being the "Event"). Renter's Event shall last no longer than 2 hours.

2. PAYMENT. Renter shall pay a **non-refundable** Rental Fee when it signs this Agreement. The Rental Fee should be paid by check made payable to Afton Village Swim Club and mailed, along with this completed Agreement, to the P.O. Box listed above. If Renter's Event ends before 2:00 pm, then the Rental Fee shall be \$150.00 plus the \$50.00 refundable Security Deposit. If Renter's Event ends at anytime after 2:00 pm, then the Rental Fee shall be \$200.00 plus the \$50.00 refundable Security Deposit. If a check from Renter is returned for insufficient funds or otherwise unpaid, Renter shall promptly pay such amount, plus a \$25.00 service fee, by cashier's check.

3. NUMBER OF GUESTS. Renter is allowed to have up to a total of 40 people at Renter's Event. Renter may permit up to the above-stated Number of Guests (each, a "Guest" and collectively, "Guests"), inclusive of Renter and Vendors, whether swimming or not, to enter the Club or attend the Event. Renter shall obtain all necessary permits, licenses, and consents related to the Event and shall otherwise comply with all laws related to the Event. AVSC or the lifeguard may limit people in the swimming pools, even if it means that some patrons can swim and some Guests cannot. Renter shall not exceed the Number of Guests, as the total number of patrons at the Club affects the number of lifeguards needed.

4. SETUP. Renter is responsible for all setup for the Event and may begin setup for the Event 30 minutes prior to the Start Time on the Event Date, but no earlier than the Club's opening time, as posted on AVSC's website.

5. OTHER PATRONS; USE OF ITEMS. AVSC grants Renter exclusive use of the seating areas (including the tables and chairs in the Venue during the Event) within and one grill at the Venue, but Renter understands that other patrons may use the other grill during the Event. If Renter requests, AVSC or a lifeguard will provide 2 folding tables.

6. CLEANING. Within 30 minutes after the End Time, Renter shall cause the Venue (and to the extent caused by the Event, the Club) to be: (i) free from trash and other debris; (ii) free from equipment and other property; (iii) free from Guests and Vendors (who must also leave the Club); and (iv) clean (including putting tables and chairs back to their prior arrangement, wiping the tables and chairs off, and, if used, cleaning the grill). If any equipment, property, Guest, or Vendor remains in the Club after such time, Renter shall pay a \$50.00 late fee per hour, rounded up to the nearest hour. Renter may not store any property at the Club. If Renter fails to return the Venue clean and in its condition when delivered, Renter shall pay a \$250.00 cleaning fee, plus AVSC's out-of-pocket expenses.

7. NOT INCLUDED. This Agreement does not include and AVSC is not required to provide any of the following: (i) catering, food, or food service equipment or facilities; (ii) decorations, props, platforms, tents, or banners; (iii) microphones, audio/visual devices, amplifiers, speakers, disc jockey equipment, or staff; (iv) alcohol or alcohol service; (v) labor or security for the Event; or (vi) setup or take-down of the Event.

8. DECORATIONS; NOISE. Renter may not use or permit water balloons, confetti, party-poppers, stickers, decals, paint, silly string, or glitter at the Event. Other celebration

materials or decorations must be approved by AVSC. Renter may not use nails, tacks, pins, screws, tape, glue, fasteners, or adhesives unless AVSC approves and they do not deface the Venue. Unless AVSC agrees in writing, Renter shall not permit pyrotechnics, bonfires, sparklers, open flames, fireworks, candles, or explosive materials to be used during the Event. AVSC may, from time to time and in its discretion, limit the noise, music, and sound volume of the Event. Renter shall not allow the Event to exceed such limits, to be a nuisance or to violate any noise ordinance.

9. VENDORS. "Vendor" includes Renter's party planners, entertainers, servers, vendors, security, caterers, photographers, videographers, and musicians. AVSC may require Vendors to provide property, casualty, or other insurance of a type and amount AVSC designates and naming AVSC as additional insured. AVSC may require Vendor to provide a certificate of insurance. AVSC may ban Vendors from serving the Club. Renter hires all vendors at Renter's cost.

10. ALCOHOL; GLASS. Renter or its Guests may not consume alcohol if under the age of 21 years or intoxicated. Renter may not permit alcohol to be served to minors or intoxicated persons. If AVSC or a lifeguard, in its discretion and without obligation, deems alcohol consumption at the Event to be excessive, AVSC or such lifeguard may require Renter or any Guest to stop such consumption or leave the Club immediately. Renter shall not bring or permit its Guests or Vendors to bring glass into the Club.

11. SAFETY. Renter and its Guests and Vendors shall comply with any posted rules at the Club. The lifeguard's interpretation of the rules is final. If AVSC so requires, Renter shall, at Renter's cost, provide law enforcement officers as security for the Event. If Renter or its Guests are unruly or break any Club rule, AVSC or the lifeguard may require Renter or its Guests to leave the Club immediately. **Renter shall cause all Guests who are children to be supervised at all times by an adult** and shall not permit pets (other than service animals) in the Club. Renter and its Guests may not run or horseplay near the pools. Renter and its Guests may not dive into the swimming pool, other than in areas designated for diving.

12. PARKING; RESTRICTED AREAS. AVSC may designate areas of the Club as off limits. Renter shall not enter or permit any Guests or Vendors to enter such areas. AVSC may restrict whether and where smoking is permitted. **AVSC does not provide parking for the Event.** AVSC is not liable for damage to Renter, Vendor, or Guest vehicles.

13. SECURITY DEPOSIT. In addition to the Rental Fee, Renter shall pay a Security Deposit when it signs this Agreement. AVSC may apply the Security Deposit to any damage from the Event, to cleaning the Venue if Renter fails to clean it, to any amount owed by Renter, and as otherwise provided in this Agreement. AVSC will refund any unused portion of the Security Deposit within a reasonable time after the Event Date.

14. ACCEPTANCE. Renter may mail this Agreement and the check for the Rental Fee and Security Deposit to the above-stated address. AVSC has not granted a limited, revocable license to Renter to use the Venue until: (i) AVSC receives this Agreement, the Rental Fee, and the Security Deposit; and (ii) AVSC notifies Renter that AVSC has accepted this Agreement.

15. CANCELLATION. Renter acknowledges that AVSC would find it difficult finding a replacement renter if Renter cancels the Event. Accordingly, if Renter cancels the Event, AVSC may retain the Rental Fee. AVSC has no obligation to reschedule the Event Date if Renter so requests but may charge a change fee (not to exceed the Security Deposit amount) if it does so and any such rescheduling is subject to availability.

16. WEATHER. Renter understands that for the safety of all people at the Club, AVSC may immediately cancel the Event or close the Club prior or during the Event due to severe weather or the threat of severe weather (including rain, wind, hail, thunder, or lightning) at or near the Club. If AVSC cancels the Event or closes the Club prior to the Event, AVSC may reschedule the Event with Renter, upon Renter's request and based upon availability; however, if AVSC is unable to reschedule the Event with Renter, AVSC shall refund the Security Deposit. If severe weather occurs during the Event, AVSC may refuse to reschedule the Event. Additionally, if severe weather occurs during the Event, Renter and its Guests shall immediately exit the swimming pool area.

17. LOST ITEMS. If Renter or any Guest or Vendor forgets or leaves an item or article, AVSC may hold it for one week, then discard it if unclaimed. AVSC is not liable for forgotten or lost articles or items.

18. LIFEGUARDS. Renter understands that the lifeguards are provided through a third party pool management company and are not employees of AVSC. The lifeguards are not authorized to bind AVSC, to give consent on behalf of AVSC, or to speak for AVSC, except as provided in this Agreement.

19. VENUE DAMAGE. Renter shall pay AVSC to repair or replace any damage to the Venue or Club during the Event, whether caused by Renter, a Guest, or a Vendor. AVSC may apply the Security Deposit toward the cost thereof, but the Security Deposit does not limit such cost or constitute a liquidated damage.

20. PHOTO CONSENT. Renter hereby unconditionally, irrevocably, and without remuneration, consents to the AVSC Parties taking, producing, reproducing, using, altering, and publishing audio/video recordings, pictures, photographs, and descriptions of Renter, any Guests, any Vendors, the Event, and the Event's decoration, operation, setup, or layout for any purpose.

21. LIABILITY RELEASE; CLAIMS WAIVER. Renter hereby irrevocably and unconditionally releases, waives, discharges, relinquishes, and acquits AVSC and its directors, officers, employees, members, agents, tenants, successors, assigns, mortgagees, and contractors (collectively, the "AVSC Parties") from all claims, demands, debts, losses, suits, expenses, actions, and liabilities, known or unknown, liquidated or unliquidated, fixed or contingent, foreseeable or unforeseeable, arising from or related to any of the following (even if resulting in the death or injury of Renter, a Guest, or a Vendor): (i) the Event; (ii) an act, omission, or presence at the Club or Venue of Renter, a Guest, a Vendor, or other person; (iii) the Club's condition; (iv) AVSC's performance of this Agreement; (v) any instruction by an AVSC Party; (vi) any instruction by a lifeguard; (vii) any use of the grill; or (viii) any danger, risk, or hazard indemnified against, understood, described, or assumed in this Agreement.

22. DAMAGE WAIVER. Renter hereby unconditionally and irrevocably releases, waives, discharges, and relinquishes any claim or right to punitive, treble, indirect, exemplary, consequential, or special damages (including lost or forfeited Security Deposits or Rental Fees) against the AVSC Parties arising from or related to the Event, the Club, this Agreement, the Venue, any Guest, or any Vendor.

23. INDEMNITY. Renters shall indemnify, defend, and hold harmless the AVSC Parties from all damages, expenses, fines, judgments, penalties, liabilities, fees, and other costs arising from or related to any of the following: (i) the Event; (ii) the act or omission (whether or not negligent or intentional) of Renter, any Guest, or any Vendor; (iii) swimming; (iv) Renter's failure to perform its obligations in this Agreement; (v) alcoholic beverages or intoxicated persons served at the Event; (vi) any violation of posted rules; (vii) damage or injury to or caused by Renter, a Guest, or a Vendor; (viii) use of the grill; and (ix) the occurrence of any risk, hazard, or danger described in this Agreement. This indemnity includes claims, actions, settlements, suits, and proceedings, whether judicial, administrative, legislative, mediative, arbitral, investigative, appellate, criminal, or civil in

nature, whether decided on procedural grounds, decided on its merits, settled, or otherwise finished, and regardless of whether fault is designated. Renter's duty to defend: (i) permits an indemnified party to select its counsel; (ii) exists if the claims or allegations appear to pertain to the items enumerated above, regardless of how groundless, defective, untrue, or unsound they appear; (iii) includes promptly paying attorney's fees and other expenses related to defense upon request, whether as a payment, reimbursement, or advancement, and without more than a summary invoice from such counsel; (iv) applies regardless of the strict liability or comparative, contributory, concurrent, or joint negligence of an indemnified party; and (v) continues through final resolution.

24. ASSUMPTION OF RISK. Renter understands that the Venue is an outdoor pavilion at a swimming pool and that there are certain risks inherent to the Venue which contribute to its character, but may affect the Event or endanger or risk injury, death, or property damage to Renter, its Guests, and its Vendors, including: (i) drowning; (ii) slippery walkways; (iii) burns from the grill; (iv) adverse reactions to chlorine; (v) insects; (vi) noise from adjacent properties; (vii) inclement weather; (viii) the unavailability, inadequacy, or loss of electricity; (ix) governmental requirements; (x) insufficient or inadequate restroom facilities; and (xi) uneven ground. Renter assumes the risk that any of the foregoing may occur and for all losses, costs, damages, fees, fines, liabilities, and expenses that result therefrom.

25. VENUE & CLUB CONDITION. AVSC disclaims all warranties related to the Club and Venue, express or implied, including any warranty of merchantability, habitability, good or workmanlike quality, suitability, safety, compliance with law, tenability, title, or fitness for a particular purpose or use. AVSC grants the license hereunder and provides the Venue and Club AS IS, WHERE IS, and WITH ALL FAULTS, without warranty, express or implied.

26. REMEDIES. If Renter breaches this Agreement or another agreement between the parties, AVSC may: (i) cancel the Event (even if in progress) and retain all Security Deposits and Rental Fees; (ii) cure such breach at Renter's expense; (iii) seek specific performance or injunctive relief; (iv) ban any persons from the Club as AVSC sees fit; or (v) pursue any rights or remedies arising at law or in equity. AVSC has no obligation to give Renter prior notice of default or an opportunity to cure. AVSC's remedies are cumulative and its exercise of a remedy will not preclude the exercise of others. Renter shall pay AVSC's attorneys' fees and other expenses incurred in enforcing this Agreement or defending any action arising out of or related to this Agreement. AVSC's consent or waiver, express or implied, to a term or breach of this Agreement does not render unnecessary AVSC's consent or waiver to a subsequent or similar instance or to another term or breach. If AVSC fails to declare a breach or to act promptly, AVSC does not waive such breach or right to act.

27. FORCE MAJEURE. Whenever AVSC is required to act, AVSC will not be liable for delays or cancellations due to acts of God, inclement weather, labor or material shortages, or causes beyond AVSC's reasonable control.

28. SEVERABILITY. If a provision in this Agreement is unenforceable or invalid, that provision will be construed, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, and the remainder of this Agreement will remain in force.

29. MISCELLANEOUS. Time is of the essence for matters in this Agreement. AVSC may assign this Agreement without notice; Renter may not assign it. This Agreement survives the termination or completion of the Event. "Including" and other enumerating terms are not limited by or to the items that follow them. Texas law governs all claims and suits regarding the subject matter of this Agreement. Paragraph titles do not limit or amplify such paragraphs. Sections 13 through 29 of this Agreement survive the termination of this Agreement and the completion of the Event.