HARRIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 116

HUNTWICK RECREATION FACILITIES

RULES AND REGULATIONS

| ADOPTED: | MARCH 14, 2006 |
|------------|-------------------|
| AMENDED: | FEBRUARY 18, 2009 |
| AMENDED: | MAY 10, 2011 |
| AMENDED: | APRIL 14, 2015 |
| AMENDED: | JUNE 9, 2015 |
| AMENDED: | AUGUST 11, 2015 |
| AMENDED: | FEBRUARY 13, 2017 |
| AMENDED: | May 8, 2017 |
| AMENDED: | JULY 10, 2017 |
| AMENDED: | AUGUST 14, 2017 |
| AMENDED: | MARCH 12, 2018 |
| AMENDED: | APRIL 8, 2019 |
| Effective: | APRIL 8, 2019 |

HUNTWICK RECREATION FACILITIES RULES AND REGULATIONS

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EXHIBITS

EXHIBIT A – PATRON FEES AND USE PRIVILEGES

EXHIBIT B – RENTAL PRIVILEGES

EXHIBIT C – RESIDENT NON-PATRON HOUSE RENTAL RATES

EXHIBIT D – RESIDENT PATRON HOUSE RENTAL RATES

EXHIBIT E – NON-RESIDENT HOUSE RENTAL RATES

EXHIBIT F – POOL RENTAL RATES

Huntwick Recreational Facilities Rules and Regulations

WHEREAS, HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 116 of Harris County, Texas (the "District"), is a body politic and corporate and a governmental agency of the State of Texas, operating under and governed by the provisions of Chapter 49 and Chapter 51 of the Texas Water Code, as amended, and Section 59 of Article XVI of the Texas Constitution; and

WHEREAS, the Board previously adopted Rules and Regulations for the Huntwick Recreation Facilities (the "HRF"); and

WHEREAS, on August 14, 2017, the Board determined that it was necessary and proper to amend the HRF Rules and Regulations to: 1) revise Note (1) on Exhibit A in connection with: a) requiring resident Patrons to be current on payment of their water and sewer service bills in order to utilize the monthly payment option for Patron fees; and b) discontinuing the monthly payment option for resident Patrons when a resident Patron does not pay their fees as billed; 2) include an Athletic Field Reservation Form for the Donut Lake athletic field; and 3) revise the House Rental Rates in Exhibit D; and

WHEREAS, on March 12, 2018, the Board determined that it was necessary and proper to amend the HRF Rules and Regulations to revise the Full Patron Hosted Pool Rental Rates on Exhibit F and include a provision requiring HRF Patrons who opt for the monthly payment of their HRF Patron Fees to pay their entire water and sewer service bill, including the applicable HRF Patron Fees, via electronic auto-pay; and

WHEREAS, on April 8, 2019, the Board determined that it was necessary and proper to amend the HRF Rules and Regulations to discontinue the Athletic Field Reservation System (effective September 1, 2019) and remove the Athletic Field Reservation Form for the Donut Lake athletic field from the HRF Rules and Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 116:

DEFINITIONS

The following are terms used through these Rules and Regulations:

ANNUAL USE RULE: Accompanied by a Patron, a Guest may use the House, tennis courts, or Pool a maximum of three (3) times per year per facility (excluding Open Facilities) before a Patron Fee is required. Certain exceptions to the Annual Use Rule are outlined within these Rules and Regulations.

BOARD: The Board of Directors of the District.

DISTRICT: Harris County Water Control & Improvement District No. 116.

FACILITY(IES): The entirety of the Huntwick Recreation Facilities ("HRF"), including the House, Pool, tennis courts and Open Facilities.

FAMILY UNIT: Each single-family household or multi-family apartment household is considered a Family Unit. All individuals related by blood or marriage and living within the same Family Unit are eligible to use the Patron Facilities by paying one Patron Fee. Each individual is then considered a Patron.

FULL PATRON: A resident or non-resident Patron that, upon full payment of the applicable Patron Fees, may use all of the Facilities under certain conditions set by the Board in these Rules and Regulations.

FULL PATRON WITH EXTENDED FAMILY: A resident or non-resident Patron and his extended family (defined as non-residents who are the parents, grandparents, or issue of the Full Patron) that, upon full payment of the applicable Patron Fees, may use all of the Facilities under certain conditions set by the Board in these Rules and Regulations.

GUEST: A Non-Patron who is an escorted guest of a Patron.

HOUSE: The clubhouse located at 5300 Coral Gables, Houston, Texas. The House consists of a "formal area" (living room, two (2) restrooms, bar, fireplace) and an "informal area" (full kitchen, two (2) restrooms).

HOUSE PATRON: A resident or non-resident Patron that, upon full payment of the applicable Patron Fees, may use the House under certain conditions set by the Board in these Rules and Regulations.

HRF REPRESENTATIVE: Individual(s) designated by the Board to represent the District in administering the Rules and Regulations contained herein.

NON-RESIDENT FULL PATRON: A Patron who is not a resident of the District but pays a Non-Resident Full Patron Fee to the District for use of all of the Patron Facilities.

NON-RESIDENT FULL PATRON FEE: A Patron Fee that, upon full payment, allows a Non-Resident Full Patron to use all of the Facilities under certain conditions set by the Board in these Rules and Regulations.

NON-RESIDENT FULL PATRON WITH EXTENDED FAMILY: A Patron who is not a resident of the District but pays a Non-Resident Full Patron with Extended Family Fee to the District for use of all of the Facilities by him/her and his/her extended family.

NON-RESIDENT FULL PATRON WITH EXTENDED FAMILY FEE: A Patron Fee that, upon full payment, allows a Non-Resident Full Patron with Extended Family to use all of the Facilities under certain conditions set by the Board in these Rules and Regulations.

NON-RESIDENT HOUSE PATRON: A Patron who is not a resident of the District but pays a Non-Resident House Patron Fee to the District for use of the House and the Open Facilities.

NON-RESIDENT HOUSE PATRON FEE: A Patron Fee that, upon full payment, allows a Non-Resident House Patron to use the House and Open Facilities under certain conditions set by the Board in these Rules and Regulations.

NON-RESIDENT PATRON: A Patron who is not a resident of the District and pays either a Non-Resident Full Patron Fee, Non-Resident House Patron Fee, or Non-Resident Family Full Patron with Extended Family Fee to the District for use of the Patron Facilities as described in these Rules and Regulations.

OPEN FACILITIES: The playgrounds, sports courts and playing fields available for use by all District residents, Non-Resident Patrons and accompanied Guests.

PATRON: Any Family Unit that has paid the applicable annual Patron Fee to use the Patron Facilities. Any person living within the District may become a Patron by paying such fee to the District on a per Family Unit basis. The District also allows a limited number of Non-Resident Patrons. The District reserves the right to terminate any Patron's right to use the Facilities.

PATRON FACILITIES: The Pool, tennis courts, and the House for which the appropriate Patron Fee must be paid for use of such facilities.

PATRON FEE(S): Annually required fees to use the Patron Facilities. Patron Fees are based upon whether or not the user is a District resident and the type of facility or facilities the user desires to use. The current Patron Fees and Use Privileges are listed in **Exhibit A**.

PATRON GROUP: Any group consisting entirely of Patrons, including, but not limited to, Swim Team or Empty Nesters, that may use the Patron Facilities without paying Patron Fees.

POOL: Swimming pool and associated facilities that are adjacent to the swimming pool, excluding the sport courts. The Pool is bounded by the House and a fence.

POOL MANAGER: The entity or individual engaged by the District to provide maintenance services on the Pool.

RENTER: A Patron, or in certain circumstances, Resident Non-Patron, renting the House and/or Pool for events/parties attended by Non-Patrons.

RESIDENT NON-PATRON: A resident of the District that has not paid a Resident Full Patron Fee, Resident Full Patron with Extended Family Fee, or Resident House Patron Fee.

RESIDENT PATRON: A Patron who is a resident of the District and pays either a Resident Full Patron Fee, Resident Full Patron with Extended Family Fee or Resident House Patron Fee to the District for use of the Patron Facilities as described in these Rules and Regulations.

RESIDENT FULL PATRON: A Patron who is a resident of the District and pays a Resident Full Patron Fee to the District for use of all Patron Facilities.

RESIDENT FULL PATRON FEE: A Patron Fee that, upon full payment, allows a Resident Full Patron to use all of the Patron Facilities under certain conditions set by the Board in these Rules and Regulations.

RESIDENT FULL PATRON WITH EXTENDED FAMILY: A Patron who is a resident of the District and pays a Resident Full Patron with Extended Family Fee to the District for use of all of the Patron Facilities by him/her and his/her extended family.

RESIDENT FULL PATRON WITH EXTENDED FAMILY FEE: A Patron Fee that, upon full payment, allows a Resident Full Patron with Extended Family to use all of the Patron Facilities under certain conditions set by the Board in these Rules and Regulations.

RESIDENT HOUSE PATRON: A Patron who is a resident of the District and pays a Resident House Patron Fee to the District for use of the House.

RESIDENT HOUSE PATRON FEE: A Patron Fee that, upon full payment, allows a Resident House Patron to use the House under certain conditions set by the Board in these Rules and Regulations.

GENERAL PROVISIONS

The District does not discriminate against any user of the Facilities on the basis of age, sex, race, national origin, ancestry, creed, religion, marital status or handicap.

The Facilities are owned and operated by the District. The Facilities are located at 5300 Coral Gables Drive and 13715 Charwell Crossing ("Donut Lake").

The Facilities are for the use and enjoyment of the residents of the District, Non-Resident Patrons and their accompanied Guests. The playgrounds and sport courts are open to all District residents and their Guests at no charge. Effective September 1, 2019, the playing fields at Donut Lake may be used at no charge and are available on a first-come, first-served basis. Patron Fees are required for the use of Patron Facilities. The District reserves the right to refuse entry to or terminate any person's use the Facilities for conduct or behavior not conforming to these Rules and Regulations.

The District allows the use of the Facilities for events and other group and individual functions as prescribed herein. Such events require prior approval of the HRF Representative after completion of all necessary agreements and forms and payment in full of all necessary rental deposits and fees. The District does not allow the use of the Facilities for the for-profit sale of goods or services at any time.

From time to time, the District may host events for all residents of the District at the Facilities ("District Events"). The District reserves the right to allow uses outside the specific rules cited herein when the Board determines it is in the best interest of the District.

The Facilities are not to be used for any purpose that violates any federal, State or local law, ordinance or regulation, or any laws to which the District is subject or the District's own rules and policies.

POLICIES FOR ALL FACILITIES

- 1. No tobacco use in the Patron Facilities, including the areas immediately surrounding each of these Facilities, except as otherwise designated.
- 2. No fireworks or pyrotechnics.
- 3. No firearms.
- 4. No loud music at the Facilities after 10:00 p.m. nor any other use of the Facilities that might unduly affect or disturb the residences that neighbor the Facilities.
- 5. No littering; all refuse must be disposed of in the proper receptacles.
- 6. No unauthorized signs.
- 7. No profanity or otherwise inappropriate behavior.
- 8. No hitting golf balls.
- 9. Where allowed, pets must be on a leash or restrained at all times at all Facilities not designated as a "pet run" or "dog park" area. All pet owners are responsible for any damage caused by their pets and for cleaning up after their pets.
- 10. NO ALCOHOL WILL BE STORED BY ANY FACILITY USER BEFORE, AFTER OR IN BETWEEN EVENTS.

House

HOUSE RESERVATION RULES.

- 1. The House may be reserved for All Patron Events by completing the All-Patron Event Registration Form.
- 2. Regularly scheduled All Patron Events must be reserved by completing the All-Patron Group Registration Form.

POOL

POOL RULES.

Lifeguards are charged with keeping the Pool safe and monitoring adherence to the Rules and have been trained to keep the Pool safe and orderly. Failure to cooperate with and/or follow the direction of the lifeguards or follow the Pool Rules will result in expulsion from the Pool. Anyone may be barred from the Pool, at the District's discretion. No fees will be returned as a result of expulsion from the Pool.

The Pool may be utilized as part of a package with the House, depending upon availability and other restrictions.

- 1. The District may restrict any items that are deemed likely to create operation and maintenance problems, including but not limited to, clear plastic wrappers or Styrofoam cups.
- 2. No water balloons or plastic Popsicle tubes.
- 3. No glass in the Pool area.
- 4. No running on the Pool deck.
- 5. No hanging on the diving board.
- 6. Only one person on the diving board at a time.
- 7. Only one bounce on the diving board.
- 8. No floats, life preservers or goggles may be worn when jumping off the diving board.

- 9. Floats that obscure the lifeguard's view of the bottom of the Pool are not allowed.
- 10. Non-swimmers or less-experienced swimmers must be closely attended by an adult; one (1) adult for every two (2) non-swimmers or less-experienced swimmers is required.
- 11. WHEN NO LIFEGUARD IS ON DUTY, any swimmer ten (10) years of age or younger shall not use pool without a parent or adult guardian in attendance; one (1) adult per five (5) swimmers under ten (10) years of age is required.
- 12. Proper swimwear required in the Pool.
- 13. ANY PERSON WHO IS INCONTINENT OR NOT FULLY POTTY TRAINED MUST WEAR APPROPRIATE WATERPROOF CLOTHING WHEN ENTERING OR BEING CARRIED INTO THE POOL.
- 14. No rough play or pushing.
- 15. No toys with sharp edges or that are capable of damaging equipment or harming other swimmers.
- 16. The Pool gates may not be propped open at any time.
- 17. Pool use is generally limited to the times a lifeguard is on duty.
- 18. Pets are not allowed in the Pool.

Exceptions to the Pool Rules are as follows:

- 1. Huntwick Swim Team (the "Swim Team") practice and meets. The Swim Team must provide certified lifeguards and take responsibility for Pool safety during all practices and meets. As long as the Swim Team is an all-Patron Group, then the Swim Team has first priority use of the House and Pool for swim meets and practices. No Guest fees will be collected during swim meets. The swim practice and meet schedules must be coordinated with and approved by the HRF Representative prior to swim season. After practices and meets, the clean-up of the Pool and House is the responsibility of the Swim Team.
- 2. Adults over the age of 18 may swim at your own risk.
- 3. Fitness swimming or individual aerobic use of the Pool will be allowed with prior District approval. Users must demonstrate the ability to swim.
- 4. A certified lifeguard must be present for organized water aerobics or swimming lessons. All such classes or lessons must receive prior approval from the District.

In the event the House or Pool is being utilized for an event and does not include actual Pool use, the user will take full responsibility for the safety of his Guests. If swimming is anticipated during such use, lifeguards must be present and District lifeguards shall be used for such purposes. In the event that the District is unable to provide lifeguards for the event, the HRF Representative must approve of, prior to the event, other certified lifeguards to be provided by the user.

Rules of conduct and safety are posted at the Pool. Failure to follow these rules and/or the directive of District personnel may result in a termination of a visit. Continued or excessive misconduct can result in the loss of the right to use the Facilities. There will be no liability to the District, its Board members, employees or consultants and no fees or deposits will be returned to the user.

POOL POLICIES.

The Board and/or the HRF Representative will set the Pool hours on an annual basis. These hours will be announced to Patrons prior to the beginning of each Pool season. The District reserves the right to change the hours of operation to adjust for the demand in use of the Pool and to accommodate for events and/or maintenance.

The members of a Full Patron Family Unit have unlimited use of the Pool during the hours of operation. Patrons may bring up to five (5) Guests per Family Unit with a Guest fee of \$5.00 per Guest. Entry of more than five (5) Guests is considered an event and must be prearranged by calling the HRF Representative. All Guest use of the Pool must conform with the "Guest Policies" section below, including the Annual Use Rule.

TENNIS COURTS

GENERAL PROVISIONS.

- 1. The tennis courts will be used for tennis only, unless, with prior approval from the District, an event warrants a different use.
- 2. Proper tennis attire is required at all times, including proper shoes and shirts.
- 3. Users of the tennis courts must leave the tennis court area in a clean, ready-to-use condition, which includes removal of all refuse to garbage receptacles in the area.
- 4. Unnecessarily loud or profane language or abuse of tennis court equipment will result in forfeiture of tennis privileges.
- 5. The tennis courts are to be closed at 10:00 pm unless a District-approved event necessitates extension.
- 6. Tennis court lights are to be used for tennis play only. Lights must be turned off when play is finished.
- 7. A Patron may bring a maximum of three (3) Guests onto one (1) court. All Guest use of the tennis courts must conform with the "Guest Policies" section below, including the Annual Use Rule. The Guest fee for tennis court use is \$5.00 per Guest per event.
- 8. Guest fees must be paid prior to the beginning of play. Envelopes are provided and should be placed in the box located at the tennis courts.

RESERVATION RULES.

- 1. Tennis court reservation sheets will be posted for each following week on the bulletin board. Tennis courts may be reserved up to one (1) week in advance.
- 2. The person whose name is listed on the reservation sheet must be the one who plays during that time period. Reservation of the court for another player is not permitted.
- 3. Reservations may be made only for those starting times and periods indicated on the reservation sheets. Only one (1) time slot may be reserved at a time per player.
- 4. If a person is more than ten (10) minutes late for a tennis court reservation, the tardiness will result in a forfeiture of the tennis court. Anyone may then add his/her name on the sheet and take the defaulted tennis court.
- 5. Reservations should be cancelled as soon as a player knows a court will be unused.

TENNIS LEAGUE USE.

- 1. All teams must be registered prior to the start of the league season. All team members must have and maintain Full Patron status.
- 2. All registered teams must request a schedule by applying to the HRF Representative prior to the start of the season; tennis court scheduling will be determined and coordinated by the HRF Representative.
- 3. All refuse removal is the responsibility of the sponsoring team.
- 4. During league season, the opposing team will not pay Guest fees. League use of the tennis courts will not count against the Annual Use Rule.

GUEST POLICIES

GENERAL PROVISIONS.

- 1. The purpose of these policies is to prevent someone from using multiple contacts in the District to obtain free access to the Facilities. It is up to the Patrons to participate in registering Guests by name and collect Guest fees, so the District may track the Guests.
- 2. Guests must adhere to the Annual Use Rule.
- 3. Attendance at District Events does not count against the Annual Use Rule. Other exceptions to the Annual Use Rule are outlined within these Rules and Regulations.
- 4. Guest fees are \$5.00 per event.
- 5. If any Patron has out-of-town guests and requires more access to the Facilities, please contact the HRF Representative for fees and procedures.

HOUSE. The Guest Policy applies to Patron Groups only. Patron Groups will submit a list of their members at the beginning of their fiscal year in order to qualify for meeting at the House at no charge to the group. Up to five (5) Guests may attend an event for a Guest fee of \$5.00 each. The Patron in charge of the Patron Group will be responsible for the collection of Guest fees and filling out the Guest Report to give to the HRF Representative for tracking purposes.

POOL. A Full Patron may bring up to five (5) Guests for a fee of \$5.00 each. The Guest fee is to be paid at the snack bar or to the lifeguard on duty. The Guest must register by name.

TENNIS COURTS. A Patron may bring up to three (3) Guests onto a tennis court for a fee of \$5.00 each. The fee is to be placed in the envelopes provided in the box inside the gate. The Patron and Guests may only use one tennis court.

FEES

The current Patron Fees and Use Privileges are listed in Exhibit A.

Patron Fees are non-refundable. Rates may be amended at the Board's discretion without prior notice. District Patrons who move outside of the District's boundaries can transfer the remaining time left on their Patron Fee to the new homeowner.

Resident Patrons may have the option to pay Patron Fees on a monthly basis throughout the year. Monthly Patron Fees are listed on <u>Exhibit A.</u>

RENTALS

The current Rental Privileges for each level of Patron are listed in **Exhibit B**.

Rental Privileges may be amended at the Board's discretion without prior notice. Specific rules and regulations apply to rental of the House and Pool, as follows:

HOUSE RENTAL RATES AND RULES

HOUSE RENTAL RATES.

RESIDENT NON-PATRON HOUSE RENTAL. The House may be rented by a Resident Non-Patron. The current rental rates are listed in Exhibit C. All House Rules herein apply.

RESIDENT PATRON HOUSE RENTAL. The House may be rented by Resident Patrons. The current rental rates are listed in Exhibit D. All House Rules herein apply.

NON-RESIDENT PATRON HOUSE RENTAL. The House may be rented by Non-Resident Patrons. The current rental rates are listed in <u>Exhibit E.</u> All House Rules herein apply.

HOUSE RENTAL AND USE RULES.

RESERVATIONS. The House may be reserved on a first-come, first-served basis, by completing the necessary application and agreement, copies of which are attached hereto, and paying the deposit/Facility use fees at the recreation office located at 5300 Coral Gables Drive. The individual signing the Facility Use Agreement must be over 25 years of age and must attend the entire event. All reservations are subject to the approval of the Board.

FEES AND DEPOSITS. All fees and deposits are determined by the Board and must be paid at the time of reservation. Facility users may pay with a personal check or money order payable to "Huntwick Recreation Facilities". A fee of \$40.00 will be charged for any returned check. Deposits are to secure the use or event date, time and condition of the Facilities and shall not be applied to the rental fee. Deposits are held until after the event and then returned if the Facilities are maintained in the same condition as when rented.

DOOR ACCESS. Patron access cards will open all three (3) House entrances. Doors are self-closing and will re-lock upon closing and shall not be propped. The Facility user may prearrange with the HRF Representative to unlock the doors for a set period of time.

FACILITY USE PERIOD. The Renter, Guests, or vendors for an event will only have access to the House during the time specified in the Facility Use Agreement. The premises must be vacated by specified end time for the event in the Facility Use Agreement. Clean-up must be completed within that time frame.

DECORATIONS. Decorations must be installed at the House in such a way that no holes or marks remain. The House user must remove all decorations.

PARKING. Parking is provided in the lot adjacent to the House. Every effort must be made to contain all cars for an event within the parking lot. No overnight parking will be allowed unless previously approved by the HRF Representative.

SECURITY. Any Facility user, Patron or Non-Patron, may, at the discretion of the District, be required to hire security for their use or event.

CLEAN-UP. Renters or Facility users are responsible for removing whatever is brought into the House. The Renter or Facility user must remove all decorations. Any tables and chairs used for the event must be returned to their proper place. All refuse from the House must be removed to the garbage receptacles at the east end of the House. The District will provide basic cleaning supplies and garbage bags for the Facility user's or Renter's use. Failure to comply with these rules will result in a \$100.00 cleaning fee or the total cost to clean the house, whichever is greater, to be deducted from the Facility user's or Renter's deposit; in the alternate, if cleaning costs are in excess of the deposit, the District will invoice the Facility user(s) or Renter(s) for the cleaning cost plus a 15 percent (15%) administrative fee. The Facility user or Renter must remit the payment to the District within five (5) days after receipt of the statement.

DAMAGE/DISTURBANCE. The Facility user will be fully responsible for and shall reimburse the District for any and all damages incurred to the House and any furnishings/equipment located thereon, resulting directly or indirectly from the Facility user's use of the House. A reasonably detailed statement of damages will be presented including costs and balance due if the deposit does not cover the costs. The Facility user must remit the payment to the District within five (5) days after receipt of the statement.

NOISE. Noise levels must be maintained at such a level that does not disturb the residents in the area.

UNAUTHORIZED USE. The individual or group using the House shall not use the House other than for the purposes stated in the Facility Use Agreement. Unauthorized use of the House may result in the termination of the Facility Use Agreement, requiring everyone in attendance at the event to vacate the House. Guests at the event may not have access to the Pool or tennis courts unless separate agreements are signed.

TERMINATION. The District reserves the right to terminate any Facility user's occupancy of the House at any time. There will be no liability to the District, its Board members, employees or consultants and no fees or deposits will be returned to the Facility user.

POOL RENTAL RATES AND RULES

POOL RENTAL RATES.

The current Pool Rental Rates are listed in Exhibit F.

Pool Rental Rates may be amended at the Board's discretion without prior notice. All Pool Rules listed below apply.

POOL RENTAL AND USE RULES.

RESERVATIONS, FEES AND DEPOSITS. All Pool parties must be scheduled through the Pool Manager. A Facility Use Agreement, a copy of which is attached hereto, will be required along with a deposit at the time such agreement is executed. The House may also be rented, but only through completion and approval of a separate Facility Use Agreement and payment of appropriate rental fees. Pool parties may be scheduled Tuesday through Sunday from 11:00 a.m. through 11:00 p.m. and are conditioned upon adequate lifeguard coverage. Deposits are to secure the use or event date, time and condition of the Facilities and shall not be applied to the rental fee. Deposits are held until after the event and then returned if the Facilities are maintained in the same condition as when rented.

DECORATIONS AND GAMES. All decorations must be approved by the HRF Representative. The Renter will be responsible for any damage caused by the use of decorations. Games requiring electricity or water must receive prior approval from the Pool Manager.

SECURITY. Any Facility user, Patron or Non-Patron, may, at the discretion of the District, be required to hire security for their use or event.

CANCELLATION. A cancellation fee of \$25.00 will apply if the Pool party is cancelled within seven (7) days of the scheduled event, unless the cancellation is due to closure by the District, including, but not limited to, inclement weather.

CLEAN-UP. Facility users are responsible for removing whatever is brought to the Pool. The Facility user must remove all decorations. Any tables and chairs used for the event must be returned to their proper place. All refuse from the Pool must be removed to the garbage receptacles in the Pool area.

DAMAGE/DISTURBANCE. The Facility user will be fully responsible for and shall reimburse the District for any and all damages incurred to the Pool and any furnishings/equipment located thereon, resulting directly or indirectly from the Facility user's use or misuse of the Pool. A reasonably detailed statement of damages will be presented including costs and balance due if the deposit does not cover the costs. The Facility user must remit the payment to the District within five (5) days after receipt of the statement.

UNAUTHORIZED USE. The individual or group using the Pool shall not use the Pool other than for the purposes stated in the Facility Use Agreement. Unauthorized use of the Pool may result in the termination of the Facility Use Agreement, requiring everyone in attendance at the event to vacate the Pool. Guests at the event may not have access to the House or tennis courts unless separate Facility Use Agreements are completed and approved and all required parties have signed.

NOISE. Noise levels must be maintained at a level that does not disturb the residents in the area.

TERMINATION. The District reserves the right to terminate any Facility user's use of the Pool at any time. There will be no liability to the District, its Board members, employees or consultants and no fees or deposits will be returned to the Facility user.

5300 CORAL GABLES DRIVE HOUSTON, TEXAS 77069 281.444.3404

RESIDENT PATRON AGREEMENT

| Deter | RESIDENT PATRON A | GREEMENT |
|---|---|---|
| Date: | | |
| Name: | | |
| Address: | Emoil: | |
| Phone: | Elliali. | |
| Members of Household (name, a | ge and relation): | |
| | | |
| Check one: | Full Datron | House Petron |
| Anticipated Uses: | Full Fauoli _ | House Patron Pool Tennis |
| Cluber Swim Teem | Woman's Club | Pools Club |
| Clubs:Swim Team | Other (please describe) | BOOK Club : |
| Empty 1 testers | other (pieuse deserroe) | • |
| I agree to be responsible for the that my Patron use privileges I Signature: Printed Name: | ne members of my house may be terminated for vi | Facilities Rules and Regulations manual and ehold and any guests we invite. I understand iolation(s) of such rules and regulations. |
| Date: | | |
| Resident Patron: House - \$ | ck Recreation Facilities and st | if paid annually) Full with Extended Family: \$500 ubmit with this agreement to the District's office located at |
| Ontion 2: Pe | atron Foos (if noid mo | nthly through water bills) |
| | | |
| Resident Patron: Hou | | |
| | with Extended Family: | |
| Resident Patron Fees as billed on a me payment option is no longer an availar payment of their water and sewer serve Resident Patron Fees subjects the Resid fees and refusal by the District of use terminated 60 days after the unpaid am | onthly basis, the entire amountable payment option for such late bills in order to utilize the ent Patron to the potential for a of the Facilities until such unpount of the Resident Patron Feat of HRF Patron Fees, then su | the District's Rate Order. If a Resident does not pay the t becomes immediately due and payable and the monthly Resident. Resident Patrons must also remain current on a monthly payment option. Non-payment of the monthly ny legal restitution available to the District for such unpaid paid fee is paid. Resident Patron key card access will be sees become immediately due. Effective April 4, 2018, if a ch Customer shall be required to pay the entire water and on Fees, via electronic auto-pay. |
| The District does not discriminate origin, ancestry, creed, religion, n | | Facilities on the basis of age, sex, race, national |
| origin, ancestry, creed, rengion, n | | |
| Amount Paid: | For Office Use Check No: | • |
| Monthly Payment Option? Y | es No A | Auto-pay established on: |

5300 CORAL GABLES DRIVE HOUSTON, TEXAS 77069 281.444.3404

NON-RESIDENT PATRON AGREEMENT

| Date: | | | |
|---|--|--------------------------------|--|
| Name: | | | |
| Address: | | | |
| Phone: | | Email: | _ |
| Members of Household | | tion): | |
| Check one:F Anticipated Uses: | | | |
| Clubs:Swim Te | | | _Book Club be): |
| household and any gu terminated for violatio | nests we invite. I upon(s) of such rules a | inderstand th nd regulation | esponsible for the members of my at my Patron use privileges may be s. |
| Signature: | | | |
| Printed Name: | | | |
| Date: | | _ | |
| | Pa | tron Fees* | |
| Non-Resident Patron: | - | | Full with Extended Family: \$600 |
| to the District's office lo The District does not disc | riminate against any u | above. ser of the Facil | ities on the basis of age, sex, race, national |
| origin, ancestry, creed, reli | | ffice Use Only | y : |
| Amount Paid: | | · | Date: |

5300 CORAL GABLES DRIVE HOUSTON, TEXAS 77069 281.444.3404

FACILITY RENTAL AGREEMENT

| Event Date: | Type of E | vent: |
|---|--|---|
| Expected number of guests: | | |
| Facility(ies) to be used: House- Kitchen _ Other (please describe) | Pool | House- Informal |
| Set-up Time: until | Ev | vent Time: until |
| Renter's Name: | | |
| Address: | | |
| Phone: | Er | mail: |
| Caterer: | DJ | J/Band: |
| will personally attend the assumes all liability for a Facilities that may occur Facility is allowed only d understands that there w consultants for any claims understands that the Distr age, sex, race, national or | any and all damages or lost during the Facility use pluring the Facility use period will be no liability to the s, damages, losses or action cit does not discriminate a rigin, ancestry, creed, religion. | impliance with all federal, State and local laws. ss to the Facility, furnishings and surrounding period specified above and that access to the |
| Signature: | | |
| Printed Name: | | |
| Date: | | Jse Fee*: |
| Deposit: | Facility (| Jse Fee*: |
| * Please make check payable to to the District's office located a | | Facilities and submit with this agreement |
| | For Office Use C | Only: |
| Amount Paid: Set-up: | | Date: |

5300 CORAL GABLES DRIVE HOUSTON, TEXAS 77069 281.444.3404

POOL PARTY RENTAL AGREEMENT

| Event Date: | | Expected number of guests: | | | |
|---|---|--|--|--|--|
| Set-up Time: unt | <u>il</u> | Event Time: | until | | |
| Datum | | | | | |
| Patron: | | | | | |
| Phone(s): | | Email: | | | |
| 1 Hone(b): | | <u></u> | | | |
| Caterer: | DJ/Band: | | Games: | | |
| Clubhouse agreement incl | uded? | | | | |
| The undersigned: | | | | | |
| terms thereof, incorport will personally attended State and local laws assumes all liability Facilities that may one ALL reservations munderstands that all understands that the consultants for any of understands that the | porated in their entirety had the event from start to a for any and all damages occur during the Facility usust be made two (2) week fees will become nonrefusere will be no liability claims, damages, losses of | erein by reference. of finish and will ensure s or loss to the Facility use period specified ab as in advance of pool pundable seven (7) days to the District, its B r actions associated w inate against any user | party event. prior to the event. coard members, employees or ith the Facility use. of the Facilities on the basis of | | |
| Signature: | | | | | |
| Printed Name: | | | | | |
| Date: | | | | | |
| Deposit: | Fac | ility Use Fee*: | | | |
| * Please make check paya to the District's office loca | | | l submit with this agreement | | |
| | For Office | Use Only: | | | |
| Amount Paid:Set-up: | | Date: | | | |

5300 CORAL GABLES DRIVE HOUSTON, TEXAS 77069 281.444.3404

ALL-PATRON GROUP REGISTRATION

| Group Name: | |
|---|---|
| Contact Person(s): | |
| Phone: | |
| Schedule (Date/Time): | |
| | |
| Members: | |
| | |
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| | |
| Please attach additional sheets if there is addit | tional membership. |
| | |
| | all attendees at Group events must be Patrons or |
| | es apply. We have been provided and reviewed the |
| ` | es") Rules and Regulations and agree to abide by all |
| | ese rules are subject to change by the Harris County |
| | 16 (the "District") Board of Directors. If the Patron |
| * * * | regulations of the Facilities, the right to use the |
| | ar group is open equally to all Patrons and District |
| residents. | |
| Signatura | |
| Signature:Printed Name and Title: | |
| Data: | - |
| Date: | |

5300 CORAL GABLES DRIVE HOUSTON, TEXAS 77069 281.444.3404

ALL-PATRON EVENT REGISTRATION

| Group Name: | | Date/Time of Event: | - | | |
|---|------------------------|---|--------------|------------|------------|
| Total Attendees: | | Number of Guests: _ | | | |
| Facilities to be used: | House-Formal _ | House-Informal | Pool _ | _Tennis | Courts |
| Guest Names: | | | | | |
| | | | | | |
| Patron Names: | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Please attach additional s | heets if there is addi | tional membership. | | | |
| HRF Rules and Regulation HRF Facilities a maximul required. | | | | | |
| -House: A -Pool: A | Patron may bring up | up to five (5) guests for to five (5) guests for a up to three (3) guests f | a fee of \$5 | .00 per g | uest |
| Submitted By: Printed Name: Date: | | | | | |
| Please make check payab | | | | n this sig | <u>ned</u> |
| | For Off | fice Use Only: | | | |
| Amount Paid: | Check No: | Date | | | |
| Set-up: | | | | | |
| 1 . | | | | | _ |

THIS FORM EFFECTIVE FOR RESERVATIONS THROUGH AUGUST 31, 2019

HARRIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 116 HUNTWICK RECREATION FACILITIES

5300 CORAL GABLES DRIVE HOUSTON, TEXAS 77069 281.444.3404

CHARWELL CROSSING ATHLETIC FIELD RESERVATION FORM/AGREEMENT

| Primary Contact: | |
|---|---|
| Address: | |
| Phone: | Email: |
| Secondary Contact: | |
| Phone: | Email: |
| | Sport |
| Team/League Name: | Type: |
| Schedule Day(s): | |
| Schedule Time: | |
| Team Roster: Attach additional sheets if | there are additional team members |
| | |
| | |
| | |
| | |
| | |
| | |
| The undersigned: | |
| | and Regulations and agrees to be bound by the terms thereof, |
| incorporated in their entirety | · · · · · · · · · · · · · · · · · · · |
| will personally attend the even State and Local laws. | ent from start to finish and will ensure compliance with all Federal, |
| | entative of any change in plans. |
| | serves the right to close or change use of Facilities in the best interest |
| of the community (i.e. closed | for wet conditions). |
| | and all damages or loss to the Facility, furnishings and surrounding ng the Facility use period specified above. |
| | be no liability to the District, its Board members, employees or amages, losses or actions associated with the Facility use. |
| | does not discriminate against any user of the Facilities on the basis of , ancestry, creed, religion, marital status or handicap. |
| • Primary Contact | Secondary Contact |
| Signature: | Signature: |

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Date:

EXHIBIT A

PATRON FEES AND USE PRIVILEGES

- o Rates effective as of June 9, 2015.
- o Rates may be amended at the District's discretion without prior notice.
- Patron Fees are non-refundable.

| | | | HOUSE FACILITY (2) | | | OTHER FACILITIES (2) | | |
|----------------------------------|---------------|--------------------|--------------------|----------------|-----------------|----------------------|--------|-------|
| PATRONS | ANNUAL FEE | MONTHLY FEE (1) | Informal Only | Formal Only | Entire House | POOL | TENNIS | PARKS |
| Resident | | | | | | | | |
| Non-Patron | | | No | No | No | No | No | Yes |
| House Patron | \$150 | \$13 | Yes | Yes | Yes | No | No | Yes |
| Full Patron | \$400 | \$35 | Yes | Yes | Yes | Yes | Yes | Yes |
| Full Patron with Extended Family | \$500 | \$43 | Yes | Yes | Yes | Yes | Yes | Yes |
| Non-Resident | | | | | | | | |
| Non-Patron | | | No | No | No | No | No | No |
| House Patron | \$200 | | Yes | Yes | Yes | No | No | Yes |
| Full Patron | \$500 | | Yes | Yes | Yes | Yes | Yes | Yes |
| Full Patron with Extended Family | \$600 | | Yes | Yes | Yes | Yes | Yes | Yes |

Notes:

- Order. If a Resident does not pay the Resident Patron Fees as billed on a monthly basis, the entire amount becomes immediately due and payable and the monthly payment option is no longer an available payment option for such Resident. Resident Patrons must also remain current on payment of their water and sewer service bills in order to utilize the monthly payment option. Non-payment of the monthly Resident Patron Fees subjects the Resident Patron to the potential for any legal restitution available to the District for such unpaid fees and refusal by the District of use of the Facilities until such unpaid fee is paid. Resident Patron key card access will be terminated 60 days after the unpaid amount of the Resident Patron Fees become immediately due. Effective April 4, 2018, if a Customer opts for the monthly payment of HRF Patron Fees, then such Customer shall be required to pay the entire water and sewer service bill for such account, including the applicable HRF Patron Fees, via electronic auto-pay.
- ⁽²⁾ During normal operating hours. Operating hours are established by the Board.

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EXHIBIT B

RENTAL PRIVILEGES

- o Rental privileges are effective as of June 9, 2015.
- o Rental privileges may be amended at the District's discretion without prior notice.

| | HOUSE FACILITY (1) | | | OTHER FACILITIES (1) | | | |
|----------------------------------|--------------------|----------------|-----------------|----------------------|--------|-------|--|
| PATRONS | Informal Only | Formal Only | Entire House | POOL | TENNIS | PARKS | |
| Resident | | | | | | | |
| Non-Patron | | | Yes | No | | | |
| House Patron | Yes | Yes | Yes | No | | | |
| Full Patron | Yes | Yes | Yes | Yes | | | |
| Full Patron with Extended Family | Yes | Yes | Yes | Yes | | | |
| | | | | | | | |
| Non-Resident | | | | | | | |
| Non-Patron | No | No | No | No | | | |
| House Patron | No | No | Yes | No | | | |
| Full Patron | No | No | Yes | Yes | | | |
| Full Patron with Extended Family | No | No | Yes | Yes | | | |

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 $[\]label{eq:Notes:Notes:Operating} \frac{\text{Notes:}}{\text{(1)}} \ \ \text{During normal operating hours. Operating hours are established by the Board.}$

EXHIBIT C

RESIDENT NON-PATRON HOUSE RENTAL RATES

- o Resident Non-Patron must be over 25 years of age and must attend the entire event.
- o Required Deposit: \$200.00
- o Rates effective as of June 9, 2015.
- o Rates may be amended at the District's discretion without prior notice.
- o Rates are based upon 4 hour intervals.
- o Deposits may not be applied to rental fees.

| | HOUSE (Informal & Formal) | | | | | |
|-------------------------------|---------------------------|---------------|------------------|--|--|--|
| DAY | Up to 25 Guests | 26-100 Guests | Additional Hours | | | |
| Monday -Thursday (all day) | \$225.00 | \$300.00 | \$50.00/hr | | | |
| Friday | | | | | | |
| until 5 PM | \$225.00 | \$300.00 | \$50.00/hr | | | |
| 5 PM - 1AM | \$65 | \$50.00/hr | | | | |
| Saturday | | | | | | |
| until Noon | \$225.00 | \$300.00 | \$50.00/hr | | | |
| Noon - 1AM | \$65 | 50.00 | \$50.00/hr | | | |
| Sunday | | | | | | |
| until Noon | \$225.00 | \$300.00/ | \$50.00/hr | | | |
| Noon - 1 AM | \$65 | 50.00 | \$50.00/hr | | | |
| Holidays | \$65 | 50.00 | \$50.00/hr | | | |

00239558 2 C-1

EXHIBIT D

RESIDENT PATRON HOUSE RENTAL RATES

- o Resident Patron must be over 25 years of age and must attend the entire event.
- o Required Deposit: \$200.00
- o Deposits may not be applied to rental fees.
- o If a day and time are not listed below, the House is unavailable for rental.
- o Rates may be amended at the District's discretion without prior notice.
- o Rates effective as of August 14, 2017.

| DAY | INFORMAL HOUSE | FORMAL HOUSE |
|---------------------------------------|---------------------------------------|---|
| | Guests (up to 100) <u>Hourly Rate</u> | Guests (up to 50) <u>Hourly Rate</u> |
| Monday – Thursday 8 AM – Midnight | \$20.00/hr | \$25.00/hr |
| • Friday, 8 AM - 5 PM | | |
| Saturday, 8 AM - Noon | | |
| • Sunday, 8 AM - Noon | | |
| Holidays | Not Available | |

| FULL HOUSE (Informal & Formal) | | |
|--------------------------------|---------------------------------------|--|
| DAY | Guests (up to 150) <u>Hourly Rate</u> | |
| • Monday – Thursday (all day) | \$30.00/hr | |
| • Friday, 5 PM - 1 AM | | |
| Saturday, Noon – 1 AM | | |
| • Sunday, Noon – 1 AM | | |
| Holidays | \$40.00/hr | |

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EXHIBIT E

NON-RESIDENT PATRON HOUSE RENTAL RATES

- o Non-Resident Patron must be over 25 years of age and must attend the entire event.
- o Required Deposit: \$400.00
- o Rates effective as of June 9, 2015.
- o Rates may be amended at the District's discretion without prior notice.
- o Rates are based upon 4 hour intervals.
- o Deposits may not be applied to rental fees.

| | HOUSE (Informal & Formal) | |
|---------------------|---------------------------|------------------|
| DAY | Up to 100 Guests | Additional Hours |
| Monday (all day) | \$600.00 | \$50.00/hr |
| Tuesday (all day) | \$600.00 | \$50.00/hr |
| Wednesday (all day) | \$600.00 | \$50.00/hr |
| Thursday (all day) | \$600.00 | \$50.00/hr |
| Friday | | |
| until 5 PM | \$600.00 | \$50.00/hr |
| 5 PM - 1AM | \$1,100.00 | \$50.00/hr |
| Saturday | | |
| until Noon | \$600.00 | \$50.00/hr |
| Noon - 1AM | \$1,200.00 | \$50.00/hr |
| Sunday | | |
| until Noon | \$600.00 | \$50.00/hr |
| Noon - 1 AM | \$750.00 | \$50.00/hr |
| Holidays | \$1,200.00 | \$50.00/hr |

00239558 2 E-1

EXHIBIT F

FULL PATRON HOSTED POOL RENTAL RATES

o Required Deposit: \$100.00

- o Two (2) hour minimum required for all pool parties.
- o Rates effective as of March 12, 2018.
- o Rates may be amended at the District's discretion without prior notice.
- o Reservations must be made two (2) weeks in advance. Call HRF Office at 281/444-3404 (ext. 4) or email huntwickrec@comcast.net
- o **CANCELLATION FEE** of \$25.00 will apply if pool party is cancelled within seven (7) days of scheduled event, unless cancellation is due to closure by the District, including but not limited to, inclement weather.

| Number of Guests | Hourly Rate |
|------------------|---------------|
| | |
| 6*-50 | \$ 63.00 |
| 51-75 | \$ 84.00 |
| 75-100 | \$105.00 |
| 101+ | Call for rate |

Notes:

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^{*} If the event has five (5) or fewer Guests, the hourly rate is waived and a \$5.00 Guest fee/Guest is charged instead. Must register Guest(s) and pay such fee to the lifeguard.