



23803 Birnam Wood Blvd | Spring, TX 77373

O: 281-350-8556 | F: 281-288-8951

www.birnamwood3.org | birnamwood3@sbcglobal.net

Clubhouse/Pavilion/Pool Rental Fees

If you wish to rent the Clubhouse, Pavilion, or Pool for a party call the office to see if dates are available. We recommend that you book in advance. All rentals are first come first served. Deposit will need to be paid before a date can be booked. The remainder of all fees, deposits and signing of the rental agreements must be done no later than 4:00p.m., on the Friday before the event. **THIS DOES NOT INCLUDE POOL PARTY DATES.** All parties must be cleaned up and finished no later than **10:00p.m.** **THE ASSOCIATION OFFICE DOES NOT WORK WEEKENDS NOR WILL ANY EMPLOYEE CALL TO REMIND YOU OF THE DATE YOU BOOKED.** Parking or driving on the grass will result in full forfeiture of the security deposit, **AS WELL AS ALCOHOL OF ANY KIND ON THE PREMISES (LIQUOR, BEER, WINE, CHAMPAGNE, ETC...)**

Clubhouse Rental

\$200.00 for 6-hour rental (includes set-up and clean-up).

\$100.00 non-refundable deposit to reserve your date before it can be entered into the calendar. This deposit will apply to the rental fee.

\$250.00 refundable security deposit (**No bills over \$20**). The deposit will be returned at 10a.m. the following business day after the party. Should any cleaning, broken rules or damages occur part or all your security deposit will be withheld to cover the costs.

\$15 Each additional hour- must be paid in advance. Please call the office for additional information. We do not refund any fees from cancelled parties.

Pavilion

\$70 for 5-hour rental (includes set-up and clean-up).

\$35 Non-refundable deposit to reserve your date before it can be entered into the calendar. This deposit will apply to the rental fee.

\$250 Refundable deposit (**No bills over \$20**). The entire area must be cleaned up and undamaged. Any trash, debris or damages will be paid for out of the security deposit if needed. Please be aware all moonwalks or other blow-up activities must have their own generator and water supply and have prior approval.

\$10 for each additional hour. Please call office for additional information. We do not refund any fees from cancelled parties due to weather.



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Pool Rental

***Pool parties can only be held during the hours the pool is closed.**

\$320 the basic pool party has 2 hours in the pool and 2 hours at the pavilion (total 4 hours), 40 people max in the pool. This includes 2 lifeguards. The baby pool is included but this pool must be supervised by a family member. No one over the age of 8 allowed in the baby pool.

\$160 Non-refundable deposit to reserve your date. This must be received before any date is held. This will apply to the cost of the rental.

\$250 Refundable security deposit (**No bills over \$20**). The entire area must be cleaned and undamaged. All pool parties must be paid in full no later than 2 weeks prior to the event- No Exceptions. If not paid on time you will lose your deposit and your reservation will be cancelled. Please be aware that all moonwalks or other blow-up activities must have a generator and have prior approval. We do not refund any fees from cancelled pool parties due to weather.

It is the renter's full responsibility to pay for the parties in full, complete the Renter's Agreement and provide a security deposit no later than the Friday before the party. The office is NOT open on weekends. Should the renter forget, they will lose the reservation fee. NO EXCEPTION. I have read and understand my responsibility. Please see above or check with the office.

**Assumption of the Risk and Waiver of Liability Relating to
Coronavirus/COVID-19 For Clubhouse usage**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal, state and local health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Biram Wood III C.A.I. (the association) has put in place preventative measures to reduce the spread of COVID-19; however, the association **cannot guarantee** that you will not become infected with COVID-19. Further, **using the association facilities could increase** your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the association facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the association facilities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, association employees, volunteers, BOD members and association residents and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself including (but not limited to), personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my use of the association facilities. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Biram Wood III C.A.I., its employees, BOD members, agents, and representatives, of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the association, its employees, BOD members, agents, and representatives, whether a COVID-19 infection occurs before, during, or after the use of any association facilities.

Signature

Date

Print Name

BIRNAM WOOD III C.A.I. &
VILLAGES OF SPRING OAKS HOA
23803 BIRNAM WOOD BLVD.
SPRING, TEXAS 77373
281/350-8556 Fax: 281/288-8951
Web Add: www.birnamwood3.com
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RIGHT TO ENTER AND INSPECT CLUBHOUSE DURING PARTIES

I _____ am aware that Birnam Wood III C.A.I. will send a constable to the clubhouse sometime during the party I am having on _____, between the hours of _____ and _____. She has our permission to check for containers in coolers and the refrigerator, etc.

I am also aware that NO ALCOHOL is permitted on Birnam Wood III premises. If the constable or any other person who represents the Association should find that I have permitted Alcohol to be consumed or present on Birnam Wood III premises the party will be shut down, everyone will be told to leave and I will forfeit my entire security deposit.

All Renters take full responsibility for themselves and their guest. If this action should be necessary, I will still be obligated to clean the entire clubhouse and surrounding grounds in accordance with the rules on my renter's agreement. If I do not clean up and follow the rules, Birnam Wood III will impose additional charges to cover the cost of the any necessary cleaning or repairs.

Signed _____

Date _____

"Our mission is to promote the enhancement of property values, security, and overall livability of our community while improving and maintaining the Common Areas." - Mission Statement for Birnam Wood III CAI -

BIRNAM WOOD III C.A.I.
CLUBHOUSE TERMS & CONDITIONS FOR RENTAL PARTIES

- I. **ALCOHOL IS STRICTLY PROHIBITED FROM THE PREMISES. SMOKING/VAPING INDOORS IS STRICTLY PROHIBITED.** The resident and guests will limit any smoking/vaping to outdoors only. All other recreational drugs are prohibited from the entire premises. Failure to comply will forfeit the entire rental fee and security deposit, and the party will immediately be shut down.
- II. **EVENT:** The reservation is strictly for private functions. Fundraising; sale, staging, or production of services and/or goods; business operations; and opening of the facility to the general public are prohibited. Failure to comply will forfeit the entire rental fee and security deposit, and the party will immediately be shut down.
- III. **NON-REFUNDABLE DEPOSIT:** A \$100 non-refundable deposit toward the total rental fee is required to be paid before the event will be reserved. If the Resident cancels or reschedules the event for any reason, the \$100 is forfeit. The only way this \$100 may be returned to the Resident is if the Association cancels the event due to no fault of the Resident.
- IV. **DUE DATE:** All contracts and monies must be completed and submitted to the Association no later than 30 minutes prior to the close of the Association's business day before the date of the reservation. Failure to provide any form or balance due by the deadline will cancel the reservation and forfeit the \$100 non-refundable deposit.
- V. **PRESENCE:** The BW3 Resident will be present for the entirety of the reservation. Under no circumstances will the Clubhouse be left unattended for any amount of time. The Clubhouse is not available to store any supplies or decorations before or after the reserved time.
 - a. A BW3 employee will arrive 10 minutes before the scheduled reservation to unlock the doors and perform an inspection. If the resident does not arrive within 30 minutes of the beginning of the reservation, the reservation will be cancelled, and the \$100 non-refundable deposit will be forfeit.
 - b. The event and all cleaning will be completed before the conclusion of the reservation time. A BW3 employee will arrive at the end of the reservation time to perform an inspection. If the event runs past the scheduled time, \$25 will be deducted from the security deposit per hour exceeded.
 - c. The premises will be fully vacated no later than 11pm. Any cleaning not performed by this time will be deducted from the security deposit.
- VI. **OCCUPATION:** No more than 150 individuals will occupy the Clubhouse at any time.
- VII. **PARKING:** All vehicles will be parked in parking spaces. No vehicles will drive or park on the grass or your full deposit will be forfeited. All driveways and throughways will be kept clear to allow normal pool/park traffic to enter, park, and exit the premises properly.
- VIII. **DECORATIONS:** No tacks, push pins, staples, tape, glue, or other adhesives/fasteners may be used on the building structure. No decorations may be attached to any wall, door, door frame, or window. All decorations must be setup on the tables and/or chairs or provide resident's own framing to support decorations. All tape used on the facility's chairs/tables must be removed with no residue left behind. Any damages left from decorations will be charged a minimum of \$25 up to the cost of repair from the security deposit.
- IX. **INFLATABLES:** Any inflatable attractions (i.e., bouncy house) must be set up in a grassy area outside and not impede the normal flow of vehicle traffic. Inflatables must have their own generator; **DO NOT USE CLUBHOUSE ELECTRICAL OUTLETS FOR INFLATABLE FANS.**
- X. **PIÑATAS/FIREWORKS/CONFETTI:** Piñatas will not be suspended from the walls, ceiling, or any other part of the Clubhouse structure (we recommend bringing an independent frame). All confetti, wrappers, glitter, and all other debris, both indoors and outdoors, will be cleaned up and disposed of or you will risk full forfeiture of your deposit. Fireworks are strictly prohibited on the premises.
- XI. **SUPPLIES:** Resident will furnish all party supplies, trash bags, and paper products. *The Association will NOT provide toilet paper, paper towels for party purposes, garbage bags, dish soap, nor hand soap.*
- XII. Mops, mop bucket, mop sink, brooms, toilet brush, plunger, cleaning chemicals, paper towels for cleaning purposes, and other cleaning tools are available to use as long as they are cleaned after use and returned to their storage locations. Dirty cleaning equipment and/or excessive use/waste of cleaning chemicals will be charged \$25 from the security deposit.
- XIII. **TABLES/CHAIRS:** Tables and chairs are available for use. All tables and chairs used must be wiped clean, folded, and stacked in the appropriate storage closet (instructions for proper storage are posted on the closet doors) by the end of the event. Improperly stacked tables and chairs will have \$50 deducted from the security deposit. Chairs and tables will be inventoried before and after the reservation by BW3 Staff. Any damaged and/or missing chairs will be charged \$25/each from the security deposit. Damaged and/or missing tables will be charged \$75/each from the security deposit.

BIRNAM WOOD III C.A.I.
CLUBHOUSE TERMS & CONDITIONS FOR RENTAL PARTIES (Continued)

- XIV. EXISTING OBJECTS:** All other contents found on the premises are the property of the Association or other groups that use the Clubhouse on a regular basis. Do not remove, relocate, or damage these objects. Existing furniture may be covered by a drape for decoration purposes.
- XV. TRASH:** All garbage and waste generated from the event; including inside, outside, and bathrooms; and including any cigarette butts outdoors, are to be cleaned up and disposed off-site. *Dumpsters are not provided for any Clubhouse Party waste.* Do not dispose of any waste at the outdoor trash cans provided for the park. All trash must be taken to Resident's home or otherwise disposed of off the premises.
- XVI. CLEANING:** All cleaning must be completed before the conclusion of the reservation using the cleaning chemicals provided. Each item listed in this section will be individual deductions of minimum \$25, more if the mess is excessive as determined by the BW3 employee, from the security deposit if not completed.
- a. Kitchen:** All party items removed from refrigerator, oven, microwave, and kitchen. All counters, sink, and floor thoroughly cleaned. If the stove, oven and/or microwave are used, they must be cleaned. Any stains on any other surface removed.
 - b. Bathrooms:** Toilets, sinks, and floor thoroughly cleaned. Any stains on any other surfaces must be removed.
 - c. Main Area:** Entire floor must be swept and wet mopped (recommended minimum of 4 bucket mop water changes) after all tables and chairs removed. No dirt or stains are to be left on the floor. Any stains on any other surfaces removed.
 - d. Windows/Doors:** Any fingerprints, smudges, and stains on windows and doors must be cleaned.
- XVII. DAMAGES/INFRACTIONS:** The resident is responsible for the cost of any damage, including repair and cleaning, incurred to the Clubhouse during the rental period. The Clubhouse shall be turned back over in a clean and undamaged condition. Should the Association find it necessary to clean the building, grounds, or perform repairs, the cost shall be taken from the security deposit. If the monetary amount for damages and/or other infractions exceeds the security deposit amount, the difference will be charged to the resident's property's account. Should the Association require the resident and their guests to vacate the premises prematurely, the resident is still obligated to clean the entire clubhouse and surrounding grounds in accordance with the terms and conditions of this rental agreement. If the clubhouse and grounds are not cleaned or are damaged, Birnam Wood III may impose additional charges to cover the cost of any necessary cleaning and/or repairs.
- XVIII. INDEMNITY:** The resident hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless Birnam Wood III, its elected and appointed officials, employees, and volunteers against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from Birnam Wood III, its elected and appointed officials, employees, volunteers and other working on its behalf, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in anyway connected or associated with the use of the Clubhouse.
- XIX. GUESTS:** The resident takes full responsibility for themselves and their guests, including all event and guest activities that occur inside the Clubhouse and the entire premises, to include the park, pavilion, and playground.
- XX. SECURITY DEPOSIT:** Should the Association find the need to clean and/or repair the facility and/or grounds due to any activity related to this event, the resident will be charged \$25, unless otherwise specified above, for each infraction. The security deposit will be available the next business day after 10am.

I, as the Resident responsible for the scheduled Clubhouse event, hereby agree to these terms and conditions.

Resident Signature

Date

Resident Printed Name

BIRNAM WOOD III C.A.I.
CLUBHOUSE TERMS & CONDITIONS FOR RENTAL PARTIES (Continued)

BW3 Staff

Date

CHECK LIST

1. Kitchen

- a. Floors mopped _____
- b. Floors swept _____
- c. Counters wiped _____
- d. Liner in trash can _____
- e. Take out trash _____
- f. Oven (inside & outside) wiped _____
- g. Refrigerator clean and wiped _____
- h. Microwave (inside & outside) wiped _____
- i. Check Garbage disposal to make sure it works _____

2. Bathrooms

- a. Swept floors- Boys _____ Girls _____
- b. Mopped floors- Boys _____ Girls _____
- c. Sinks cleaned - Boys _____ Girls _____
- d. Toilets cleaned - Boys _____ Girls _____
- e. Liners in trash cans - Boys _____ Girls _____

- 3. Tiles swept and mopped _____
- 4. Trash Taken home _____
- 5. Cigarettes butts picked up _____
- 6. Tables wiped _____
- 7. Chairs wiped _____
- 8. Tape on walls or trim _____

NOTICE

BEFORE LEAVING BUILDING:

1. TURN OFF ALL LIGHTS
2. TURN OFF A/C
3. TURN OFF HEAT
4. TAKE ALL TRASH HOME WITH YOU
5. WIPE COUNTERS IN KITCHEN & BATH
6. SWEEP ALL FLOORING
7. MOPPED ALL FLOORING
8. NO TACKS, PINS, STAPLES, SCREWS, OR NAILS MAY BE USED ON WALLS ONLY REGULAR TAPE MAY BE USED

CHARGES WILL BE ASSESSED IF ANY OF THESE RULES ARE NOT COMPIED WITH.

