



**RIVERSTONE HOMEOWNERS ASSOCIATION, INC.**  
**FACILITY RENTAL POLICY**

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND §

**I.       PURPOSE**

The purpose of this Facility Rental Policy (this “*Policy*”) is to provide guidance regarding the use and enjoyment of (i) The Club at Riverstone, located at 18353 University Blvd., Sugar Land, Texas 77479 (the “*Club*”), (ii) the Waterpark at Riverstone, located at the Club, Riverstone Boulevard Pool, located at 4515 Riverstone Blvd. Missouri City, TX 77459, and the Creekstone Village Pool, located at 5438 Creekstone Village Drive, Sugar Land, Texas 77479 (collectively, the “*Swimming Facilities*”), and (iii) The Pavilion at the Club at Riverstone, located at the Club, and The Pavilion at Avalon Central Park, located at the corner of W. Avalon and Macalister Falls Drive (the “*Pavilions*” and, collectively with the Club and the Swimming Facilities, the “*Facility*”) by Owners and Occupants of the Riverstone residential development. The Board of Directors (the “*Board*”) of Riverstone Homeowners Association, Inc. (the “*Association*”) has determined that it is in the best interest of the Association to establish this Policy concerning the use and enjoyment of the Facility.

**II.     APPLICABILITY AND AUTHORITY**

The property encumbered by this Policy is that property restricted by the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Riverstone Single Family Residential Areas, recorded under Clerk’s File No. 2024054325 in the Official Public Records of Fort Bend County, Texas, as same has been or may be amended from time to time (the “*Declaration*”), and any other property which has been or may be subsequently annexed into Riverstone and made subject to the authority of the Association.

Reference is made to the Declaration for all purposes. Unless otherwise specified in this Policy, the capitalized terms used in this Policy have the meanings set forth in the Declaration, which definitions are included in this Policy by this reference.

Pursuant to the authority in Article IV, Section B. of the Declaration, the Association has the right to establish Rules governing the Members’ use and enjoyment of the Common Area, which Common Area includes the Facility.

The Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Properties. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one or the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

### III. FACILITY RENTAL POLICY

The Association is pleased to offer use and enjoyment of the Facility to Members and guests through community group reservations and rentals for private events. Activities and the use of the Facility must comply with the Community Wide Standard established and existing throughout Riverstone. For purposes of this Policy, "Community Wide Standard" means the standard of development, improvements, use, conduct, architecture, landscaping, maintenance, or aesthetic matters generally prevailing throughout the Properties. Such standards may but are not required to be set out in the Dedicatory Instruments and Board resolutions. The Community Wide Standard may contain objective elements, such as specific maintenance or behavior requirements, and subjective elements, such as matters subject to the discretion of the Board.

In consideration of the privileges of reservation and rental use of the Facility, Applicants (defined below) agree on their own behalf, and on behalf of their agents, contractors, licensees, invitees, participants, and guests (collectively, "*Attendees*"), to be bound by this Policy.

### IV. ELIGIBILITY

Reservations and rentals of the Facility are limited to individuals residing in Riverstone and are for social use only. No events that produce revenue for personal gain are permitted. Only one (1) rental event per quarter will be accepted for each Riverstone household. An eligible individual applying to rent the Facility ("*Applicant*") may not reserve additional dates until the individual's current reservation is complete.

Applicants must (i) be 22 years of age or older, (ii) be a legal Owner or lessee of a Single Family Residence in Riverstone, and (iii) show acceptable proof of residence in Riverstone. All Applicants are required to be Members in Good Standing with the Association (for Applicants who are leasing a Riverstone property, the property Owner must be a Member in Good Standing).

Facilities are available for Riverstone-based 501(c)(3) non-profit organizations and community groups, and resident social clubs for group meetings and official business use ONLY. "Riverstone-based" is defined as groups in which 75 percent of the individuals belonging to the Applicant group are Association residents, and their organization/group is open to all Riverstone residents. Facilities are available for Riverstone-based Resident Social Clubs in which 100 percent of the individuals belonging to the Applicant group are Association residents, and their group is open to all Riverstone residents. The Association reserves the right to request organization rosters reflecting addresses and names of membership to confirm residency. Verification for Non-Profit Community Groups and Resident Social Clubs status is required upon application for consideration of use of the Facilities. Community Groups and Resident Social Clubs must adhere to the following guidelines:

**Non-profit Community Group Guidelines:**

- A. Shall be limited to organizations of ten (10) or more persons
- B. Maximum of one (1) use per month (free of charge)
- C. Maximum of three (3) hours per use (free of charge)
- D. Groups who hold an approved reservation for facility use shall not be permitted to secure an additional reservation until the conclusion of their current reservation period.
- E. Association is not responsible for setup, take down, or cleanup
- F. Groups may not rent Facilities for other organizations/individuals at non-profit rates
- G. Alcohol is not permitted, unless approved by the Lifestyle Director.
- H. Groups are subject to fees associated with staffing and security as deemed necessary by the Lifestyle Director. If the Lifestyle Director determines additional Association staff or security is necessary for the group's event, the group will incur all costs associated with the additional staff and/or security.
- I. Use is subject to approval by the Lifestyle Director
- J. Suspension or Revocation of Recognition

The Association, acting through its Board or designated representative, may suspend or revoke a Group's recognition at any time for cause, including but not limited to:

- i. Failure to comply with this Policy or any other applicable rules or laws;
- ii. Activities deemed disruptive, unlawful, or detrimental to the community;
- iii. Inactive status (defined as six (6) months of no meetings or communication);
- iv. Conduct inconsistent with the mission and values of the Association.
- v. Should any damage to the Facility occur, the responsible individual or group will be held liable for all repair or replacement costs as deemed necessary by the Association.

**Resident Social Club Guidelines:**

- A. Shall be limited to organizations of ten (10) or more persons
- B. Maximum of twice (2) use per month (free of charge), unless approved by the Lifestyle Director.
- C. Maximum of three (3) hours per use (free of charge), unless approved by the Lifestyle Director.
- D. Resident Social Clubs who hold an approved reservation for facility use shall not be permitted to secure an additional reservation until the conclusion of their current reservation period.
- E. Association is not responsible for setup, take down, or cleanup
- F. Resident Social Clubs may not rent Facilities for other organizations/individuals at non-profit rates
- G. Alcohol is not permitted, unless approved by the Lifestyle Director.
- H. Resident Social Clubs are subject to fees associated with staffing and security as deemed necessary by the Lifestyle Director. If the Lifestyle Director determines additional Association staff or security is necessary for the Resident Social Club's event, the Resident Social Club will incur all costs associated with the additional staff and/or security.
- I. Use is subject to approval by the Lifestyle Director
- J. Suspension or Revocation of Recognition

The Association, acting through its Board or designated representative, may suspend or revoke a Resident Social Club's recognition at any time for cause, including but not limited to:

- vi. Failure to comply with this Policy or any other applicable rules or laws;
- vii. Activities deemed disruptive, unlawful, or detrimental to the community;
- viii. Inactive status (defined as six (6) months of no meetings or communication);
- ix. Conduct inconsistent with the mission and values of the Association.
- x. Should any damage to the Facility occur, the responsible individual or Club will be held liable for all repair or replacement costs as deemed necessary by the Association.

## V. PROCEDURES FOR RESERVING THE FACILITY

To rent the Facility, an Applicant must submit a completed Facility Rental Application and Agreement (“*Rental Application*”) to the Association via mail or hand delivery to 18353 University Boulevard, Sugar Land, Texas 77479 or online at [www.riverstone.com/resident-rentals](http://www.riverstone.com/resident-rentals). The Rental Application is available on the Association’s website. The Facility is available to Applicants on a first-come, first-served basis; provided, however, all reservation requests must be received at least thirty (30) business days prior to the rental event. The Facility may be reserved a maximum of one (1) year in advance from the current date (i.e. on January 1, 2024, reservations may be accepted through January 1, 2025).

All Rental Applications are administered, reviewed, and approved or disapproved by the Association or its designated representative. Within ten (10) business days of its receipt of a Rental Application, the Association will advise the Applicant of whether the Facility is available for rent on the requested date and times and, therefore, whether the rental event has been approved. In the event the Association fails to notify an Applicant to confirm the availability of the Facility, the Facility is deemed unavailable. The submission of a Rental Application prior to notification of approval from the Association does not reserve the Facility.

Rental Applications for the rental of the Facility and payment related to same will only be accepted from an eligible Applicant. The person signing the Rental Application must handle all transactions, inquiries, and changes related to the rental of the Facility. The Applicant is required to be present at the rental event and available to the Association during the entire course of the rental event for which the Applicant made a reservation. The Applicant must provide the name and contact information for at least one (1) alternate individual who may serve as a contact for the rental event.

The privilege of rental and use of the Facility is exclusive to the Applicant. The Applicant may not sublease or assign the Applicant’s reservation to any other individual, group, or organization, nor may the use of the Facility be for any other purpose other than that which is stated on the Rental Application. Rental events are for the specific areas selected in the Rental Application and no other areas of the Riverstone amenities may be used for rentals. The Applicant is responsible for ensuring that all Attendees remain in the area reserved during the rental event.

The Association reserves the right to deny a Rental Application based on the Applicant’s or the Attendees’ previous rental history at the Facility. In addition, the Association reserves the right to deny Rental Applications that are deemed divisive, illegal, or immoral, in the sole discretion of the Board.

All Rental Applications are revocable by the Association at any time.

## VI. RENTAL GUIDELINES

### A. Rental Dates and Times

1. Available Rental Dates and Times. The Facility is available for rent on the following dates and times:

a. The Club

(1) Live Oak Ballroom

Monday – Thursday 10:00 a.m. – 10:00 p.m.	Friday – Saturday 10:00 a.m. – 11:00 p.m.	Sunday 12:00 p.m. – 10:00 p.m.
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Any decoration activities for the lobby and hallway in the Live Oak Ballroom may not commence until 5:00 p.m. on Monday through Friday.

(2) The Clubhouse Conference Room

Monday – Friday 10:00 a.m. – 7:00 p.m. p.m.	Saturday – Sunday 12:00 p.m. – 7:00 p.m.
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b. The Swimming Facilities

(1) Riverstone Boulevard Pool

Monday Closed	Tuesday – Friday 3:00 p.m. – 8:00 p.m.
Saturday 11:00 a.m. – 8:00 p.m.	Sunday 1:00 p.m. – 7:00 p.m.

(2) Creekstone Village Pool

Monday 10:00 a.m. – 9:00 p.m.	Tuesday Closed
Wednesday – Saturday 10:00 a.m. – 9:00 p.m.	Sunday 1:00 p.m. – 7:00 p.m.

(3) Waterpark Pool

Monday  
Closed

Tuesday – Saturday  
10:00 a.m. – 9:00 p.m.

Sunday  
11:00 a.m. – 8:00 p.m.

c. The Pavilions

Monday –

Sunday  
10:00 a.m. – 10:30 p.m.

d. Riverstone Racquet Club

Monday – Saturday  
8:00 a.m. – 4:00 p.m.  
p.m.  
4:00 p.m. – 8:00 p.m.

Sunday  
8:00 a.m. – 12:00

Applicants understand that rental events that occur during business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.) are subject to business traffic. Only one rental event is allowed per location per day.

2. Completion of Rental Event. The Facility, including parking lots, must be promptly cleared and vacated within 30 minutes after the end of the rental event. Failure of Applicant and any Attendees to vacate the Facility at the designated time may result in Applicant's forfeiture of the security deposit.
3. Unavailable Rental Dates; Holiday Rentals. The Association, in its sole and absolute discretion, reserves the right to restrict dates that the Facility is available for rentals, which restrictions may include limitations on rentals on major federal holidays. Rental events taking place on major federal holidays may be subject to additional rental fees. The Facility is not available for rental events on the following holidays:

Good Friday  
Memorial Day  
Labor Day  
Christmas Day

Easter Weekend  
Father's Day  
Thanksgiving Week  
New Year's Eve

Mother's Day  
July 4<sup>th</sup>  
Christmas Week  
New Year's Day

**B. Conduct and Compliance with Applicable Laws and Deed Restrictions**

Applicant and all Attendees using the Facility must comply with (i) the laws of the United States and the State of Texas, (ii) all rules, regulations, laws, and ordinances adopted by Fort Bend County, Texas and (iii) Association Rules, regulations, deed restrictions, and governing documents. Applicant and all Attendees will be subject to all applicable law enforcement penalties while on Association premises.

Applicant and all Attendees must conduct themselves in a manner which will not interfere with Association staff or with residents of Riverstone, or the residents' enjoyment of Riverstone. Obnoxious, abusive, destructive, reckless, rude, or boisterous behavior will not be tolerated.

Applicant assumes full responsibility for the character, acts, and omissions of all the Attendees attending the rental event which might result in a violation of any of the terms and conditions set forth in this Policy.

The Association has the right, but not the obligation, to remove from the Facility any objectionable person or persons. Persons visibly under the influence of drugs or alcohol will be required to leave the Facility and surrounding areas.

**C. Rental Occupancy Limits**

Live Oak Ballroom is limited in occupancy to 84 people seated or 115 people standing.

The Clubhouse Conference Room is limited in occupancy to 10 people.

The Riverstone Racquet Club is limited in occupancy to 10 people.

The Pavilion at The Club at Riverstone is limited in occupancy to 24 people.

The Pavilion at Avalon Central Park is limited in occupancy to 24 people.

The Riverstone Boulevard Pool is limited in occupancy to 309 people. Rentals of the Riverstone Boulevard Pool are limited to 25 people during open-pool hours or 50 people after pool hours.

The Creekstone Village Pool is limited in occupancy to 265 people. Rentals of the Creekstone Village Pool are limited to 25 people during open-pool hours or 50 people after pool hours.

The Waterpark at Riverstone is limited in occupancy to 731 people.

**D. Parking**

Applicant and Attendees must drive and park motor vehicles in accordance with applicable laws and posted regulations. Parking for approximately 80 vehicles is available for rental events. Parking is available on a first-come, first served basis and may not be reserved in advance. Parking is permitted only in designated areas. There is no guarantee that all parking spaces located at the

Facility will be available for a rental event. No street parking, parking along the turn into the Facility or along the circle drive, or parking on any grass is permitted.

Parking may, in the sole discretion of the Association, be blocked off and unavailable for use during a rental event during certain Association events. In the event of any such parking unavailability, the Applicant will be notified in advance must plan accordingly.

Applicant and Attendees are required to remain inside the Facility or within the confines of the outside patio serving the Facility throughout the duration of the rental event. Attendees are not permitted to remain in their cars, in the parking lot, or on the streets or sidewalks adjacent to the Facility except upon arrival and departure. Attendees may not cause excessive vehicle noise or vehicle audio system noise, cause undue traffic congestion, or drive recklessly when arriving or departing the rental event.

**E. Poster and Signs**

No signs of any sort may be posted throughout the Properties or at the Facility and no advertising leaflets, papers, or written materials may be distributed within the Properties or at the Facility without the consent of the Board.

**F. Equipment**

No outside equipment, including personal cooking devices, portable grills, smoker pits, barbeque trailers, smoke machines, inflatable units, and special lighting, is permitted within the Facility or on the premises without the prior written consent of the Association. The Association reserves the right to prohibit outside equipment or rental services from being brought into the Facility if, in the Association's sole discretion, such outside equipment or rental services will potentially create additional risk to the Facility or its furnishings or if such outside equipment or rental services will necessitate additional custodial or staffing services. The Association reserves the right to require additional insurance for any equipment or rental services that are brought into the Facility.

Catering services are allowed to arrive at the Facility two (2) hours prior to the rental event. **No heating equipment is allowed inside the Facility except for caterer's heating devices.** Only caterers are permitted to access the Facility one hour prior to the rental event; neither Applicant nor any Attendee may access the Facility prior to the rental event for general set up purposes.

Equipment located in the Facility includes (i) an audio system, refrigerator, microwave, ice maker, and food warmers located in Live Oak Ballroom, and (ii) a television in the Clubhouse Conference Room. The Association does not guarantee that all equipment will be available or working for every rental event. In the event that equipment is not functioning prior to a rental event, Applicant will not be entitled to any discount or return of rental fees because of such equipment's failure. At the termination of the rental event, all food must be removed from the

refrigerator, all dishes and food must be removed from the food warmers, and all equipment must be left in a clean condition. Furniture in the Facility may not be rearranged.

The storage of any supplies or equipment prior to or following a rental event is not permitted.

**G. Chairs and Tables**

The following will be supplied during each rental event located at Live Oak Ballroom in the Club:

- 6' rectangular tables
- 60' round tables (seat 8)
- 48" round tables (seat 6)
- Cocktail Tables
- 84 banquet chairs

The Applicant is responsible for the assembly, set up, and breakdown of all tables and chairs used during the rental event; provided, however, upon payment of an additional set up fee, the Applicant may request that the Association assemble, set up, and breakdown all tables and chairs to be used during the rental event. In such event, Applicant must request how many tables and chairs Applicant needs based on the number of Attendees anticipated to attend the rental event.

Tables, chairs, and other objects may not block or impede the flow of traffic in or out of any exits to or from the building. Doors may not be propped open during the rental event. All Attendees must enter the Club through the main Facility entrance.

Tables and chairs are not available and will not be provided for rental events located in other parts of the Facility.

**H. Music and Sound Levels**

The Association may monitor the sound level of musical or sound equipment, and the Association reserves the right to require an Applicant to reduce sound levels if, in the discretion of the Association, such reduction is deemed necessary. Failure to reduce sound levels upon request by the Association may result in immediate termination of the rental event and the forfeiture of the security deposit.

**I. Smoking, Vaping & Glass Containers**

Smoking and Vaping is prohibited at all Facility's. Glass containers are permitted inside the Club; however, glass containers are prohibited on the Facility's exterior grounds, in the Swimming Facilities, and in the parking lots.

**J. Alcohol**

To the extent applicable, Applicant is responsible for obtaining all licenses that the Texas Alcohol Beverage Commission (TABC) may require for the service of alcoholic beverages at the Facility. The Applicant must obey all state alcohol regulations and is responsible for fines should those regulations be violated.

Applicant assumes responsibility for ensuring that (i) no Attendee under the age of 21 is served or consumes alcoholic beverages at the Facility, (ii) no Attendee who is intoxicated is served alcoholic beverages at the Facility, and (iii) no Attendee who is intoxicated is permitted to drive when leaving the Facility. If any Attendees under the age of 21 or any uninvited persons under the age of 21 attend the rental event and bring alcohol into the Facility, the Applicant must notify the local police department to seek assistance.

Alcoholic beverages may only be consumed inside the Live Oak Ballroom in the Club. No alcohol may be consumed in the other indoor facilities located in the Club or in the Swimming Facilities, in the Racquet Club, in the Pavilions, in the parking lot, or in areas adjacent to the Facility. Any rental event that includes alcohol will require a security officer, as provided in this Policy. Alcohol service must end at least 30 minutes prior to the end of the rental event or at the time when the professional bartending service leaves the rental event.

Alcohol may not be sold at the Facility.

**K. Animals**

No animals (other than assistance animals) are permitted at the Facility.

**L. Decorations**

Only freestanding decorations may be used during rental events. No decorations of any type may be attached to the structures, ceilings, walls, or furnishings within the Facility. No tape, pins, staples, glitter, confetti, rice, birdseed, silly string, pinatas, or candles (except cake candles) are permitted inside the Facility or anywhere on the premises or grounds adjacent to the Facility. String lighting, decorations, and wires are not allowed in the outdoor plants, trees, or light poles. No helium balloons are permitted inside the Facility or the back patio. Non-helium balloons (i.e., balloon arches) are permitted in the Facility. No fireworks are permitted anywhere on Riverstone property.

All table centerpieces and other decorations must meet fire and safety codes and regulations (i.e., no open flames, except for cake candles).

During any given month, including during the holiday season, seasonal decorations may be displayed at the Facility and such decorations will not be able to be moved or taken down during any rental event.

**M. Table Coverings**

Table coverings must be used on any table where food, beverages, paints, markers, crayons, or any other liquids will be stored, used, or consumed. Plastic, paper, or cloth covering varieties are permitted and must be provided by the Applicant. No tape or staples may be used to attach table coverings to the tables within the Facility.

**N. Clean Up**

The Applicant must return the Facility and its furnishings, equipment, and property in substantially the same condition as received. Before leaving the Facility, the Applicant must (i) clear all tables and remove all decorations and personal belongings, and (ii) clean the kitchen and restrooms, if applicable and if used during the rental event. Applicant is responsible for disposing of all trash after the termination of the rental event. Two garbage cans with bags will be provided at the start of the rental event. Applicants are responsible for providing any additional garbage bags needed for event clean up.

No trash may be stored or left behind at the Facility at the conclusion of the rental event. Applicant must remove all trash from the Facility upon termination of the rental event or pay \$20.00 per bag of trash to the Association for the Association to cause such removal.

**O. Non-Conforming Events**

Rental events that do not conform to the Community Wide Standard (as determined in the sole discretion of the Board), the requirements and standards stated in this Policy, and any violations by the Applicant and any Attendees may result in immediate cancellation or termination of the rental event and forfeiture of the security deposit.

**P. Event Security**

The Association has the right to require uniformed security officers for any rental event. In general, any rental event at which alcohol will be served and which will be attended by fewer than 50 Attendees will be required to have a minimum of one (1) uniformed security officer, and any rental event at which alcohol will be served and which will be attended by 50 or more Attendees will be required to have a minimum of two (2) uniformed security officers.

The Association reserves the right to require additional security officers, paid for by the Applicant, if, in the sole discretion of the Association, it is deemed there is an additional security need based on factors such as, by way of illustration and not in limitation, the number of Attendees, the average age of the Attendees, the nature of the rental event and activities conducted at the rental event, the hours and duration of the rental event, the presence of live entertainment at the rental event, and past experience with a group.

Cost for security, as determined by the Association, will be included or added to the Facility rental cost. All fees are due at least ten (10) days prior to the rental event. Failure to make payment at least 10 days prior to the rental event may result in termination of the rental event and forfeiture of the security deposit.

Security officers will be scheduled by the Association; Applicants are not permitted to provide their own security officers. Security officers scheduled by the Association will be in attendance for the full duration of the rental event at the Facility, beginning a minimum of 30 minutes prior to commencement of the rental event and ending a minimum of 30 minutes after the conclusion of the rental event. This requirement may be modified at the discretion of the Board. Security officers must be booked for a minimum of 3 hours, including 30 minutes prior to the rental event and 30 minutes after the rental event.

Security officers have full authority to enforce the provisions of this Policy and all laws, rules, regulations, and deed restrictions applicable to the Facility.

If uniformed law enforcement officers are called to the Facility due to a disturbance, the Applicant will be charged for the extra officers at a law enforcement officer rate equal to 1½ times their hourly rate.

**Q. Lifeguards**

For rental events at the Swimming Facilities, the Applicant must arrange with the Association's provider of pool management and maintenance services (the "***Pool Service Provider***") for the presence of lifeguards at the rental event. In addition to the lifeguards present at the Swimming Facilities for everyday use of the Swimming Facilities by residents of Riverstone and their guests, the Applicant must arrange with the Pool Service Provider for the presence of at least one lifeguard at the Swimming Facilities for the duration of the rental event to oversee the rental event. Additional lifeguards may be required for the rental event, as determined in the discretion of the Pool Service Provider. All lifeguard fees will be paid to the Pool Service Provider. At least 14 days prior to the rental event, the Applicant must provide the Association with written confirmation from the Pool Service Provider that the Pool Service Provider will provide the requisite number of lifeguards for the rental event. Failure to provide this confirmation may result in cancellation of the rental event and forfeiture of the security deposit.

**R. Non-Emergencies**

If additional Association staff, other than those staff members scheduled to work during the rental event, are called to the Facility to respond to a non-emergency that is not the fault or responsibility of the Association (for example, a pulled fire alarm with no threat of fire or damage requiring immediate attention), the Applicant will be billed a minimum of \$75.00 for the first hour of additional staff work and \$25.00 per hour thereafter for services rendered by the additional staff members.

**S. Additional Requirements for Youth**

Rental events for individuals under 18 years of age require at least 1 individual aged 18 years of age or older for every 5 individuals under 18 years of age present at the rental event. Such individuals aged 18 years of age or older must be present throughout the duration of the rental event, including set up and clean up. Failure to comply with this provision may result in termination of the rental event and forfeiture of the security deposit.

**T. Personal Property**

The Association is not responsible for any loss of or damage to personal property placed in or at the Facility or on the Facility grounds by the Applicant or any Attendee. Furthermore, the Association is released and discharged from any liability for loss, injury, or damage to persons or property that may be sustained arising out of the use of the Facility and its grounds or by security services.

After expiration of the rental time set forth in the Rental Application, or upon termination or cancellation of the rental event by the Association or the Applicant, the Association may remove from the Facility all personal property remaining thereon and store or dispose of the personal property where and however it sees fit at the cost of the Applicant. The Association is not liable in any way to the Applicant or any Attendee on account of the removal, storage, or disposal of such personal property.

**U. Cancellations, Damages, and Security Deposits**

**1. Payment for Rental Fee and Security Deposit**

Payments of both rental fees and security deposits may be made by check payable to “Riverstone Homeowners Association, Inc.”, by credit or debit card payment, or by submitting an online payment at [www.riverstone.com/resident-rentals](http://www.riverstone.com/resident-rentals). **NO CASH WILL BE ACCEPTED.** All applicable fees will be charged for all returned checks. Payments made by credit or debit card may be subject to processing and handling fees. Payments of the rental fee and the security deposit must be made separately. The Applicant must pay the rental fees and the security deposit, in full, at the time of the reservation. The reservation is not confirmed until the rental fees and security deposit have been paid in full to the Association. **Any rental fees charged for hours that the Facility was not used are non-refundable.**

The amount of the rental fees and security deposit are set forth on the Facility Rental Price Sheet adopted by the Board from time to time (the “*Price Sheet*”). The Board may increase or decrease all fees set forth on the Price Sheet at any time as it, in its sole discretion, deems necessary. In addition, if the proposed rental event is to include activities which, in the discretion of the Association, create additional risk to the Facility or to the Facility’s furnishings, or which necessitate additional custodial services, the Association is

authorized to require additional amounts for the security deposit as the Association deems commensurate with the additional risk or services required.

## 2. Purpose and Use of Security Deposits

The security deposit may be used (i) to repair, replace, or compensate for any property of the Association which is damaged or missing as a result of use of the Facility by the Applicant and the Attendees, and (ii) to compensate for the minimum number of hours of rental and personnel costs established on the Price Sheet if the Applicant does not show or the rental event is terminated due to violations of this Policy or any applicable laws, ordinances, rules, regulations, or deed restrictions. An additional charge may be billed to the Applicant if damages or staff emergency response exceed the security deposit.

The Applicant must arrive at the Facility 30 minutes prior to the rental event to complete the initial section of the Facility Pre/Post Rental Inspection Checklist (the "**Checklist**") with an Association representative. The Applicant must also complete the Checklist at the conclusion of the rental event. The Checklist is used to ensure clarity regarding the condition of the Facility before and after the rental event. Any issues with the Facility found by the Applicant while completing the initial section of the Checklist must be reported to the Association prior to the commencement of the rental event. Failure to report issues with the Facility or portions of the Facility listed on the Checklist prior to the commencement of the rental event may result in the Applicant being held responsible for the issues at the conclusion of the rental event.

The Applicant must leave the Facility in substantially the same condition as found upon arrival. Applicant assumes liability for the cost of repairing damage or loss to Association property caused by Applicant and the Attendees and agrees to reimburse the Association for all costs which may be incurred in excess of the security deposit for the repair, replacement, or payment for any property of the Association which is damaged, destroyed, misplaced, or stolen by Applicant or the Attendees.

## 3. Return of Security Deposit; Rental Event Cancellations

If Applicant gives written notice of cancellation of a reservation no later than 14 business days prior to the scheduled rental event, the Association will return the security deposit to the Applicant. If the Applicant cancels the reservation less than 14 business days prior to the scheduled rental event, the Applicant will forfeit the security deposit. The date of notice of cancellation is the date the notice was received by the Association rather than the date the Applicant sent any such notice.

The Association may hold the security deposit for such period of time as is necessary, but not to exceed 30 days, to determine the full extent of damages and to make all repairs or to secure any replacements necessary. Security deposit refunds for completed rental events will be returned to the Applicant by mail in the form of a check issued by the Association approximately 30 business days following the rental event. In the event the security deposit is not used by the Association following the rental event, the Association may return the check issued by the Applicant to the Applicant, if applicable.

## I. LIABILITY INSURANCE AND INDEMNIFICATION

### A. Insurance

Applicant must carry a homeowner's insurance policy and provide proof of such policy upon request by the Association. Applicant understands and agrees that the Applicant's insurance policy will be primary in the event of a loss or claim related to the use of the Facility. The Board reserves the right to require the Applicant to obtain event insurance and liquor liability insurance as set forth on the Rental Application.

### B. Indemnification

#### 1. Indemnification, Waiver, Release and Assumption of Risk

**APPLICANT ACKNOWLEDGES THE INHERENT RISKS INVOLVED IN THE USE OF THE FACILITY (INCLUDING THE SERVING OF FOOD AND ALCOHOL, AS APPLICABLE PER THIS POLICY), INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, SICKNESS, DISEASE, AND DEATH. APPLICANT ALSO ACKNOWLEDGES THAT USE OF THE FACILITY IS POTENTIALLY DANGEROUS AND THAT THE TYPE OF INJURY OR DAMAGE DESCRIBED ABOVE CAN OCCUR WHEN USING THE FACILITY. APPLICANT ACKNOWLEDGES THAT THE APPLICANT'S USE OF THE FACILITY IS DONE WITH FULL KNOWLEDGE AND DISCLOSURE OF THE RISKS AND DANGERS ASSOCIATED WITH SUCH USE. APPLICANT MUST COMPLY (AND MUST CAUSE ANY GUESTS, INVITEES, OR LICENSEES OF APPLICANT TO COMPLY) WITH THE ASSOCIATION'S RULES, REGULATIONS, GUIDELINES, POLICIES, AND RESTRICTIONS AND ANY LOCAL OR FEDERAL GUIDANCE OR RULES GOVERNING APPLICANT'S (AND APPLICANT'S GUESTS', INVITEES', AND LICENSEES') USE OF THE FACILITY.**

**APPLICANT ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, SICKNESS, DISEASE, DEATH, AND DAMAGES OF ANY KIND (COLLECTIVELY, "*DAMAGE*"), SUSTAINED BY APPLICANT OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO APPLICANT'S (OR APPLICANT'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE FACILITY. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION, SUGAR LAND RANCH DEVELOPMENT, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, HILLSBORO ESTATES, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, HERRIN RANCH DEVELOPMENT II INC, A TEXAS CORPORATION, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS (OF AN LLC), COMMITTEE MEMBERS, EMPLOYEES, PARTNERS, AGENTS,**

SUCCESSORS, ASSIGNS, AFFILIATES, CONTRACTORS, SUBCONTRACTORS OF ANY TIER, SISTER AND PARENT COMPANIES, SUBSIDIARIES, AND INTERRELATED COMPANIES (COLLECTIVELY, THE “INDEMNIFIED PARTIES”). APPLICANT ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT APPLICANT ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND APPLICANT FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE APPLICANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE FACILITY.

APPLICANT DOES HEREBY RELEASE, ACQUIT, FOREVER DISCHARGE AND AGREE TO HOLD HARMLESS THE INDEMNIFIED PARTIES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, AT COMMON LAW, STATUTORY OR OTHERWISE, THAT APPLICANT HAS OR MIGHT HAVE, KNOWN OR UNKNOWN, NOW EXISTING OR THAT MIGHT ARISE HEREAFTER, DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO THE USE OF THE FACILITIES. THIS RELEASE IS SPECIFICALLY INTENDED TO RELEASE ALL CLAIMS OF ANY KIND WHICH APPLICANT MAY HAVE AGAINST THE INDEMNIFIED PARTIES AND THE INDEMNIFIED PARTIES’ OWN NEGLIGENCE AND REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM, DEMAND, CAUSE OF ACTION, OR LIABILITY INDEMNIFIED AGAINST RELATED TO THE APPLICANT’S USE OF THE FACILITIES.

APPLICANT MUST INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS BROUGHT BY APPLICANT OR BY ANY GUESTS, INVITEES, OR LICENSEES OF APPLICANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO APPLICANT’S OR ANY OF SUCH THIRD PARTIES’ PRESENCE IN OR USE OF THE FACILITY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES’ OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

## 2. Third-Party Claims

If any action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or other matter is asserted or instituted, or any other event occurs, in each case by a person or entity not a party to the Rental Application (each, a “*Third-Party Claim*”) relating to any matter as to which any Indemnified Party is entitled to indemnification pursuant to this Policy or the Rental Application, then the Indemnified Party shall promptly notify Applicant

of such Third-Party Claim, provided that the failure to so notify Applicant shall not relieve Applicant of its obligations hereunder. Applicant's duty to defend applies immediately, regardless of whether an Indemnified Party has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any third-party claim. An Indemnified Party may select its own legal counsel to represent its interests, and Applicant shall (i) reimburse such Indemnified Party for its costs and attorneys' fees immediately and upon request as they are incurred; and (ii) remain responsible to such Indemnified Party for any damage or losses indemnified hereunder. Applicant shall not, without the applicable Indemnified Parties' prior written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought hereunder. Further, in the event Third-Party Claims are or have been asserted or instituted against Applicant and one or more Indemnified Parties, and such Third-Party Claims relate to or arise out of the same event, occurrence, or transaction (or a series of events, occurrences, or transactions), then Applicant shall cause any settlement of such Third-Party Claims asserted or instituted against Applicant to also include, without limitation, a comprehensive settlement and release of claims against such Indemnified Parties. Before any use of the Facility, Applicant shall (A) cause its insurance policies (if insurance is required by this Agreement) to be endorsed so that the policies comply with this Section; (B) cause its insurance carriers to comply with this Section; and (C) not permit its insurance carriers to settle any such Third-Party Claims asserted or instituted against Applicant without also obtaining a comprehensive settlement and release of claims against the Indemnified Parties.

3. Other Claims

Any Indemnified Party may make a claim for indemnification pursuant to this Policy or Rental Application that does not involve a Third-Party Claim by providing notice to Applicant.

4. Third-Party Beneficiaries

The Applicant designates the Indemnified Parties (other than the Association) as third-party beneficiaries of this Policy, having the right to enforce this Policy and any corresponding Rental Application.

## II. CONTACT INFORMATION

For further information or clarification regarding this Policy, please contact the Association at 18353 University Boulevard, Sugar Land, Texas 77479, by telephone at 281-778-2050, or by email to the Association's community manager at [TheClub@Riverstone.com](mailto:TheClub@Riverstone.com). In the event of an after-hours emergency, please call the Association's emergency line at 713-535-6247 or call 911.

[SIGNATURE PAGE FOLLOWS]



