

CLUBHOUSE USE AUTHORIZATION AGREEMENT

This Clubhouse Use Authorization Agreement (this "Agreement") dated effective as of March _____, 2026 (the "Effective Date") is from _____, whose address is _____, Texas _____ (the "Owner") and in favor of **HARPER'S PRESERVE COMMUNITY ASSOCIATION, INC.**, a Texas non-profit corporation, whose address is c/o SBB Management, 6630 Cypresswood Drive, Suite 100, Spring, Texas 77379 (the "Association").

RECITALS

- A. The Owner is the owner of the real property located at _____, _____, Texas _____ (the "Property"); such Property being located in the Harper's Preserve community located in Montgomery County, Texas (the "Community").
- B. The Owner leases the Property to _____ (the "Tenant").
- C. The Association is the property owners' association for the Community and is the owner of the clubhouse for the Community located at _____ (the "Clubhouse").
- D. The Owner has requested that the Tenant be allowed to lease the Clubhouse on _____, 2026, for the purposes of _____ (the "Lease").
- E. The Association is unwilling to allow the Tenant to Lease the Clubhouse without the Owner entering into this Agreement.

AGREEMENT

For and in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Lease of the Clubhouse.** The Association hereby agrees to allow the Tenant to Lease the Clubhouse from the Association upon terms and conditions acceptable to the Board, in its sole and absolute discretion.
2. **Damages.** To the extent the Clubhouse, the surrounding areas or any of the Association's furniture, equipment, or other personal property are damaged due to, or associated in any manner whatsoever with, the Lease of the Clubhouse to the Tenant or the use of the Clubhouse by the Tenant, the Tenant's guests, invitees, contractors or agents, or the Clubhouse is not returned in at least the same condition as it was before the use by Tenant, the Tenant's guests, invitees, contractors or agents, the Owner shall be directly and fully responsible for such damage and agrees to immediately reimburse the Association for the costs and expenses incurred by the Association to repair any such damage and/or to replace any damaged items. The Association shall be entitled to exercise any and all legal and equitable rights that it may have for such reimbursement.
3. **RELEASE AND INDEMNITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE OWNER AGREES TO RELEASE, INDEMNIFY, PROTECT, HOLD HARMLESS AND DEFEND THE ASSOCIATION AND ITS LEGAL REPRESENTATIVES, MEMBERS, AGENTS, EMPLOYEES, OFFICERS, AND DIRECTORS, FROM AND AGAINST ALL COSTS, EXPENSES, CLAIMS, DEMANDS, DAMAGES, INJURIES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, LIABILITIES AND EXPENSES, INCLUDING COURT COST AND

ATTORNEY'S FEES OF ANY NATURE, KIND OR DESCRIPTION (INCLUDING WITHOUT LIMITATION, CLAIMS FOR PROPERTY DAMAGE, INJURIES TO OR DEATH OF ANY PERSON OR ENTITY) ARISING OUT OF OR, IN ANY WAY CONNECTED WITH, THE LEASE OF THE CLUBHOUSE BY THE ASSOCIATION TO TENANT OR THE USE OF THE CLUBHOUSE BY TENANT OR TENANT'S GUESTS, INVITEES, CONTRACTORS OR AGENTS. **THE OBLIGATIONS UNDER THIS INDEMNIFICATION SHALL APPLY EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE ASSOCIATION AND WHETHER OR NOT SUCH SOLE OR CONCURRENT NEGLIGENCE OF THE ASSOCIATION WAS ACTIVE OR PASSIVE OR BY ANY MATTER OR THING IN WHICH LIABILITY MIGHT BE IMPOSED.**

4. **Miscellaneous.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. If any action at law or in equity including any action for declaratory relief is brought to enforce or interpret any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees from the other party. Any notice, tender or delivery to be given by either party to the other under this Agreement shall be sufficient if in writing and sent via hand delivery or by registered or certified mail, postage prepaid, return receipt requested at the party's respective addresses listed herein and shall be deemed received the earlier of actual receipt or, deposit in the United States mail. This Agreement may be executed in one or more counterparts which taken together shall constitute one instrument without the necessity of each party executing the same counterpart.

Executed as of the Effective Date.

OWNER:

Signature: _____
Print Name: _____

ASSOCIATION:

HARPER'S PRESERVE COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation

By: _____
_____, President