

BIRCH CREEK FOREST PROPERTIES, INC. COMMUNITY CENTER RENTAL AGREEMENT

This Rental Agreement is entered into on this _____ day of _____, 20____, by and between Birch Creek Forest Properties, Inc. and _____
the Member or Tenant (the "Renter"), residing at: _____

1. Rental Details:

- **Premises:** Birch Creek Forest Community Center
- **Date of Rental:** _____
- **Time Availability:** 10:00 AM - 10:00 PM
- **Estimated Number of Guests:** _____ **Renter's Phone #:** _____
- **Purpose of Use:** _____

2. Rental Fee and Deposit:

- **Members:**
 - \$100.00 for a full day 10 am - 10 pm
 - Deposit of \$50.00 is due at the time of booking.
- **Tenants of Rental Properties:**
 - \$150.00 for a full day 10 am - 10 pm
 - Deposit of \$100.00 is due at the time of booking.
- **Additional Time:** If a renter needs time to set up prior to 10 am on the day of rental, an additional fee of \$25.00 will be due.
- **Public Use:** Only Members may use the Community Center free of charge for events that are open to all Members. ALL events must be approved by the Board of Directors.
- **Payments:**
 - Deposit AND Rental Fee must be paid **PRIOR** to receiving the key. Key may be picked up the day before the rental, provided the building is not rented that day and the additional time fee is paid. Otherwise, the key can be picked up at 10:00 am the day of rental. Arrangements to get the key must be made with a Contact Person listed below.
- **Refundable Deposit:**
 - The deposit will be refunded if the building is left orderly, with no damages.
 - If the rental is cancelled at least seven (7) calendar days before the rental date, the deposit will be refunded. If cancelled less than seven (7) calendar days before the rental date, the deposit will not be refunded.

3. Renter's Responsibilities:

- The Renter agrees to:
 - Use the premises solely for the stated purpose.
 - Follow all Association Rules and Regulations.
 - Ensure the building is cleaned and returned to its original condition after use.
 - Renter is responsible for their own paper goods and plastic ware.
 - Renter is responsible for ensuring the building is locked after use.

4. Cancellation Policy:

Cancellations must be made at least seven (7) calendar days **before** the rental date for a full refund of the rental fee and deposit. If cancellation is less than seven (7) calendar days of the rental date, only the rental fee will be refunded.

5. Prohibited Activities:

The following activities are strictly prohibited:

- o Smoking or vaping inside the building.
- o Illegal activities.
- o Excessive noise disturbances.
- o BBQ pits are not allowed in the building or under any covered areas.
- o No parking of vehicles inside the park area.

6. Liability and Indemnification:

The Renter assumes full responsibility for any damage to the premises during the rental period and agrees that all use of the facilities is at their own risk. The Renter further agrees to release, indemnify, defend, and hold harmless Birch Creek Forest Properties, Inc., its Board of Directors, Officers, agents, and volunteers from any and all claims, injuries, damages, losses, or liabilities of any kind arising from or related to the Renter’s use of the premises, including those sustained by the Renter, their guests, or any third parties during the rental period.

7. Additional Terms:

- All rentals must conclude by 10:00 PM, including trash removal & vacating the premises.
- Renter agrees to pay \$100 for a lost or unreturned key. Key must be returned to a Contact Person listed below prior to any deposit being refunded.
- Renter acknowledges they have been shown where the fire extinguisher is located.
- Violation of these rules by a Member or their guests may result in fines as addressed in the *Enforcement, Fines and Fees Policy* and the *Rules and Regulations Policy*.
- Renter has made arrangements with a contact person below to inspect the building and accepts it “as is” with no notable or existing damage.
- ALL events must be approved by the Board of Directors prior to rental approval.

8. Agreement and Signatures:

By signing below, the Renter agrees to abide by the terms and conditions set forth in this Agreement.

Renter Signature: _____ **Date:** _____

Board Signature: _____ **Date:** _____

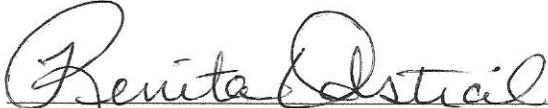
Printed Name and Title: _____

Contact Person: _____ Phone: _____

Contact Person: _____ Phone: _____

CERTIFICATION

We, the undersigned officers of Birch Creek Forest Properties, Inc., hereby certify that this Community Center Rental Agreement was approved and adopted by the Board of Directors on June 06, 2026. It has been entered into the official books and records of the Association and shall be recorded in the Official Public Records of Real Property in Burleson County, Texas. This policy replaces and supersedes the prior version of this policy that was included within Document Number 2012-509, which the Board of Directors rescinded in its entirety.



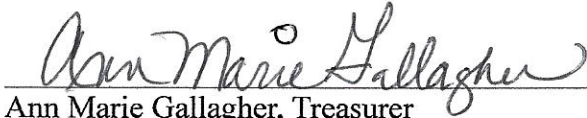
Renita Odstrcil, President



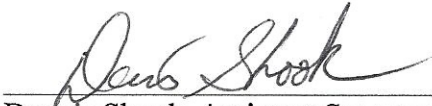
Thomas Scott Howard, Vice-President



John Dunkleman, Secretary



Ann Marie Gallagher, Treasurer



Dennis Shook, Assistant Secretary/Treasurer