

**Community Center Management Agreement
Highland Haven Property Owners Association
510-B Highland Drive
Highland Haven, Texas 78654**

Date: December 11, 2018

General: The Highland Haven Community Center was built by and for the use of the members of the Highland Haven Property Owners Association, Inc. (HHPOA). The Association Board of Directors is charged with the management and maintenance of all Association property to include financial accounting for all income and expenses related thereto. The Highland Haven Ladies Club has operated as the defacto manager since initial construction of the Center with the general consent of the membership. This arrangement was formalized by Management Agreement document dated October 14, 1996.

Purpose: This revised agreement clarifies property owner and manager responsibilities consistent with the Association by-laws, Internal Revenue reporting requirements, and the Community Center usage rules and procedures adopted by HHPOA Board on December 11, 2018.

Property Description: HHPOA Community Center building located at 118 Blackbird Drive in the City of Highland Haven, Texas

Parties:

Property Owner – Highland Haven Property Owners Association, Inc.
Manager – Highland Haven Ladies Club

Terms:

- A This agreement shall be on a month to month basis. Either party may cancel this agreement by furnishing a 30 day written notice.
- B Manager agrees to operate the Center according to the rules, procedures and priorities specified in revised Highland Haven Community Center Rules and Procedures dated December 11, 2018. (Attachment 1)
- C Manager agrees to appoint one or more rental supervisors to coordinate rentals under the first-come, first-served basis.
- D Both parties agree to maintain a joint calendar at the Center showing all scheduled users whether no fee, HHPOA contract or first-come, first served renters.
- E Manager agrees to utilize Highland Haven Community Center Rental Contract dated December 11, 2018 for first-come, first served rentals. (attachment 2)
- F Property owner agrees that all wall decorations, party decorations and expendable supplies are the property of the Manager and may be secured, changed or disposed of at the Managers discretion.
- G Manager agrees to make no changes to the structure of the building or to heating/air units and major appliances without permission of the Property Owner. Manager cannot change any locks or secure any spaces without permission of Property Owner.
- H Property Owner will provide for maintenance of building, major appliances, heating/air units and plumbing. In the event additional repair or replacement of major appliances or heating/air units is necessary, Property Owner and Manager may determine if joint sharing of costs would be feasible.
- I Property Owner agrees to pay all utility, tax and insurance expenses.

J Manager agrees to pay cleaning expenses. Forfeited deposits due to improper cleaning will be retained by the Manager to cover costs of cleaning. Manager will clean Center a minimum of 3 times a year, including but not limited to, after Garage Sales, 4th of July Ice Cream Social, and Christmas Dinner/Party.

K Both parties agree that tables and chairs are the property of the Property Owner, regardless of who purchases them. If Manager purchases additional tables and chairs, Property Owner should be notified.

Fund Accountability

1. Fees derived from HHPOA Community Center contracts are paid directly to the HHPOA Treasurer.
2. Rentals and forfeits other than for improper cleaning, with copies of rental contracts will be given to the HHPOA Board of Directors Treasurer monthly.

INDEMNIFICATION

The HHPOA shall not be liable for damage claims to persons, including Renter, Renter's family, guests or invitees or for any property damage from any cause related to Renter's use of the rented space. Renter shall indemnify the HHPOA, it's agents, employees and representatives against any and all loss or other damage claims or obligations because of or arising out of this contract even if the indemnified party was negligent. Renter hereby releases the HHPOA, it's agents, employees and representatives from any and all liability arising out of or caused from Renter's use of the rented space, including but not limited to loss or damage due to theft, fire, any act of God or any construction work at the facility.

Signed by:

President, HHPOA, Inc.

date: _____

Secretary, HHPOA, Inc.

date: _____

President, Highland Haven Ladies Club

date: _____

Secretary, Highland Haven Ladies Club

date: _____