

THE NEW P.O.A. OF NEWPORT TENNIS COURT AGREEMENT

The parties of this agreement are the New P.O.A. of Newport hereinafter referred to as the Association and _____, hereinafter referred to as Resident .

The Association hereby issues a key to the Association's tennis courts located at 16104 Newport Country Club, Crosby, Harris County, Texas, subject to the following and the Rules which are attached hereto and incorporated herein as if fully set forth, all of which may be amended from Time by the Board of Directors:

1. Resident certifies that he/she is a resident of the New P.O.A. of Newport, that resident, family members and their accompanied guests (no more than four (4) per household) will be the only persons using the facility, and that non-residents of the New P.O.A. of Newport will not be allowed to use the facility unless accompanied by a resident.
2. If Resident is not living at their residence in the New P.O.A. of Newport, Resident agrees to provide the individuals who are residing at their property in the New P.O.A. of Newport with a copy of this Agreement and the Rules and Regulations. Resident also agrees to provide help and assistance to the Association if enforcing this agreement and the Rules and Regulations if any of the individuals who are living on their property are violating these documents.
3. The Resident agrees to protect, defend, indemnify, and save the Association, its officers, directors, employees, agents and representatives, harmless from and against all claims, demands, and causes of action of every kind and character, losses, costs, expenses and attorney fees, and damages of every kind and character, without limit, for injury and death of any person or damage to any property, if it is caused by the sole negligence of the Resident and the Association, or the sole negligence of the Association, arising out of or asserted as arising out of, in connection with or incidental to, the Resident and his/her guests use of the New P.O.A. of Newport Tennis Court Facility.
4. Resident shall be personally liable for and shall pay upon demand any damages to the New P.O.A. of Newport Tennis Court Facility.
5. Resident shall be personally liable for and shall pay upon demand any damages to the New P.O.A. of Newport Tennis Court Facility as a result of unauthorized use of their key to the facility.
6. Resident agrees to forfeit the right to use the Tennis Courts for violation of this Agreement, of the Tennis Court Rules or allowing use of the key to the New P.O.A. of Newport Tennis Court Facility by persons other than residents of the New P.O.A. of Newport.
7. Resident shall not permit and shall promptly report to law enforcement officers, any unlawful activity or incidents occurring during the Residents use of the New P.O.A. of Newport Tennis Court Facility.
8. There shall be no Bar-B-Que Pits, coolers, bicycles, strollers, skateboards, roller skates, motorized vehicles, etc. allowed on the courts. The courts are only to be used for playing tennis with NO EXCEPTIONS!

9. There are to be no more than four (4) people allowed per court. No more than three (3) guests per household shall be allowed at the facilities.
10. There will be a playing time of one (1) hour when other residents are waiting to use the courts; Players should relinquish their court after one (1) hour when other players are waiting. This rule applies to teams or persons per court, not one (1) hour per individual.
11. Resident is aware that the locks to the New P.O.A. of Newport Tennis Court Facility may be changed annually and residents may obtain a new key by turning in the old key to the Management Company. There will be a charge of \$10.00 for a new or to replace lost or stolen keys.
12. Future guest and/or rental fees may be levied by the Board of Directors.
13. There shall be no tennis lessons for fee conducted on or at the tennis courts, unless you have obtained approval in writing from the Board of Directors of the New P.O.A. of Newport prior to giving the lesson.
14. Resident is aware that if this Agreement or the attached Rules are violated the Board can suspend the Resident's use of the New P.O.A. of Newport Tennis Court Facility.

Resident has read this Agreement and been given a copy of the Rules regarding the use of the New P.O.A. of Newport Tennis Court Facility.

Resident

Date

Address

Phone

List all Members of household authorized to use the key:

Office Use Only:

Key Number Issued

Date issued

THE NEW P.O.A. OF NEWPORT TENNIS COURT RULES

1. Only Residents of the New P.O.A. of Newport and their guests are allowed to use the facilities. No more than four (4) guests per household.
2. Tennis shoes are required at all times on the courts. No other shoes are allowed.
3. There is a one (1) hour limit if someone is waiting to use the courts. Players should relinquish their use of the court after one (1) hour when other players are waiting. This rule applies to teams or persons, not one (1) hour per individual.
4. No Bar-B-Que pits, coolers, bicycles, strollers, skateboards, roller skates, motorized vehicles, etc. are allowed on the courts.
5. No glass containers allowed.
6. No pets allowed on courts.
7. Guardians must keep children out of adjoining courts. Children under the age of thirteen (13) must be supervised by an adult at all times.
8. No more than four (4) people per court at any time.
9. When you leave the New P.O.A. of Newport Tennis Court Facility you must turn off lights, and close and lock the gates behind you.
10. If you are found to be violating these rules the Board of Directors can suspend you from using the Tennis Court Facility.
11. If you are caught entering the New P.O.A. of Newport Tennis Court Facility after it is closed you can be prosecuted for trespassing.
12. The New P.O.A. Tennis Court Facility closes at 10.30 PM.
13. If any attention is needed to the courts, nets, gates, locks or surrounding facilities, please notify C.I.A. Services at 281-852-1700.