

586 - PARKWOOD MAINTENANCE ASSOCIATION, INC.

**1600 NE Loop 410, Suite 202
San Antonio, Texas 78209
(210) 829-7202 Office \$ (210) 829-5207 Fax**

2011 – PAVILION/POOL/CLUBHOUSE - LEASE

1. Lease:

Parkwood Maintenance Association, hereby called ASSOCIATION, grants to:

(Association Member's Name)

(Address - 78249)

(Telephone)

Hereinafter called LESSEE, the non-assignable permission to use that portion of the Parkwood facility as follows:

Check one: **9 Clubhouse Only** **9 Clubhouse and Pool**
 9 Pavilion Only **9 Pavilion and Pool**
 9 Pool Only

Said permission to use and occupancy to be solely for the following purpose:

Type of Event: _____
Number of Guests: _____ - **NUMBER OF GUESTS SHALL NOT EXCEED 106, which the Certificate of Occupancy Allows (Clubhouse ONLY – must end by 12 midnight --- Address: 7628 Autumn Park)**

LESSEE shall be entitled to use these described leased premises for the use stated on the _____ day of _____, 2011, from _____ to _____ (including setup and clean up time).

All Pavilion parties must end by 10:00 p.m.

2. Reservation, Rental Charge and Security Deposit:

The facility is assigned on a first-come, first served basis. The facility may not be used for commercial purposes. Parties must be contained within the specific areas checked above.

Reservations may not be made more than 90 days in advance of the desired dates; reservations are made with the right of refusal.

Pavilion and Pool Fees - Address: 7602 Autumn Park

LESSEE shall pay to ASSOCIATION as a **Usage Fee for either facility - \$40.00 for usage of the Pavilion and/or \$40.00 for usage of the Pool**. LESSEE shall also pay to ASSOCIATION a **Deposit Fee in the sum of \$200 for the Pavilion or the Pool**, to be held by ASSOCIATION as security for proper clean-up, which is the sole responsibility of the LESSEE, and to provide reimbursement for repair or replacement of ASSOCIATION property or equipment required because of damage sustained incident to LESSEE's use of the premises.

Clubhouse Fees (Rented until 12 midnight) - Address: 7628 Autumn Park

LESSEE shall pay a **four hour minimum fee for \$35/hr**. LESSEE shall also pay **\$25 per security guard per hour** (Minimum of one security guard). **If alcohol** is to be served and/or consumed, there will be a **minimum of two security guards at \$25/hr** required to be present. **A deposit of \$200** will be required for each event.

The Usage Fee and/or Deposit Fee, if applicable, must be paid at least two (2) weeks prior to the reservation date. *The Usage Fee and/or Deposit Fee is refundable if the party is canceled no less than two (2) weeks before the rental date.* In the event damage occurs during the usage of the facilities, necessary repairs or replacement will be made and paid for out of the Deposit Fee. A checklist is signed off by LESSEE (See pg. 5). ***The amount of such deduction for damages shall be at the absolute discretion of the Manager.*** If repairs or replacement exceed the Deposit Fee, LESSEE will be billed for the additional cost. LESSEE agrees to reimburse ASSOCIATION in full within 10 days of receipt of notice of such damages. The remainder of the deposit (if any) will be returned to the LESSEE. **LESSEE may be subject to a \$200 "Failure to Conform" Fine, in the event that LESSEE or LESSEE's guests fail to follow all rules during use of leased premise. (See #8 on page 3.)**

Please send two (2) checks made payable to Parkwood Maintenance Association (personal checks from Association member only).

3. Lifeguards:

If the Pool is being leased as part of this agreement, LESSEE agrees to pay as an additional sum, the salary of **at least two (2) lifeguards, who will be provided by the Association, at the rate of \$20.00 per hour per lifeguard.** For parties with 25-50 guests, three (3) lifeguards are required. For parties with 51-75 guests, four (4) lifeguards are required. **No more than 75 guests are allowed at private parties.**

The terms Aguests@ includes swimmers, non-swimmers, siblings and parents of attendees. The Pool Manager reserves the right to require additional guards for special circumstances and age considerations. LESSEE further agrees that s/he will not use the pool(s) without the required number of lifeguards present and on duty. Also, LESSEE agrees that he/she and all invited guests will abide by the pool rules and operation guidelines (copies attached) and all the terms and conditions of this Lease.

Pool parties must be reserved and paid at least two (2) weeks in advance for lifeguard availability. The Usage Fee and Deposit are only refundable if the party is canceled more than 2 weeks in advance.

4. Guest Conduct Rules:

LESSEE (Association member) is solely responsible for the conduct of guests or others on the leased premises incidental to or during the time of the lease. **LESSEE must be present on the leased premises at all times during the lease period.** LESSEE agrees to be responsible for strict observance and adherence by LESSEE AND LESSEE=s guests to all rules and regulations of ASSOCIATION regarding use of and conduct on the leased premises. A copy of such rules is attached hereto and is part hereof. All functions must end, and all guests must leave, at the designated ending time. **Clean up is the responsibility of LESSEE.**

5. Indemnity:

LESSEE, BY ACCEPTING THIS LEASE, AGREES TO RELEASE ASSOCIATION, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES AND CLAIMS OF EVERY KIND, WHETHER TO PERSON OR TO PROPERTY, ARISING INCIDENTAL TO AND DURING LESSEE=S USE OF THE PREMISES AND LESSEE AGREES TO HOLD ASSOCIATION, ITS OFFICERS, DIRECTORS AND EMPLOYEES HARMLESS FROM ANY DAMAGE, CLAIM, LAWSUIT OR JUDGMENT SUSTAINED BY LESSEE OR ANY OF ITS AGENTS, EMPLOYEES, INVITEES, GUESTS, OR ANY OTHER PERSONS, INCLUDING CATERERS, ON THE PREMISES INCIDENTAL TO AND DURING THE TIME OF THE LESSEE, AND TO INDEMNIFY ASSOCIATION, ITS OFFICERS, DIRECTORS OR EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, LAWSUITS OR JUDGMENTS ARISING FROM THE NEGLIGENCE OF ASSOCIATION, ITS OFFICERS, DIRECTORS OR EMPLOYEES.

6. Inspection and Termination:

A member of the Board of Directors or other agent of ASSOCIATION shall have the right to inspect the LEASSEE and their premises during the term of LESSEE=s use of same and may demand cessation of any function and request LESSEE and their guests to leave the premises if the rules and regulations are not observed. The Board of Directors or any agent so empowered by them shall also have the right to terminate this agreement for any reason, including but not limited to non-payment of fees or deposits, and this agreement shall be null and void. In the event this agreement is terminated for non-payment of fees, the above Security Deposit shall be forfeited to ASSOCIATION.

7. Tobacco Products & Alcoholic Beverages:

Tobacco products and alcoholic beverages are strictly prohibited on the premises. **(Pavilion and Pool only)**

8. Failure to Conform @ Fine:

In the event that LESSEE or LESSEE's guests do not follow all rules during use of the premise (time limit, noise limit, etc.), the Board may, at its discretion, impose at **\$200 "Failure to Conform" fine**. The Board may also retain the Deposit Fee and/or revoke future usage privileges.

9. Clean-Up:

LESSEE is required to leave all facilities clean, including the pool bathrooms and pavilion area. If they are not clean when you arrive at the facility, call the Association office at 210-829-7202. **All party trash must be removed from the site after the party.**

10. Code – Clubhouse “only”:

A code will be provided by the Association office to LESSEE 24 hours before event.

Executed this _____ day of _____, 2011.

By:

ASSOCIATION
Parkwood Maintenance Association

LESSEE
Association Member

Phone (daytime):

Phone (evening): _____

FOR CLUBHOUSE USE:

| | | |
|---|------------------------------------|---------------------------|
| Length of party (Minimum of 4 hours or 8 hours for \$200.00) | _____ hours | x \$35 usage fee per hour |
| Amount to enclose for Clubhouse usage fee: | \$ _____ | |
| No. of security guards required for event: | 9 1 guard 9 2 guards | x \$25 per hour per guard |
| Length of security services: | _____ hours | |
| Amount to enclose for security guard: | \$ _____ | |

FOR POOL USE:

| | | |
|--|------------------------------------|-------------------------------|
| Length of party: | _____ | hour(s) |
| Number of lifeguards required: | _____ | x \$20 per hour per lifeguard |
| Amount to enclose for lifeguards: | \$ _____ | |
| No. of security guards required for event: | 9 1 guard 9 2 guards | x \$25 per hour per guard |
| Amount to enclose for security guard: | \$ _____ | |

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HOA USE ONLY:

Key #: _____ Picked up: _____
Key Returned: _____
Deposit Paid: . check # _____ Deposit Fee returned: _____
Usage Fee Paid: . check # _____

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PARKWOOD CHECKLIST

LESSEE must initial the following:

_____ I have read and understand this lease agreement.

_____ I have read and understand the attached rules, and I agree to abide by these rules and will ensure my guests abide by these rules.

_____ Neither my guests nor I will use tobacco products while on the premises.

_____ Neither my guests nor I will consume alcoholic beverages while on the premises.

_____ Music will remain at a moderate (low/medium) volume during the event. Music will remain at a low volume after 10 p.m.

_____ At the conclusion of the event, all guests will leave the premises, all trash will be removed, and the facility will be returned to its original condition.

_____ Codes will be provided by the Association Office. Codes are assigned 24 hours prior to event.

_____ Violation of any of the Association's rules (time limits, noise limits, etc.) by me or my guests may result in a \$200 fine imposed by the Association. I will be notified in writing of the fine, if applicable. I may contest the fine at the next Board of Directors meeting. My failure to attend the meeting will nullify my right to contest the fine.

LESSEE's Name

Date

Address

Telephone

Parkwood Fee Fining Schedule Clubhouse Rentals

A significant portion of the reservation fee will be withheld if the follow up inspection finds that the property has been at all compromised. This might include, but is not limited to

1. **\$25.00** for leaving any portion of the building unlocked plus the actual value of any repairs necessary due to vandalism, if applicable.
2. **\$25.00** for leaving the lights on
3. **\$25.00** for not returning the heating/cooling system to the AOff@ position
4. **\$45.00** for not cleaning adequately, this would include leaving their garbage behind

140 Chairs and 17 Tables
_____ **Initial**

Please review the above and sign below.

Name

Address

Signature

Party Date

Thank you,

Parkwood Board of Directors

~Thank You~