

586 - PARKWOOD MAINTENANCE ASSOCIATION, INC.

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

2011 – CLUBHOUSE "ONLY"

Address: 7628 Autumn Park

1. Lease:

Parkwood Maintenance Association, hereby called ALESSOR, @ grants to:

(Association Member's Name)

(Address - 78249)

(Telephone)

Hereinafter called ALESSEE @, the non-assignable right to use the clubhouse facility only of the Parkwood Maintenance Association.

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

Type of Event: _____ Number of Guests: _____

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 CLUBHOUSE parties must end by MIDNIGHT.

2. Reservation, Rental Charge and Security Deposit:

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

Clubhouse fees:

LESSEE shall pay a four **hour minimum rental for \$35/hr or flat fee of \$200.00 for 8 hours**. LESSEE shall also pay **\$25 per security guard per hour**. Minimum of one security guard. **With alcohol** there will be a **minimum of two security guards at \$25/hr**. A **deposit of \$200** will be required for each event.

- a. **The Usage, Deposit and Security Guard fees, are due within 7 business days from the date the reservation is made. *The Usage Fee and 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 LESSOR 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 #7 on page 2.)**

Please send three (3) checks made payable to Parkwood Maintenance Association (personal checks from Association member only).

3. 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 LESSOR 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.**

4. Indemnity:

LESSEE, by accepting this lease, agrees to release LESSOR, 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 leased premises and LESSEE agrees to hold LESSOR, 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 leased premises incidental to and during the time of the lease, and to indemnify LESSOR, its officers, directors or employees against any and all claims, demands, lawsuits or judgments arising from the negligence of LESSOR, its officers, directors or employees.

5. Inspection and Termination:

A member of the Board of Directors or other agent of LESSOR, shall have the right to inspect the lease premises during the term of LESSEE=s rental of same and may demand cessation of any function and request 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 LESSOR.

6. Tobacco Products & Alcoholic Beverages:

Tobacco products may be used in designated area(s) only. Alcoholic beverages may be consumed with security guard requirements, as outlined in paragraph #2.

7. AFailure to Conform@ Fine:

In the event that LESSEE or LESSEE's guests do not follow all rules during use of leased 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 lease privileges.

8. 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. **All party trash must be removed from the site after the party including the bathrooms.**

9. Party Code:

Code is issued 24 hours prior to event to enter the clubhouse. Reservation department will contact resident with code.

Executed this _____ day of _____, 2011.

By:

LESSOR
Parkwood Maintenance Association

LESSEE
Association Member (Signature Required)

Phone (daytime): _____

Phone (evening): _____

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:	\$ _____	

HOA USE ONLY:

Party Code: _____

Deposit Paid: Check # _____ Deposit Fee returned: _____

Usage Fee Paid: Check # _____

Security Fee Paid: Check # _____



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CLUBHOUSE INVENTORY CHECKLIST - MAXIMUM OCCUPANCY 125

LESSEE must initial the following Clubhouse Inventory:

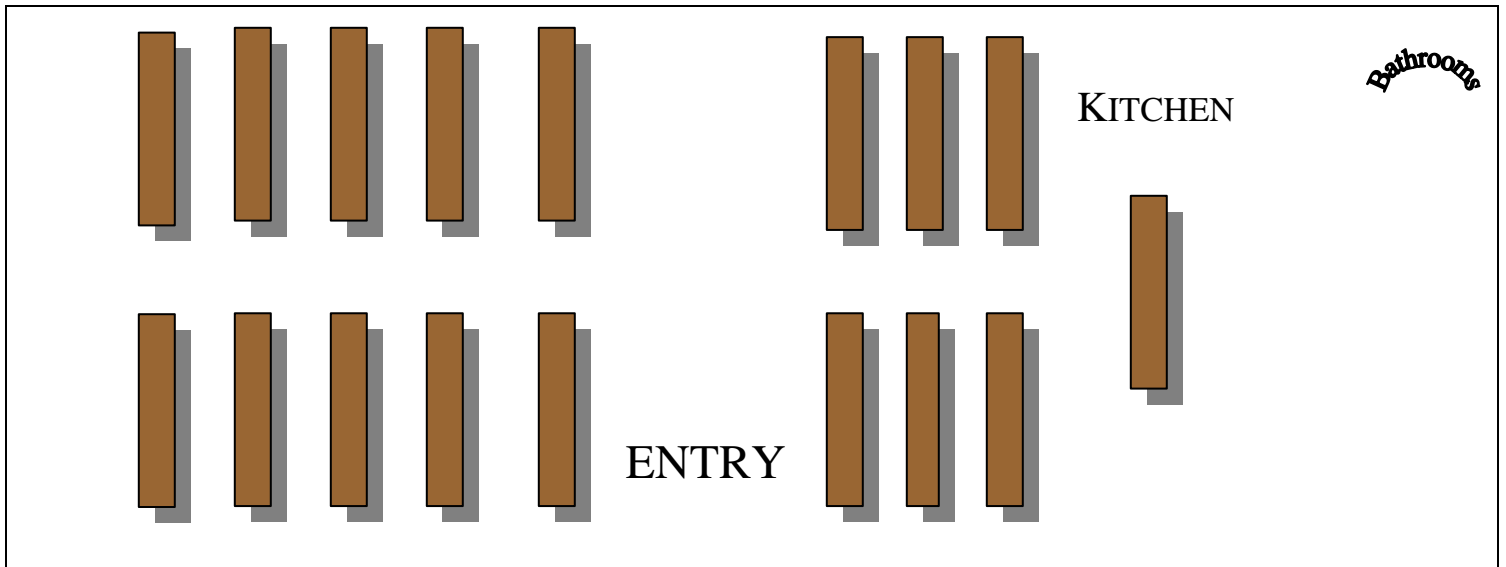
- _____ 17 Rectangle tables (6')
- _____ 140 Chairs
- _____ 1 Microwave
- _____ 1 Refrigerator
- _____ Sink

** The tables will be “set up” as demonstrated below in accordance to the # of guests indicated- NOT all 17 tables will be set – this is just an EXAMPLE.

** Each table will be arranged with 8 chairs.

It is important for you to understand you may need to re-arrange the tables and chairs the same day of your party to meet your needs.

“SAMPLE OF SET UP” – NOT TO SCALE



 LESSEE=s Signature

 Date

(SEE NEXT PAGE FOR CHECKLIST)

PARKWOOD CLUBHOUSE CHECKLIST

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LESSEE must initial the following:

_____ I have read and understand this lease agreement.

_____ I have read and understand that the clubhouse inventory sheet.

_____ Neither my guests nor I will use tobacco products outside of the designated area(s).

_____ Neither my guests nor I will consume alcoholic beverages without security requirements.

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

_____ 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, including a light cleaning (Security will know where products are kept).

_____ If tables or chairs are moved for my party, I agree to arrange the tables and chairs as they were initially laid out for the next party.

_____ 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

~Thank You~