

**BRAUN STATION EAST
COMMUNITY IMPROVEMENT ASSOCIATION INC.**

CLUBHOUSE LEASE AGREEMENT

I. This lease agreement, made and entered into this _____ day of _____, _____, by and
(Day) (Month) (Year)
Between Braun Station East Community Improvement Association (BSECIA),
hereinafter referred to as “Lessor”, and _____, hereinafter referred to
(Name of Lessee)
“Lessee”, sets forth the covenants and provisions of the lease by the Lessor of the
facilities described below to the Lessee.

II. CONSIDERATION. As consideration for the right to use the aforementioned premises, in accordance with the conditions set forth herein, Lessee agrees to pay Lessor a rental fee and deposits as described below at the time both parties sign this document.

Rental Fee	\$75.00 First five hours
Additional hours	\$10.00 per hour
Cleanup Deposit	\$75.00
Security/Damage Deposit	\$200.00

III. TIME AND PURPOSE OF OCCUPANCY/USE. The use intended by the Lessee is for a _____ which shall commence no sooner than _____ AM/PM and
(Event) (Time)
Conclude no later than _____ AM/PM on the _____ day of _____, _____.
(Time) (Day) (Month) (Year)

Times stated above include setup and cleanup times and Lessee agrees to not use the facilities except during stated times without prior approval of the Manager. Use of the premises shall be restricted to those lawful activities and personal demeanor of the tenants as is consistent with generally accepted standards and expectations of activities and demeanor within a community. Facilities shall not be used for commercial ventures of any kind to include sale or solicitation of services or merchandise for commercial or private gain. Lessee shall be responsible for verifying that all persons partaking of alcoholic beverages are at least 21 year of age. If there is a law enforcement response to complaint during the lease, all deposits will be forfeited.

Restriction of attendance: The Lessee shall not admit to said premises a larger number of persons than can safely and freely move about the rented area, and the decision of the Lessor in this respect shall be final. The maximum attendees will not exceed the posted Clubhouse capacity. (See Paragraph XIII.)

IV. CONDITION OF PREMISES. The Lessee is responsible for cleanup expenses and/or damages to the property which exceeds the Cleanup and Damage Deposits. Failure to secure the facility (security system must be armed) or to turn off the air conditioning/heating system will result in forfeiture of the Security/Damage Deposit. _____ (Initial)

V. DECORATIONS. The facility may be decorated, if desired. Decorations may be tied in place or secured with masking tape. The use of tacks, nails, brads, staples, glue or scotch tape is not permitted. Use of any of these items will result in forfeiture of a minimum of 50% of the Damage Deposit. Table covers and decorations must be removed and disposed of as part of the cleanup operation. Nothing shall be put on the floor (i.e. wax, saw dust, etc.) to facilitate dancing. The Clubhouse and surrounding area must be cleaned to the satisfaction of the Lessor within 24 hours after the rental period ends.

VI. SAFEGUARDING OF PROPERTY. If said premises or any portion of said area, during the term of this lease agreement, shall be damaged by the act, default, or negligence of the Lessee, Lessee's agents, employees, patrons, guests, or any person admitted to or allowed to enter the said premises or area by Lessee, the Lessee shall pay to the Lessor upon demand such sum as shall be necessary to restore said premises or area to its original condition, including all reasonable attorney fees and court costs as incurred. The Clubhouse Manager will conduct a premises inspection within 24 hours of the end of the function.

VII. INDEMNIFICATION. Lessee agrees to save harmless Lessor from liability for any and all claims, suits, or other instruments of law as may arise, as occasioned by injuries or damages incurred during the time of occupancy of the premises.

VIII. CANCELLATION POLICY. Reservations for the facilities can be canceled without penalty up to one week prior to the date of the reservation. If cancellation is made less than one week prior to the event, the rental fee will not be refunded. The cleanup deposit and security/damage deposit will be refunded regardless of the time of cancellation of a reservation. _____ (Initial)

IX. EVICTION. Braun Station East CIA, through its authorized representatives, reserves the right to refuse the use of any facility to any person, organization, or others requesting use of such facilities, or to evict any person or organization for misconduct, or when deemed to be in the best interest of Braun Station East CIA. In the event of eviction for reasonable cause, Lessee shall forfeit any and all sums prepaid for the occupancy under this lease agreement.

X. USER OF PREMISES. The Braun Station East Clubhouse may be leased only by a homeowner or tenant of record of Braun Station East. Lessee must be present at the leased facility during the entire rental period and all BSECIA property assessments and/or other fees must be paid current.

XI. ILLEGAL USE OF POOL. If lessee has rented just the Clubhouse, use of the Pool is prohibited.

XII. SMOKING NOT PERMITTED. Smoking is permitted only outside the front entrance. All cigarette butts must be disposed of properly. There will be absolutely **no smoking** inside the Clubhouse.

XIII. CLUBHOUSE OCCUPANCY. The capacity limit is **100 people**. Any city or county fines resulting from non-adherence to this limit will be incurred by the Lessee. _____ (Initial)

XIV. PINATAS NOT PERMITTED IN CLUBHOUSE. Piñatas will not be permitted in the Clubhouse; piñatas are permitted only in the picnic/park area.

XV. USE OF SMOKE OR FOG MACHINES IS NOT PERMITTED IN CLUBHOUSE. Any city or county fines or fees resulting from use of these prohibited items will be incurred by the Lessee.

The homeowner who contracts for the facility is responsible for the proper care and safekeeping of the facilities during the rental period, and for all damages, even if those damages exceed the damage deposit. Renters are advised that they are responsible for the conduct of any and all guests during the rental period. The Clubhouse is in close proximity to homes sites; therefore, music, noise, and outside activities should be tempered and commensurate with the residential nature of the Clubhouse location. _____ (Initial)

Lessor acknowledges receipt of the following fee and deposits:

\$ _____ Rental Fee	Check # _____ or Cash _____
\$ _____ Cleanup Deposit	Check # _____ or Cash _____
\$ _____ Security/Damage Deposit	Check # _____ or Cash _____

Key #: _____

Note: A returned check fee of \$25.00 will be collected for a returned check regardless of the circumstances. _____ (Initial)

XVI. OPENING PROCEDURE. After unlocking and opening the door, you will hear the security alarm. The security keypad is located on the left stairwell wall. Enter the 4-digit code assigned to you to disarm the system.

XVII. CLEAN-UP PROCEDURE.

1. Remove all decorations.
2. Remove all trash (kitchen and bathrooms) and place in dumpster.
3. Clean and wipe down all sinks (kitchen and bathrooms).
4. Damp mop all floors.
5. Wipe all table surfaces.
6. Return all tables and chairs to storage room.

XVIII. LOCK-UP PROCEDURE. After clean-up is completed and all trash and personal belongings have been removed from the building, ask all people to exit the building and follow these procedures to secure the facility.

1. Turn off both air conditioners, do so by turning the switch at the top of the control to "off". During cold weather, leave both Heaters ON and set the temperature to 50 degrees.
2. Close and lock all windows and doors (make sure the sliding glass door is locked).
3. Turn off all lights (except lights indicated by Clubhouse Manager) and fans.
4. To set the alarm, the front door must be closed before you enter the 4-digit code. Press the 4-digit code on the keypad; the alarm is now armed. You have 45 seconds to open the door, get out, and lock the door. Lock the deadbolt and doorknob lock. If you have any problems arming the system, please call the Manager. Do not leave the facility until the security systems are on.

Failure to properly secure the building after a Clubhouse rental (security system must be armed) shall constitute forfeiture of the Security/Damage Deposit.

Failure to properly clean the facility by the end of the rental period constitutes forfeiture of the Cleaning Deposit and Lessee may be responsible for additional costs if clean-up or damages exceed the deposit amount.

WITNESS TO. As witness to the acceptance and understanding of the covenants and provisions set forth herein, the parties affix their signature here to on the ____ day of _____ (Day)

_____, _____
(Month) (Year)

For Braun Station East (Lessor):

Lessee:

Authorized Representative

Signature of Resident

Braun Station East CIA
9350 Knighthood
San Antonio, TX 78254

Address

Phone: 210-684-4186

Phone