

# BRAUN STATION EAST CIA POOL LEASE AGREEMENT

I. This lease agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
(Day) (Month) (Year)

by and between Braun Station East Community Improvement Association (BSECIA),  
hereinafter referred to as "Lessor," and \_\_\_\_\_,  
(Name of Lessee)

hereinafter referred to as "Lessee," sets forth the covenants and provisions of the lease by the  
Lessor of the pool 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.

### Daytime Rentals:

10 am - 1 pm

2 pm – 5 pm

Rental Fee \$50.00 for 3 hours

Cleanup/Security Deposit \$125.00 (refundable)

Lifeguards are required for all rentals. Residents are responsible for scheduling and paying for  
the lifeguards. It is the responsibility of the renter to provide their own lifeguards. Only one  
lifeguard is required. The lifeguard's registration (certificate) will have to be filed with the Braun  
Station East office no later than three (3) days prior to the party period.

### Rentals Restrictions:

- Limited to 25 guests
- No bouncers or other activities that would unduly hinder the use of the pool by  
other residents.
- No public or visible consumption of alcohol.
- Reservations only include the grilling area. Picnic tables, and/or chairs in the  
other areas are not allowed. No chairs or tables on grass.

**III. TIME AND PURPOSE OF OCCUPANCY/USE.** The use intended by the Lessee is for a  
\_\_\_\_\_ which shall commence no sooner than \_\_\_\_\_ AM/PM  
(Event) (Time)

and 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 years of age.

**IV. CONDITION OF PREMISES.** The Lessee is responsible for cleanup expenses and/or  
damages to the property which exceeds the cleanup/security deposit.

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. Table

covers and decorations must be removed and disposed of as part of the cleanup operation. The Pool area must be cleaned to the satisfaction of the Lessor by the end of the rental period.

**V. 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.

**VI. 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.

**VII. CANCELLATION POLICY.** Reservations for the facility can be cancelled 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/security deposit will be refunded regardless of the time of cancellation of a reservation.

\_\_\_\_\_ (Initial)

**VIII. EVICTION.** Braun Station East CIA, through its authorized representatives, reserve the right to refuse the use of such facility, 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.

**IX. USER OF PREMISES.** The Braun Station East Pool area 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.

**X. SMOKING NOT PERMITTED.** Smoking is not allowed anywhere inside the pool area. Smoking is permitted only outside the front entrance. All cigarette butts must be disposed of properly.

**XI. POOL OCCUPANCY LIMIT IS** . Any City fines resulting from non-adherence to this limit will be incurred by the Lessee.

**XII. PINATAS NOT PERMITTED IN POOL AREA.** Piñatas will not be permitted in the pool area; piñatas are permitted only in the picnic/park area.

The homeowner who contracts for the facility is responsible for the proper care and safekeeping of the facility during the rental period, and for all damages, even if those damages exceed the security deposit. Lessees are advised that they are responsible for the conduct of any and all guests during the rental period. Lessee agrees to abide by and enforce pool rules for all guests. The pool site is in close proximity to home sites; therefore music, noise and outside activities should be tempered, and commensurate with the residential nature of the pool location.

\_\_\_\_\_ (Initial)

Lessor acknowledges receipt of the following fee and deposit:

\$ \_\_\_\_\_ Rental Fee  
\$ \_\_\_\_\_ Cleanup/Security Deposit

Check # \_\_\_\_\_ or Cash  
Check # \_\_\_\_\_ or Cash

Key #: \_\_\_\_\_

WITNESS TO. As witness to the acceptance and understanding of the covenants and provisions set forth herein, the parties affix their signature hereto on the

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(Day) (Month) (Year)

For Braun Station East (Lessor):

Lessee:

\_\_\_\_\_  
Authorized Representative Signature  
Pat Bratton, Association Manager

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

9350 Knighthood  
San Antonio, TX 78254

\_\_\_\_\_  
Address

Office Phone: 684-4186

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email Address