

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.

Evening Rentals:

8pm-12am Friday & Saturday only

Rental Fee \$60.00 for 4 hours

Cleanup/Security Deposit \$125.00 (refundable)

Lifeguards are required for evening rentals. Residents are responsible for scheduling and paying for the lifeguards. A list of available lifeguards will be provided by Braun Station. Lifeguards are required as follows:

- 1-49 guests: 2 lifeguards required
- 50-85 guests: 3 lifeguards required
- 85+ guests: 4 lifeguards required

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 Check # _____ or Cash
\$ _____ Cleanup/Security Deposit 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