

ENCINO PARK HOMEOWNERS ASSOCIATION
1923 Encino Rio San Antonio, TX 78259 (210) 497-3022

POOL CABANA FACILITY LEASE 2009

The Encino Park Homeowners Association hereby called LESSOR grants to:

NAME:-----PHONE:-----

ADDRESS:-----

hereinafter called LESSEE, the right to use the Encino Park Pool Facility. Said right of use and lifeguard to be solely for the following purpose:

LESSEE MUST BE PRESENT ON THE PREMISES AT ALL TIMES DURING THE LEASE PERIOD OR WE RESERVE THE RIGHT TO END THE EVENT.

LESSEE shall be entitled to the use of the premises for the event on:

-----from-----to-----

RENTAL FEE AND GUEST FEE:

Pool Cabana

In consideration for the use of the premises, LESSEE, as a resident of Encino Park HOA, the rental charge for the party cabana is as follows:

A Party of 1-25 people (residents and non residents), (including swimmers and non swimmers) the rental fee is **\$30.00 dollars.**

A party of 26-49 people (residents and non residents) (including swimmers and non swimmers) the rental charge is **\$50.00 dollars** and 1 lifeguard is require. **The lifeguard fee is \$60.00 for the three hours. A one week notice is required in order to schedule a lifeguard.**

An additional sum of \$50.00 dollars is to be held by the LESSOR as surety against damages and is required at the time of booking. The rental fee is refundable with 48 hour prior notice of cancellation and surety amount is refundable if no damages occur and in compliance with attached rules. Party will be held during hours pool is in operation 12pm – 8:00 pm and in three hour increments. **Non-Encino Park residents (Guests) will be required to pay the \$2.00 per guest fee in addition to the rental fee for swimmers and non swimmers.**

A guest list must be provided to the pool coordinator or the HOA Office 24 hours prior to the event and include all individuals in attendance, residents and non residents,(swimmers and non-swimmers). The guest fees must be paid 24 hours prior to the event. If all guests do not check in the remaining guest fees will be returned with your deposit. **A guest who is not on the list will not be allowed in the pool area.**

Cabana Rules:

Lifeguards must be present and LESSOR agrees to pay LESSEE a fee of \$20.00 per hour per lifeguard.

ALCOHOLIC BEVERAGES:

Alcoholic beverages may not be served (a keg, beverage machine) in the pool area. However, alcoholic beverages may be brought in and consumed by the person who brought it in.
NO GLASS BOTTLES ALLOWED.

Alcoholic beverages will be brought _____ will not be brought _____.

CONDUCT OF GUESTS:

The LESSEE is solely responsible for the safety and conduct of guests or others on the premises both during and immediately after the event. **LESSEE MUST BE PRESENT ON THE PREMISES AT ALL TIMES DURING THE LEASE PERIOD.** The lease period is a maximum of three hours for day time parties.

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 persons or property, arising incident to or during the LESSEE's use of the premises and LESSEE agrees to hold the 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 premises incidental to or during the time of the lease, and to indemnify the LESSOR, its officers, directors or employees against any and all claims, demands expenses, including without limitation, attorney fees, lawsuits or judgments for such loss, damage or injury including those claims, demands, lawsuits or judgments arising from the negligence of the LESSOR, its officers, directors or employees.

INSPECTION:

A member of the Board of Directors or other agent of LESSOR, shall have the right to inspect the premises during the term of LESSEE'S rental of the same and may demand cessation of any function and request guest to leave the premises if the pool rules and regulations are not observed.

TERMINATION:

The Board of Directors or any agent so empowered by them shall have the right to terminate this lease agreement for any reason, including but not limited to nonpayment of fees or deposits, and this lease agreement shall then be null and void. In the event this lease agreement is terminated for nonpayment of fees, the above Security Deposit shall be forfeited to LESSOR.

Please make sure to remove personal belongings. You are required to bag your trash and place bag by trash can located at the entrance to the pool. NO GLASS CONTAINERS OF ANY KIND PERMITTED IN OR AROUND THE POOL AREA.

EXECUTED this ----- day of -----.

LESSOR: Encino Park Homeowners Association

BY-----

LESSEE: -----

Rental fee including Lifeguard fee \$ _____ Received _____ Date _____

Name on Chk _____

Deposit fee: \$ _____ Received _____ Date _____

Cleaning/Damage report _____ Date _____ Comments _____

Deposit Returned _____ Date _____ Amount _____

of lifeguards _____ # of adult chaperones _____

Guest list provided _____ Security contacted _____

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