

**217 - ENCLAVE AT CANYON LAKE
COMMUNITY ASSOCIATION, INC.**

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

**2010 POOL RESERVATIONS FOR PARTIES
NO LIFE GUARD ON DUTY**

1. Lease:

The Enclave at Canyon Lake Community Association, hereby called "LESSOR", grants to:

(Association Member's Name)

(Lot/Address - 78133)

(Telephone)

Hereinafter called "LESSEE", the non-assignable right to use that portion of the Enclave at Canyon Lake facility as follows: _____

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

Type of Event: _____

Number of Guests: _____

The pool is available for parties with a maximum of 25 guests. However, NO private parties are allowed. The pool will remain open to all homeowners and guests.

LESSEE shall be entitled to use these described leased premises for the use stated on the ____ day of _____, 2010, from _____ to _____.

2. Fees:

LESSEE shall pay to LESSOR a non-refundable **Usage fee of \$100.00 and a Security Deposit fee of \$400.00** to be held by LESSOR as surety for proper clean-up, repair or replacement of property or equipment of LESSOR's property or equipment required because of damage sustained incident to LESSEE's use of the leased premises. Said deposit is to be refunded to LESSEE upon inspection of the premises by the Association Manager or his agent, less any expenses for security, clean-up, fines, or repair of damages sustained to the leased premises, common areas owned by the Association and/or other areas maintained by the Association. The amount of such deduction shall be at the absolute discretion of the Manager. Further, LESSEE agrees to reimburse LESSOR, upon demand, any sum required for security, clean-up, repair or replacement. **Pool parties must be reserved at least two (2) weeks in advance. Fees must be paid at least seven (7) days before the scheduled event. The reservation is not confirmed until fees have been received by the Association office. Two (2) separate checks payable to Enclave at Canyon Lake.**

**PARTIES WITH MORE THEN 5 CHILDREN UNDER
THE AGE OF 14 MUST ACQUIRE LIFEGUARDS.**

All parties must end by Midnight.

3. Guests:

No more than 25 guests shall be allowed at pool parties.

The terms "guests" includes swimmers, non-swimmers, siblings and parents of attendees. LESSEE agrees that he/she and all invited guests will abide by the pool rules and operation guidelines (copies attached) and all the terms and conditions of the Lease Agreement.

4. 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 (Association member) 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.
CLEAN UP IS THE RESPONSIBILITY OF THE LESSEE.**

5. 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 or 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 or 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. **NO LIFEGUARD ON DUTY.**

6. Inspection and Termination:

A member of the Board of Directors or any 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 nay 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 nonpayment of fees, the above Security Deposit shall be forfeited to LESSOR.

7. Alcoholic Beverages:

In the event that alcoholic beverages are going to be consumed on leased premises during the course of the rental period, LESSEE shall so inform LESSOR, and LESSOR, at its option, may require that a security guard be present during LESSEE's use of the leased premises. The cost of the security guard shall be paid by LESSEE. **The Association office must be informed if there will be alcoholic beverages served at the party.**

8. Clean-Up:

All trash and garbage must be removed from the site after the party. You are required to leave the pool facility and bathrooms clean. If they are not clean when you arrive at the facility, call the Association office.

Executed this _____ day of _____, 2010.

By:

LESSOR
Enclave At Canyon Lake Community Association

LESSEE
Association Member
Phone (daytime): _____
Phone (evening): _____

Length of party: _____ hour(s) Usage Fess: _____ \$
Check #

Security Deposit: _____ \$ Amount Returned: \$ _____
Check # Date

Security lifeguard required: No Yes _____ x \$20 per hour per guard

Amount to enclose for life guard: _____ \$
Check #