

040 - WOODGLEN HOMEOWNERS ASSOCIATION, INC.

1600 NE Loop 410, Ste. 202

San Antonio, TX 78209

(210) 829-7202 OFFICE * (210) 829-5207 FAX

2012 POOL LEASE

2850 Wood Circle, San Antonio, TX 78251

1. LEASE

The Woodglen Homeowners Association, hereby called "LESSOR", grants to:

(Lessee's Name) (Property Address - 78251) (Telephone)

hereinafter called "LESSEE", the non-assignable right to use the Woodglen pool.

Said right of use and occupancy to be solely for the following purpose: (describe event and number of guests attending) Type of Event: _____ Number of Guests: _____

LESSEE shall be entitled to use these described leased premises for the use stated on:

_____, 2012, from ____ pm to ____ pm (Pool Parties are to be scheduled only from: 7:00pm-10:00pm)

2. RESERVATION SECURITY DEPOSIT

ALL PARTIES MUST BE SCHEDULED AND PAID 14 DAYS IN ADVANCE. LESSEE shall pay to LESSOR as a Deposit Fee the sum of **\$50.00** (personal check from Association member only) payable to Woodglen HOA. Said deposit is to be refunded to LESSEE upon inspection of the premises, common areas, owned by the Association and/or other areas maintained by the Association. Each member must remove all their party trash from the pool area and clean up after their guests, including both restrooms, immediately following the event. If the area is not cleaned or if there is any damage, the deposit will be used to take care of these items. (The standard fee for each issue will be \$10.00) Further, LESSEE agrees to reimburse LESSOR, upon demand, any sum required for security, clean-up, repair or replacement.

3. LIFEGUARDS

LESSEE agrees to pay as an additional sum, the salary of two (2) lifeguards, provided by the Association, at the rate of **\$20.00 per hour/per lifeguard**. For parties with 1-40 people,(including swimmers and non- swimmers) the lifeguard requirements shall be - two (2) lifeguards; 41-60 people attending - three (3) lifeguards and 61-80 people attending - four (4) lifeguards. **No more than 80 guests shall be allowed at private parties.** The Pool Manager reserves the right to require additional guards for special circumstances and age considerations. LESSEE further agrees that he/she will not use the pool(s) without the required number of lifeguards present and on duty. Also, the LESSEE agrees that he/she and all invited guests will abide by the pool rules and operation guidelines and all the terms and conditions of the Lease Agreement.

4. GUEST CONDUCT RULES:

The LESSEE (homeowner member) is solely responsible for the conduct of guests or others on the leased premises incidental to or during the time of the lease. **THE LESSEE (HOMEOWNER 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.

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 incident to or during the LESSEE's use of the leased 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, on the leased 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, lawsuits or judgments arising from the negligence of the LESSOR, its officers, directors or employees.

6. INSPECTION AND TERMINATION

A member of the Board of Directors or other agent of LESSOR shall have the right to inspect the leased 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 any agent so empowered by them shall also have the right to terminate this agreement for any reason, including but not limited to nonpayment 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. OTHER

ALL PARTIES MUST END BY 10:00 P.M.

ALL TRASH AND GARBAGE MUST BE REMOVED FROM THE SITE AFTER THE PARTY.

YOU ARE REQUIRED TO LEAVE THE FACILITY AND BATHROOMS CLEAN. IF THEY ARE NOT CLEAN WHEN YOU ARRIVE AT THE FACILITY, CALL THE ASSOCIATION OFFICE AT 829-7202.

Executed this _____ day of _____, 2011.

The Woodglen Homeowners Association, Inc.

BY: _____ LESSOR _____ LESSEE

Phone: _____ (daytime)
_____ (evening)

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Office Use Only:

Amount enclosed for lifeguard(s): \$ _____

Deposit Paid: _____ Check #: _____

Deposit Returned: _____