

**BRAUN STATION WEST CLUBHOUSE AND POOL
LEASE AGREEMENT**

I. This lease agreement, made and entered into this _____ day of _____, by and between Braun Station West Community Improvement Association (BSWCIA), hereinafter referred to as "Lessor," and _____, hereinafter referred to as "Lessee," sets forth the covenants and provisions of the lease by the Lessor of the facilities described below 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:

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

For pool rentals, number of lifeguard(s) required:	1-49 guests = 2	Note: Lifeguards are paid \$9.00 per hour each, payable at your party
	50-85 guests = 3	
	85+ guests = 4	

III. **TIME&PURPOSE OF OCCUPANCY/USE.** The use intended by the Lessee is for a _____.

DATE: _____ Tezel Clubhouse: _____

Tezel Pool / Brigadoon Pool: _____

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.**

Restriction of attendance: The Lessee shall not admit to said premises a larger number of persons than can safely and freely move about the rented areas, and the decision of the Lessor in this respect shall be final. The maximum capacity of the Clubhouse and Pool area is 150 persons. The maximum capacity of the Clubhouse only is 80 persons. For Lessee's protection, Lessor shall provide two(2) lifeguards for up to forty nine (49) guests in attendance. Over fifty (50) and up to eighty five (85) guests requires three (3) lifeguards, and eighty five (85) or more requires four (4) lifeguards. Lessee is responsible for paying the lifeguards at the rate shown in paragraph II above.

IV. **CONDITION OF PREMISES.** The Lessee is responsible for cleanup expenses and/or damages to the property which exceed the cleanup/security deposit. Failure to secure the facility (security system must be armed) or to turn off the air conditioning systems (remember there are two A/C systems) will result in forfeiture of the cleanup/security deposit. Your deposit check will be destroyed if it is not picked up within three working days after the rental date.

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. Nothing shall be put on the floor (i.e., wax, saw dust, etc.) to facilitate dancing. The Clubhouse/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 facilities can be canceled without penalty up to **two weeks** prior to the date of the reservation. **If cancellation is made less than two weeks prior to the event, the rental fee will not be refunded.** The cleanup/security deposit portion will be refunded regardless of the time of cancellation of a reservation. _____ **(Initial)**

VIII. **EVICTIION.** Braun Station West CIA, through its authorized representatives, reserves the right to refuse the use of any facility to any person, organization, or others requesting use of such facilities, or to evict any person or organization for misconduct, or when deemed to be in the best interest of Braun Station West 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 West Clubhouse and/or Pool areas may be leased only by a homeowner or tenant of record of Braun Station West. Lessee must be present at the leased facility during the entire rental period and all BSWCIA property assessments and/or other fees must be paid current.

X. **ILLEGAL USE OF POOL.** If Lessee has rented just the Clubhouse, use of the Pool is forbidden. (This includes parties where the Lessee has rented both the Clubhouse and the Pool, but longer hours for the Clubhouse. Guests may use the Pool only during the specified Pool rental hours.) Should any Clubhouse guests violate this rule, a \$200 fine will be levied against the Lessee.

XI. **OUTSIDE MUSIC HOURS.** All outside music (patio/pool area) **must end by 10:00 p.m.** _____ **(Initial)**

XII. **POOL PARTY HOURS.** All pool parties (at either Tezel or Brigadoon) **must end by 11:00 p.m.**

XIII. **SMOKING NOT PERMITTED.** Smoking is permitted **only** outside the front entrance, and all cigarette butts must be deposited in the butt can on the column near the bench. Absolutely **no smoking** inside the clubhouse or in the pool area!

XIV. **CLUBHOUSE OCCUPANCY LIMIT IS 80.** Any City fines resulting from non-adherence to this limit will be incurred by the Lessee. _____ **(Initial)**

XV. **PINATAS NOT PERMITTED IN POOL AREAS OR IN CLUBHOUSE.** Pinatas will not be permitted at either pool facility nor in the clubhouse; pinatas are permitted only in the picnic/park areas of both facilities.

XVI. **USE OF SMOKE OR FOG MACHINES NOT PERMITTED IN CLUBHOUSE.** Any fines or fees resulting from use of these prohibited items will be incurred by the Lessee.

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. Renters are advised that they are responsible for the conduct of any and all guests during the rental period. The pool and patio sites are in close proximity to home sites, therefore music, noise and outside activities should be tempered, and commensurate with the residential nature of the clubhouse location. _____ **(Initial)**

Lessor acknowledges receipt of the following fee and deposits:

\$ _____ Rental Fee Check # _____

Note: Returned Check fee = \$25.00

\$ _____ Cleanup/Security Deposit Check #: _____

Rental Key #: _____ (Keys must be picked up on the Monday or Tuesday **preceding** your party. Return keys to office in person; do not put in front door drop slot. **A fee of \$25.00 will be charged to replace lost rental keys.**)

CLUBHOUSE/POOL REGULATIONS

I. CONDITION OF PREMISES. 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 strictly prohibited.** Table covers and decorations must be removed and disposed of as part of the cleanup operation. Nothing shall be put on the floor (i.e., wax, saw dust, etc.) to facilitate dancing. The Clubhouse and/or Pool area must be cleaned to the satisfaction of the Lessor by end of the rental period. **DO NOT** clean out the fireplace after use but **DO** pour a small amount of water over any burning coals.

II. MAINTENANCE AND CLEANUP CHECKLIST. Lifeguards are not responsible for cleaning up after pool parties. They will usually assist the lessee with cleanup, because they want to go home. It is up to the lessee of the pool area to make sure the pool area is cleaned up. The lifeguards will not make this determination. Remember, please leave the Clubhouse and Pool area in the same or better condition as when you arrived. This is ***YOUR*** facility. The following reminder list will help you:

- _____ 1. Clean restrooms (mop restroom floors at Tezel).
- _____ 2. Clean counter tops, stove, microwave, refrigerator, sinks, and ice sink if any of these items were used. Be sure garbage disposal is empty. **(Clubhouse Rental Only)**
- _____ 3. Wipe the tops of the four wooden octagonal tables. Make sure they are completely clean. **(Clubhouse Rental Only)**
- _____ 4. Remove all decorations and any masking tape or string used to secure the decorations.
- _____ 5. Sweep and mop the Clubhouse floor. Make sure all spills and gum are removed. Use **WATER ONLY** to mop the floor (**absolutely no detergents, ammonia, chlorine, Pine Sol, etc.**). **(Clubhouse Rental Only)**
- _____ 6. Return all furniture and equipment to its original position. **(Clubhouse Rental Only)**
- _____ 7. Pick up all trash, including that outside the Clubhouse. Empty **ALL** trash containers, including those in the restrooms and outside the building, into the dumpster at the end of the parking lot. Place new trash bags into emptied containers.
- _____ 8. Carefully follow the Lock-Up Procedure on page 4. **(Clubhouse Rental Only)**

NOTE: FAILURE TO PROPERLY CLEAN THE FACILITY BY THE END OF THE RENTAL PERIOD CONSTITUTES FORFEITURE OF THE CLEANUP/SECURITY DEPOSIT AND LESSEE MAY BE RESPONSIBLE FOR ADDITIONAL COSTS IF CLEANUP OR DAMAGES EXCEED THE DEPOSIT AMOUNT.

OPENING AND CLOSING PROCEDURES *(Clubhouse Rental Only)*

I. OPENING PROCEDURE. After unlocking and opening the door you will hear the security alarm. The security keypad is located on the left wall as you enter the Clubhouse. **Enter the 6-digit code assigned to you to disarm the system.**

II. LOCK-UP PROCEDURE. After clean-up is completed and all trash and personal belongings have been removed from the building, ask all people to exit the building and follow these procedures to secure the facility.

_____ 1. Turn off A/C or Heat.

_____ 2. Turn off lights in the restrooms and restroom hallway.

_____ 3. Close and lock **all windows and doors** (including the patio door and the front door to the Clubhouse). **NOTE:** This step is **critical** to ensure the security system will arm properly. After this step is completed, the message display on the keypad will read **“READY TO ARM.”** If it does not, check again to make sure all doors and windows are securely closed and locked.

_____ 4. Turn off all lights. If needed, you may leave the flood light on in the hallway until you complete arming the security system.

_____ 5. When the display on the keypad reads **“READY TO ARM,”** press the **COMMAND** key and then the **number 1**. When the keypad message flashes **“ALL SECURE, EXIT NOW,”** turn off the hall light (if you left it on), leave the building through the front door, and key lock the dead bolt. (You have 60 seconds to exit the building and close the door after the security system has been armed.) **If you have any problems arming the system please call the Manager.** If you can't reach the Manager, leave a note explaining that you couldn't arm the security system.

DO NOT DEPART THE FACILITY UNTIL THE SECURITY SYSTEM DISPLAY READS “ALL SECURE, EXIT NOW.”

NOTE: FAILURE TO PROPERLY SECURE THE BUILDING AFTER A CLUBHOUSE RENTAL (SECURITY SYSTEM MUST BE ARMED) SHALL CONSTITUTE FORFEITURE OF THE SECURITY/CLEANUP DEPOSIT.

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 _____ 2009.

For Braun Station West:

Lessee:

Authorized Representative Signature

Signature

Phone: _____

Manager: Tony LaFrenier

Home Phone: 521-0926 / Office: 680-3009

Office Hours of Operation: 9am to 6pm, Monday-Friday

Address: _____