

SUNDANCE (TRAILS AND RIDGE) HOA

FACILITY RENTAL LEASE AGREEMENT

Property: **SUNDANCE (Trails and Ridges)** Date: _____ By: _____

This facility is the property of the above named Association. In order to properly care for this facility so that the members can enjoy it, the following terms and conditions have been established. The use fee and/or deposit, if applicable, must be paid at least two week prior to the reservation date. The fee and/or deposit if applicable is refundable if the party is canceled no less than two (2) weeks before the rental date. The facility is rented on a first-come, first-serve basis. The facility may not be rented for commercial purposes. Parties must be contained within the specific area rented. All trash must be removed from the facility premises after the party. All functions must be disbanded, the guests off the premises and the facility returned to its original clean condition after the private function has ended at the ending time stipulated below.

FACILITY COORDINATOR: FULLY COMPLETE THIS SECTION-WRITE N/A WHERE APPLICABLE.

1. This lease agreement is between above named Association hereinafter referred to as Lessor and _____ hereinafter referred to as Lessee.
2. Lessee's Full Address: _____
Lessee's 8:30 a.m. to 5:30 p.m. Phone Number(s): Home: _____ Work: _____
3. The Lessee shall be entitled to use the clubhouse/pool facility for a private, non-commercial function on the _____ day of _____, _____ for the hours of _____ a.m./p.m. through _____ a.m./p.m. **Events must end prior to 7:00pm.**
4. Applicable Facility Rented: **CLUBHOUSE AND POOL USE** Type of Function: _____
5. Actual number of persons attending the function: # _____. **Not to exceed 25.**
6. Lifeguard fees suggested: \$ _____ Via Check or Money Order (No cash accepted)
\$40.00 per hour
7. Deposit required if applicable: \$ 100.00 Via Check or Money Order (No cash accepted)
8. Use fee required if applicable: \$ 45.00 Via Check or Money Order (No cash accepted)

Please provide two separate checks, money orders, or cashiers checks payable to Sundance HOA for Deposit and Use Fee.

Reservations will automatically be cancelled if payment and form(s) are not received at least seven (7) days prior to the reservation date. No exceptions will be made to this policy.

Drop off or mail to:

Sundance Homeowners Association, Inc.
c/o RealManage
888 Isom Road, Suite 202
San Antonio, TX 78216
Phone: 866-473-2573
Fax: 866-919-5696
Email: SUNSANA@ciramail.com

RESERVATION DEPOSIT AND RENTAL FEE

Lessee shall pay to Lessor any applicable usage fees per event, and also a reservation deposit if applicable to be held by the Lessor as surety for proper cleaning of the facilities after use which is the sole responsibility of the Lessee, and to provide reimbursement for repair or replacement of Lessor's property and/or equipment required because of damage sustained incident to Lessee's use of the facility. Cash is not accepted-acceptable forms of payment include checks, money orders or cashier's checks. These forms of payment must be made payable to the Association. The deposit less expenses for unusual clean-up, damage repair or replacement will be refunded to the Lessee within two (2) week after the party and inspection of the premises by the manager and return of the facility key to management by 5:30 p.m. the day after the party by the Lessee. Failure to return the facility key to the management company (RealManage, 888 Isom Road, Suite 202, San Antonio, Texas 78216) may result in partial forfeiture of the deposit. The amount of any deposit deductions will be at the absolute discretion of the manager. Further, Lessee agrees to reimburse Lessor any additional sum required for clean-up, repair or replacement within ten (10) days from receipt of notice itemizing such damages, repairs or replacements.

LIFEGUARDS

Lessee agrees to pay the lifeguard rates as written on the front of this agreement, at the place and time also designated. The number of lifeguards required to cover a private function will be determined by the pool/lifeguard manager. Lifeguards must be those hired by the Association or lifeguards recommended by the pool manager. If the Association does not provide lifeguards, it is therefore a "swim at your own risk" facility and you are required to adhere to all posted rules and regulations.

SECURITY

The Association's security patrol, Board or appointed committee member if applicable or local authorities have the authority to monitor and implement any control of the function if Lessee is in violation of any part of this lease agreement. Cessation of this function may be requested if there is a violation of any state or federal laws not otherwise covered herein.

INDEMNITY

Lessee, by accepting this lease, agrees to release Lessor, its officers, directors, agents and employees from all damages and claims of every kind, whether to person or property, arising during Lessee's use of the premises. Lessee agrees to hold Lessor, its officers, directors, members, agents and employees harmless from damage, claim, lawsuit or judgment sustained by Lessee or any other person, including caterers on the premises incidental to or during the time of the lease and to indemnify the Lessor, its officers, directors, agents and employees against any and all claims, demands, expenses, injury including those claims, demands lawsuits or judgment arising from the negligence of the Lessor, its officers, directors, agents or employees.

CONDUCT OF FAMILY & GUESTS, AND RULES

The Lessee (member) is solely responsible for the conduct of the family and guests on the premises incidental to or during the time of the lease. The Lessee (member) must be present on the premises at all times during the lease period. The Lessee (member) agrees to be responsible for strict observance and adherence by Lessee and Lessee's family and guests of all rules and regulations of Lessor regarding use of and conduct on the leased premises. Lessee is responsible for making sure that adequate adult supervision is provided for functions held for persons 18 or under. The Lessee and the Lessee's guests/family/visitors are responsible for adhering to all facility rules as outlined on the attached Rules.

TERMINATION

The manager or any officer of the Lessor shall have the right to terminate this lease agreement for any reason but not limited to nonpayment of fees or deposits at which time this lease agreement becomes null and void. In the event the Lessor receives any warranted complaints with regards to excess noise, damage or destruction of property; or the number of guests exceeds the number stated in this agreement, the Lessor or any officer at his sole discretion can terminate this function and request the Lessee and all guests, whether invited or not, to leave the premises. Should this occur, the deposit shall be forfeited to Lessor.

LESSOR: Association: Sundance HOA By: _____
Facility Coordinator

LESSEE: Lease Agreement Executed this _____ day of _____, 20____.

Lessee Signature

Printed Name

LESSEE must initial the following:

1. _____ I have read and understand the contents of this lease agreement.
2. _____ I have received, read, signed (if applicable) and will adhere to the attached facility rules. I will make sure that my family, guests and visitors adhere to these rules at all times as they are my responsibility.
3. _____ I have received an Amenity Rental Checklist (attached) for completion and return to RealManage after my function.
4. _____ I understand that deposit and all fees must be paid in full **at least fourteen days prior to my scheduled event**, and that, should this information not be received by the Association, my reservation will be automatically cancelled without additional notice.
5. _____ I understand the clubhouse will be **opened no sooner than one hour** prior to my scheduled event.