

**(ORV) OAK RIDGE VILLAGE
HOMEOWNERS ASSOCIATION
1600 NE Loop 410, Suite 202
San Antonio, Texas 78209
(210) 829-7202 Office**

CLUBHOUSE LEASE AND/OR SWIMMING POOL

1. Lease:

The Oak Ridge Village Homeowners Association, hereby called "LESSOR", grants to:

_____ (Association Member's Name)

_____ (Address - 78247)

_____ (Telephone)

hereinafter called "LESSEE", the non-assignable right to use that portion of the Oak Ridge Village facility as follows: _____.

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

Type of Event: _____ Number of Guests: _____.

LESSEE shall be entitled to use these described leased premises for the use stated on the _____ day of _____, 20____, from _____ to _____.

All clubhouse parties must end by 11 p.m. and all pool parties must end by 10:30p.m.

2. Reservation, Rental Charge, and Security Deposit:

LESSEE shall pay to LESSOR in the sum of **\$50 for the Clubhouse ONLY, \$50 Pool ONLY, OR \$50 for Clubhouse and Pool** and shall also pay a **Security deposit the sum of \$100 (personal check from Association member only)** to be held by LESSOR as surety for proper clean-up, which is the sole responsibility of LESSEE, and to provide reimbursement for repair or replacement of LESSOR's property or equipment required because of damage sustained incidental to LESSEE's use of leased premises. 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. 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. **Reservations must be made at least two weeks in advance through the First Service Residential office.** Please make 2 separate checks payable to the Oak Ridge Village Homeowners Association. Checks must be from the Association member. The checks and signed lease must be received by the Association office before the keys will be released.

PLEASE CHECK THE ONE OPTION:

_____ Clubhouse ONLY for \$50.00 Usage Fee

_____ Pool & Clubhouse (only during Pool Season) for \$50 Usage Fee

_____ Pool ONLY for \$50.00 Usage Fee

Cleaning Option: Cleaning of the clubhouse/pool area can be done by Titan Services if a member so chooses.

The prices for cleaning are;

(1.) Pool party only - \$45.00

(2.) Clubhouse party only - \$75.00

(3.) Combination party of the clubhouse and pool - \$100.00.

Checks for cleaning are payable to Titan Services and must be from the Association member.

The check and signed lease must be received by the Association office before the keys will be released.

ORV Lease Agreement

3. Lifeguards:

If the pool is being leased as part of this agreement, LESSEE agrees to arrange and pay for two (2) lifeguards. A copy of the lifeguards' certification must be presented at the time the reservation agreement is signed. **If arrangements for lifeguards are made through Community Pool Management, no certificate is required.**

No more than 60 guests are allowed at private parties in the clubhouse and no more than 40 guests are allowed at pool parties.

The terms "guests" includes swimmers, non-swimmers, siblings and parents of attendees. LESSEE agrees that s/he will not use the pool(s) without the required number of lifeguards present and on duty. Also, LESSEE agrees that s/he 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.

Pool parties must be reserved at least two weeks in advance through the Association Management Services office.

4. Guest Conduct Rules:

LESSEE is solely responsible for the conduct of guests or others on the leased premises incidental to or during the time of the lease. **LESSEE 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 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 and 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 and 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.

6. Inspection and Termination:

A member of the Board of Directors, or other 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 any 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 non-payment of fees, the above Security Deposit shall be forfeited to LESSOR.

7. Alcoholic Beverages:

In the event that LESSEE chooses to serve alcoholic beverages on leased premises during the course of the rental period, LESSEE MUST hire a security guard to be present during LESSEE's use of the leased premises. The cost of the security guard shall be paid by LESSEE. **If alcoholic beverages are served at any party in the Association's clubhouse without a security guard present, the deposit of \$100.00 will automatically be forfeited. The homeowner that reserved the clubhouse will still be bound by all other rules, regulations and cleaning charges and therefore could incur additional charges as so stated in this lease agreement. The Association assumes no responsibility for any injury or damages incurred by anyone associated with the party or residing in the Oak Ridge Village subdivision. The homeowner assumes full responsibility for the actions of themselves, their guests and invitees.**

No alcoholic beverages or glass containers are allowed in the pool area at any time.

8. Decorations:

- **NO** staples, tape or tacks may be used to hang decorations, posters, etc. on the walls of the clubhouse. The corkboards on the wall, with push pins provided, can be used to hang decorations. Nothing else is to be hung on the walls.
- Decorations may only be attached with tape to the glass portion of windows and doors.
- Items may not be taped to the bottom of ceiling fans in the area under the fan blades.
- Items may be attached to tables and chairs, provided they are removed before the Exit Inventory and do not permanently mark or damage the chairs and tables.
- Tablecloths must be used on all tables being used for the party.

9. Air Conditioning/Heating Unit:

The thermostat will be pre-set at a temperature determined by the HOA Board, to control electrical usage. LESSEE may request a different temperature by signing a written agreement and agreeing to pay a fee to cover the usage cost.

Tampering with the box around the A/C thermostat will result in forfeiture of the entire security deposit.

10. Clean-Up:

LESSEE is required to leave the Clubhouse, kitchen and bathrooms clean. If Lessee rents the pool, all outside trash needs to be removed. If they are not clean when you arrive at the facility, call the Association office.

Trash bags must be used at all times in trash cans provided in the Clubhouse and pool area. When emptying trash, leave trash in the cans while carrying it across areas to avoid leaks. Trash cans must be washed out or cleaned by LESSEE after use.

LESSEE is responsible for any stains, scuff marks and/or damage to the clubhouse floor and equipment that are not noted on pre-inventory sheet. If an event is scheduled on the following day, or LESSEE does not remove the stains and/or scuff marks, a fee will be deducted from the deposit in accordance with the fee schedule.

The following tasks must be completed at the end of the rental period, *prior to* the PostInventory Meeting with LESSOR or LESSOR's agent:

- Remove all garbage from the clubhouse and pool facility.
- Return all chairs and tables to the storeroom.
- Clean the refrigerator and microwave.
- Sweep and mop the floors of the clubhouse.

If any of these items are not done to standard, a fee may be withheld from the deposit in accordance with the fee schedule.

11. Key:

A key to the Clubhouse is provided by a volunteer in the community. LESSEE must contact **Connie Smith in advance** (at least 24 hours prior to rental) at **210-601-7408** to make arrangements to pick up the key.

Executed this _____ day of _____, 20__.

By:

LESSOR
Oak Ridge Village Homeowners Association

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

Length of party: _____ hour(s)

Number of lifeguards required: _____

Security guard required: No Yes

OAK RIDGE VILLAGE CLUBHOUSE FURNITURE AND FIXTURES PRE- INVENTORY & POST-INVENTORY CHECKLIST

I, as LESSEE, hereby acknowledge that the following furniture and fixtures owned by the Oak Ridge Village Homeowners Association, and provided for use with the Clubhouse at the 3902 Tavern Oaks, was inventoried and is in good working order on this ____ day of _____, 20____, prior to the time that I obtained the key to the Clubhouse:

Refrigerator (1)	Microwave oven (1) /serial #74504-0419-01/	Telephone (1)
____ 8ft' white folding tables (6)	____ Folding card tables (2)	
____ 6ft' white folding tables (2)	____ Folding white chairs quantity (72)	
____ 4ft' white folding tables (2)	____ Chairs racks (2)	

- If any damage to the Clubhouse or its contents occurs during the leased period, LESSOR and/or LESSOR'S agent will obtain estimates for the cost of replacement/repair of such item(s) and will deduct the amount from LESSEE'S deposit. LESSEE has the right to be provided with an estimate for repairs, painting, etc.
- Any changes to the inventory procedures must be in written form and agreed upon by LESSEE, LESSOR, and/or the LESSOR'S agent.
- LESSEE has the right to be present with LESSOR and/or LESSOR'S agent during Pre-Inventory and PostInventory Meetings. A period of 30 minutes will be set up for both LESSEE and LESSOR to meet for PreInventory and Post-Inventory Meetings.

Pre-Inventory Meeting:

- If LESSEE fails to be present during 30-minute time frame, LESSEE forfeits his/her right to dispute the checklist. LESSOR and/or LESSOR'S agent *may* reschedule the meeting, at his/her discretion, at the request of LESSEE. If the request is denied, the original inventory check will be effective.
- Pre-Inventory Meeting may not be scheduled more than 24 hours prior to the scheduled event. If the Clubhouse is rented the day before the rental period, it is LESSEE'S responsibility to schedule a meeting time for the PreInventory meeting with LESSOR and/or LESSOR'S agent prior to rental period.

Post-Inventory Meeting:

- Post-Inventory Meeting may not be scheduled more than 24 hours after the rental of the Clubhouse. If the Clubhouse is rented the day after the rental period, it is LESSEE'S responsibility to schedule a meeting time for the Post-Inventory Meeting with LESSOR and/or LESSOR'S agent prior to rental period. The Post-Inventory Meeting must be complete at least 2 hours before the start of the next rental.

I have read and acknowledge the above rules prior to my receipt of the key to the clubhouse on this ____ day of _____, 20____.

Executed by:

LESSOR
Oak Ridge Village Homeowners Association

LESSEE
Association Member
Phone: (D)_____ (E)_____

Schedule of Fees

Floor - Sweep, Mop & remove scuff marks	\$35.00
Stains/Chips in flooring	Actual Cost
Removal of Trash	\$25.00
Clean Refrigerator	\$15.00
Clean Microwave	\$10.00
Chairs Left Out	\$1.00 per chair
Tables Left Out	\$3.00 per table
Table Replacement	Actual Cost
Chair Replacement	Actual Cost
Removal of Tape, Balloons, Decorations	\$25.00
Repairs to Clubhouse/Pool	Actual Cost
Replace of Misused, Damaged Items A/C &	Actual Cost
Heating Usage Outside of Present	
Temperature (4 Hour Increments):	\$25.00

Fees are not limited to items mentioned above. Any charges that occur outside of the items listed above will be handled on an individual basis and will be at actual cost of repair and/or replacement.

The Following items are noted for this rental period:

Agreed this _____ Day of _____, 20__

Lessor:

Association Representative

Lesser:

Association Member