

ENCINO PARK HOMEOWNERS ASSOCIATION

1923 Encino Rio, San Antonio, TX 78259, (210) 497-3022

POOL CABANA FACILITY LEASE 2020

The Encino Park Homeowners Association hereby called LESSOR grants to:

RESIDENT NAME: _____ PHONE: _____

RESIDENT ADDRESS: _____

RESIDENT EMAIL ADDRESS: _____

ORGANIZATION NAME: _____

Herein after called LESSEE, the right to use the Encino Park Pool Facility from **1:00 PM to 4:00 PM or 5:00 PM to 8:00 PM** unless otherwise agreed upon, LESSEE shall be entitled to the use of the premises for the event on:

Date: _____ Times: _____

Baby pool cabana _____ Large pool cabana _____

Said right of use and lifeguard(s) to be solely for the following purpose: _____

At least two (2) weeks' notice is required for rentals and may be dependent on lifeguard availability. NO EXCEPTIONS

LESSEE MUST BE PRESENT ON THE PREMISES AT ALL TIMES DURING THE LEASE PERIOD OR WE RESERVE THE RIGHT TO END THE EVENT.

Deposit: \$50.00 (refundable for cancellation up to 48 hour prior to event and refund processed within 48 hours after event if no damages occur) ***All fees made payable with a check or money order only to the Encino Park HOA. Checks will be deposited at time of receipt.**

Pool Usage fees:

Residents wishing to have a private party agree to pay a usage charges.

Please check one of the following:

____ **\$35.00** for use of 1 to 25 people (all guests including swimmers and non-swimmers)

____ **\$110** for use of 26 to 49 people (all guests including swimmers and non-swimmers)

*Includes one lifeguard- required for parties over 25 people

____ Total usage fees to be paid

All fees made payable with a check or money order only to the Encino Park HOA a minimum of 48 hours prior to event. Checks will be deposited at time of receipt.

CLEAN UP

LESSEE is responsible for collecting trash, wiping down tables and chairs, and making sure cabana areas are clean. Please make sure to remove all personal belongings. You are required to bag your trash and place bags by the trash can located at the entrance to the pool. **NO GLASS CONTAINERS OF ANY KIND ARE PERMITTED IN OR AROUND THE POOL AREA.**

CONDUCT OF GUESTS:

The LESSEE is solely responsible for the safety and conduct of guests or others on the premises both during and immediately after the event. All posted pool rules and regulations must be observed. **LESSEE MUST BE PRESENT ON THE PREMISES AT ALL TIMES DURING THE LEASE PERIOD.** The lease period is a maximum of 3 hours for private parties.

INSPECTION:

A member of the Board of Directors or other agent of LESSOR, shall have the right to inspect the premises during the term of LESSEE’S usage of the same and may demand cessation of any function and request guest to leave the premises if the pool rules and regulations are not observed.

TERMINATION:

The Board of Directors or any agent so empowered by them shall have the right to terminate this lease agreement for any reason, including but not limited to nonpayment of fees or deposits, and this lease agreement shall then be null and void. In the event this lease agreement is terminated for nonpayment of fees, the above Security Deposit shall be forfeited to LESSOR.

USAGE POLICY: Resident must be in good standing with the Homeowners Association in order to lease the cabana facility. All posted pool rules and regulations must be observed. No alcohol is permitted in pool area.

HOLD HARMLESS AGREEMENT:

By signing below you agree to the following hold harmless agreement and legal contract:

Lessee and users shall be fully responsible for all activities occurring in the Pool Facility during the usage period and shall hold Encino Park Homeowners Association and Spectrum Association Management, LP, and its agents free and harmless of any damage or loss of personal property or any bodily injury suffered for any reason during or as a result of a usage. By signing this agreement you acknowledge and understand that you are personally responsible for any damage or injury to yourself or any individual present on the Association’s property. You further understand that your period of responsibility begins once you enter the property and/or once your usage time starts, whichever comes first, and does not end until you and all your guests have left the Association’s property. You also acknowledge and understand that if you serve alcohol you are completely responsible for any action or inaction, which is caused as a result of serving alcohol. If a person at your usage causes any damage to property, and/or bodily injury, and/or harm to him/her self and/or any other person, while located on or off the Association’s property during or following your usage as a result of consumption of alcohol at your usage, you understand that you assume full and total responsibility for their actions and agree to hold the Encino Park Homeowners Association and Spectrum Association Management, LP harmless.

Resident Name	Resident Signature	Date
Deposit Received: _____ / _____ / _____	CK/MO# _____	
Usage Fee Rec: _____ / _____ / _____	CK/MO# _____	
Deposit Ref Req Sent: _____ / _____ / _____	CK# _____	