

HUNTERS CREEK SWIM AND RACQUET CLUB LEASE

1. Lease

The Hunters Creek Swim and Racquet Club, of 3630 Hunters Circle, San Antonio, Texas 78230, called "LESSOR", hereby grants to

_____ (member) or (non member)

_____ (address)

Hereafter called "LESSEE", the nonassignable right to use that portion of Hunters Creek Swim and Racquet Club as Follows:

- ____ Pool and surrounding area
- ____ Pool and Clubhouse and surrounding area,
- ____ Clubhouse only,
- ____ Clubhouse and surrounding area,

Said right of use and occupancy to be solely for the following purpose: (Describe Event and Number of Guests Attending)

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

_____, 20____ From _____ m. to _____ m.

2. Reservation Deposit and Rental Fee

LESSEE shall pay to LESSOR as a Reservation Deposit the sum of \$ _____ to be held by LESSOR as surety for proper cleanup which is the sole responsibility of the LESSEE, and to provide reimbursement for repair or replacement of LESSOR'S property or equipment required because of damage sustained incident to LESSEE'S use of the premises. Said deposit is to be refunded to LESSEE upon inspection of the premises by the Club Manager less any expense for cleanup or repair of damage. The amount of any such deduction shall be at the absolute discretion of the Club Manager. Further, LESSEE agrees to reimburse LESSOR upon demand any additional sum required for cleanup, repair or replacement.

3. Lifeguard

If the pool is being leased as part of this lease agreement, LESSEE agrees to pay as an additional sum the salary for one or more lifeguards, at the rate of \$ _____ per hour per guard. Number of such lifeguards to be determined by the Club Manager.

4. 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 the LESSEE'S use of the premises or arising during the LESSEE'S use of the 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 person, including caterers, on the premises incidental to or during that time of the lease, and to indemnify the LESSOR, its officers, directors, or employees against any and all claims, demands, expenses, including without limitation, attorney fees, lawsuits, or judgments for such loss, damage or injury including those claims, demands, lawsuits or judgment arising from the negligence of the LESSOR, its officers, directors or employees.

5. Conduct of Guests: RULES

The LESSEE (member) is solely responsible for the conduct of guests or others 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.* LESSEE agrees to be responsible for strict observance and adherence by LESSEE and LESSEE'S guests of an 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 a part hereof.

6. Club Manager

The use of the leased premises shall be subject at all times to the control and supervision of the Club Manager, who may, without notice to LESSEE, demand cessation of any function and request guests to leave the premises if the rules and regulations are not observed.

7. Termination

The Club Manager or any officer of LESSOR shall have the right to terminate this lease agreement for any reason including but not limited to nonpayment of fees and deposits, and this lease agreement shall be null and void. In the event this lease agreement is terminated for nonpayment of fees, the above Reservation Deposit shall be forfeited to LESSOR.

EXECUTED this _____ DAY OF _____, 20_____.

LESSEE Name _____

HUNTERS CREEK SWIM AND RECREATION CLUB LESSOR BY: _____

DEPOSIT RECEIVED _____

1st Inspection _____

PAYMENT _____

2nd Inspection _____

REFUND _____

FORM 10/06

NOTICE TO CLUB RENTER CLEANUP REQUIREMENTS:

1. Counters cleared and wiped clean.
2. Floors swept and cleaned of any spills.
3. Trash picked up from grounds.
4. Trash can emptied into dumpster.

NOTE: Each cleanup requirement listed above which is not met will cause a deduction from the rental deposit, the amount solely determined by the Club Manager or any Officer of Lessor.