

Inwood Swim Club, Inc.

1600 NE Loop 410, Suite #202

San Antonio, Texas 78209

(210) 829-7202 office

(210) 829-5207 fax

Pool and Facilities Rental Agreement

1. Lease

The Inwood Swim Club, Inc. hereby called "lessor", grants to: _____,
(Resident's name)

Telephone number _____, and resident's address _____,

hereinafter called "lessee", the non-assignable right to use the Inwood Swim Club, Inc. Facilities that includes the pool and restrooms. Use of the pavilion (covered area) requires a \$50.00 rental fee. 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 _____, 2011, from _____ to _____. (Total hours) _____

2. Lifeguards & Security Guards

Lessee shall pay the salary of at least two (2) additional lifeguards, who will be provided by the association/contractor, at the rate of \$20.00 per hour per lifeguard. The rate will be \$25.00 per hour; if alcohol is served (Lifeguards must be over 21 years of age.).

For parties with more than 40 people, the lifeguard requirements shall be:

- 41-60 people attending - three (3) lifeguards;
- 61-80 people attending - four (4) lifeguards.

No more than 80 guests shall be allowed at private parties. The Pool Manager reserves the right to require additional lifeguards for special circumstances and age considerations. Lessee further agrees that he/she will not use the pool(s) without the required number of lifeguards present and on duty. In addition, the lessee agrees that he/she 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.

Private parties at night with persons under the age of 21 in attendance, or if alcohol is to be served, will require a security guard (Smith Protective Services) beginning at 8:00 p.m. to 10:30 or 11:30 p.m. (depending on the specific day of the week), to be paid for by the party host/hostess at a rate of \$25.00 per hour. The party must end by 11:00 p.m. With all clean-up completed by 11:30 p.m.

3. Conduct of Guests: Rules

The lessee (Swim Club member) is solely responsible for the conduct of guests or others on the leased premises incidental to or during the time of the lease. The lessee (Swim Club member) 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. Additionally, the lessee will be responsible for any damage/repairs necessary.

All nighttime parties must end by 10:00 p.m. (Sunday through Thursday) and 11:00 p.m. (Friday and Saturday), with clean-up completed by 11:30 p.m. All trash and garbage must be removed from the site after the party *by the lessee*. The facility and bathrooms must be left clean. If they are not clean when you arrive, notify Association Management Services (AMS) @ 829-7202.

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 or during the lessee's use of the leased 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 persons, including caterers, on the leased premises incidental to or during the time of the lease, and to indemnify the lessor, its officers, directors or employees against any and all claims, demands, lawsuits or judgments arising from the negligence of the lessor, its officers, directors or employees.

5. Inspection and Termination

A member of the Board of Directors (BOD) or other agent of lessor shall have the right to inspect the leased premises during the term of lessee's rental of it and may demand cessation of any function and request guests to leave the premises if the rules and regulations are not observed. The BOD or any agent so empowered by them shall also have the right to terminate this agreement for any reason, including but not limited to nonpayment of fees for lifeguards and/or security guard, and this agreement shall be null and void.

6. Alcoholic Beverages

In the event that alcoholic beverages are going to be consumed on leased premises during the course of the rental period from 8:00 p.m. to 10:00 or 11:00 p.m., lessee shall so inform lessor, and a security guard must be present during lessee's use of the leased premises. Lessee shall pay the cost of the security guard. AMS must be informed if there will be alcoholic beverages served at the party.

7. Clean Up

All trash and garbage must be removed from the site after the party. If trash and garbage is not removed from the site, lessee agrees to pay to lessor the sum of \$10.00 per bag of trash removed by lessor.

8. Cancellation

The Swim Club member reserving the facility is responsible for notifying the association office if the event will be canceled. Please make every effort to notify the association office of a cancellation as early as possible. The lifeguard fees as well as the security guard fees (if required) are not refundable if the association office is notified less than 24 hours before the event is scheduled to occur.

9. Unpaid Fees

Any unpaid fees will be billed to the Swim Club member's account. This includes any NSF check fees.

Executed this _____ day of _____, 2009.

Lessor
Inwood Swim Club, Inc.
By:

Lessee
By:

Contact numbers:

Day time _____

Evening _____

Length of Party: _____ hour(s)

Pavilion Fee (if used): \$ _____

Number of Lifeguards required: _____ x \$20.00 per hour per Lifeguard
\$25.00 if alcohol served

Amount to enclose for Lifeguards: \$ _____

Security Guard required _____ YES x \$25.00 per hour _____ NO

Amount to enclose for Security Guard: \$ _____

Total amount due: \$ _____