



Nature Preserve Area Lease

Mountain Springs Ranch Property Owners Association (“LESSOR”): grants to:

Association Member’s Name	Lot Number	Home Phone	Cell Phone
Mailing Address	E-mail Address		

(“LESSEE”) the non-assignable right to use that portion of the Mountain Springs Ranch Recreational Facility (“LEASED PREMISES”) as follows:

THE NATURE PRESERVE AREA

Type of Event: _____ Number of Guests _____
 _____ (maximum of 50)

Location of Area Reserved: _____ (ATTACH DRAWING IF NEEDED)

LESSEE shall be entitled to use these described LEASED PREMISES for the use stated on the _____ day of _____, 20____

- Morning: from _____ to _____ (including setup and clean-up time).
- Afternoon: from _____ to _____ (including setup and clean-up time).
- Evening: from _____ to _____ (including setup and clean-up time).

THE SCHEDULED EVENT IS NOT ENDORSED OR APPROVED BY THE LESSOR. LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE EVENT. IT SHALL BE THE SOLE LIABILITY AND RESPONSIBILITY OF LESSEE TO ASCERTAIN AND COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES AND REGULATIONS THAT PERTAIN TO THE EVENT. THE USE OF ANY PORTION OF THE NATURE PRESERVE IS AT YOUR OWN RISK AND LIABILITY. LESSOR ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE USE OF THE NATURE PRESERVE OR ANY PORTION THEREOF. LESSOR ADVISES LESSEE THERE MAY BE UNSAFE AND HAZARDESS CONDITIONS PRESENT IN THE NATURAL TERRAIN OF THE NATURE PRESERVE AREA.

RESERVATION AND DEPOSITS

To reserve the identified portion of the Nature Preserve Area, LESSEE must submit the completed Nature Preserve Area Lease and a \$300 security deposit to LESSOR at least 48 hours prior to the event date. The Nature Preserve Area may not be rented for commercial purposes. Parties must be contained within the specified LEASE PREMISES. It shall be the LESSEE’s responsibility to mark off the area leased for LESSEE’s use, subject to approval by the LESSOR. The remaining portion of the Nature Preserve not leased by LESSEE shall be open to use by the members of the Mountain Springs Ranch Homeowners Association, Inc.

The Security Deposit of \$300.00 for the lease of the LEASED PREMISES shall be for the purpose of assuring proper clean-up, 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 LEASED PREMISES. In the event the expenses or damages incurred by LESSOR exceed \$300.00, the LESSEE shall be liable for the excess amount. Any expenses or damages in excess of \$300 shall be charged and assessed to the Member's POA account.

The Security Deposit must be paid at time of reservation to secure event. Lessee agrees to reimburse LESSOR, upon demand, any sum required for security, clean up, repair or replacement within ten (10) days of receipt of notice of such damages. **Send check (personal checks from Association member only) made payable to Mountain Springs Ranch Property Owners Association at 3106 Comal Springs, Canyon Lake, TX 78133.**

GUEST CONDUCT RULES

LESSEE is solely responsible for the conduct of guests or others on the LEASED PREMISES incidental to and during the time of the event. **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 as contained in the Recreational Facilities Handbook. **A copy of the Recreational Facilities Handbook is attached hereto and is part hereof.** All functions must end, and all guests must leave, at the designated ending time.

INDEMNITY

LESSEE, by accepting this lease, agrees to release LESSOR, its members, officers, directors, representatives, employees, committee members, volunteers and managers (collectively "Indemnified Parties") 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.

LESSEE AGREES TO BE SOLELY FINANCIALLY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM, AND WILL PAY TO THE INDEMNIFIED PARTIES THE AMOUNT OF ANY LOSS, LIABILITY, COST, CLAIM, DAMAGE OF EVERY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES), EXPENSE (INCLUDING WITHOUT LIMITATION, COSTS OF INVESTIGATION, DEFENSE AND SETTLEMENT AND REASONABLE ATTORNEY'S FEES AND EXPENSES), FINE, DEBT, PENALTY, DEFICIENCY, CAUSE OF ACTION, PROCEEDING, OBLIGATION OR DIMINUTION OF VALUE, WHETHER OR NOT INVOLVING A THIRD-PARTY CLAIM (COLLECTIVELY "DAMAGES") ARISING, DIRECTLY OR INDIRECTLY, OUT OF, FROM OR IN CONNECTION WITH LESSEES' OR LESSEE'S INVITEES, GUESTS, CONTRACTORS, CONCESSIONAIRES OR LICENSEES' USE AND OCCUPANCY OF THE LEASED PREMISES REGARDLESS IF SUCH DAMAGES ARE CAUSED BY THE LEASED PREMISES BEING IN DISREPAIR, DEFECTIVE OR NOT SUITABLE FOR LESSEE' INTENDED USE OR FOR THE NEGLIGENCE OF ANY OF THE INDEMNITEES.

LESSEE Initials

INSPECTION AND TERMINATION

A member of the Board of Directors or other agent of LESSOR, shall have the right to inspect the LEASED PREMISES during the term of LESSEE's rental of same and may demand cessation of any function and request guests to leave the LEASED 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. In the event of termination the above Security Deposit shall be forfeited by LESSEE.

CLEAN-UP

Clean-up is the responsibility of LESSEE. **All event trash must be removed from the site after the event.**

By signature below, LESSEE acknowledges receipt of and agrees to abide by all rules in the Mountain Springs Ranch Property Owners Association Recreational Facilities Handbook.

Executed this _____ day of _____, 20____.

By:

LESSEE
Association Member

LESSOR
Mountain Springs Ranch Property Owners Association
3601 Comal Springs
Canyon Lake, TX 78133

ASSOCIATION USE ONLY

LESSEE Security Deposit paid on _____

Check No. _____

After Inspection, Security Deposit Check to be Returned or Destroyed

September 2013