

**Mountain Springs Ranch
Property Owners Association
2010 Sports Pool Lease**

Mountain Springs Ranch Property Owners Association hereby called "LESSOR": grants to:

Association Member's Name

Lot Number

Telephone

Mailing Address

Hereinafter called "LESSEE," the non-assignable right to use that portion of the Mountain Springs Ranch facility as follows:

THE SPORTS POOL (PRIVATE WITH GRILL, TABLES, AND LAWN CHAIRS)

(No other pool, nor the pavilion may be reserved; they are used on a first come, first served basis.)

Type of Event: _____ Number of Guests _____

LESSEE shall be entitled to use these described leased premises for the use stated on the _____ day of _____, 2010 from _____ to _____ (including setup and clean-up time).

ALL PARTIES MUST END BY 10:00 P.M.

RESERVATION AND DEPOSITS

The facility is rented on a first-come, first serve basis. The facility may not be rented for commercial purposes. Parties must be contained within the specified area rented.

LESSEE shall pay to LESSOR a Security Deposit of \$300.00 for the Sports Pool as surety for 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.

The Security Deposit must be paid at least one (1) week prior to the reservation date. 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.

Please send check made payable to Mountain Springs Ranch Property Owners Association (personal checks from Association member only) at 20475 Hwy 46 West, Ste 180 PMB 604, Spring Branch, TX 78070.

GUEST CONDUCT RULES

LESSEE (Association member) is solely responsible for the conduct of guests or others on the leased premises incidental to and 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. All functions must end, and all guests must leave, at the designated ending time. **Clean Up is the responsibility of LESSEE.**

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.

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 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, the above Security Deposit shall be forfeited by LESSEE.

CLEAN-UP

LESSEE is required to leave all facilities clean. If facility is not clean when you arrive at the facility, call the Association at 830-608-3407. **All party trash must be removed from the site after the party.**

Executed this _____ day of _____, 2010.
By:

LESSEE
Association Member

LESSOR
Mountain Springs Ranch Property Owners Association
Ste 180 PMB 604
20475 Hwy 46 West
Spring Branch, TX 78070

POA Use Only

Security Deposit Paid: _____ Check No. _____

Security Deposit Returned _____

Comments: