

STATE OF TEXAS

LEASE AGREEMENT

COUNTY OF BEXAR

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, 201__, by and between THE HIDDEN FOREST HOMEOWNERS ASSOCIATION (LESSOR) AND _____ (LESSEE)

ADDRESS OF LESSEE _____

PHONE NUMBER _____

LESSEE MUST BE RESIDENT OF HIDDEN FOREST AND BE CURRENT IN THEIR ASSESSMENTS.

- 1. PREMISES.** For and in consideration of the rental to be paid and the covenants to be performed by LESSEES hereunder, LESSOR hereby leases, demises and lets unto LESSEE, in its present condition, THE HIDDEN FOREST RECREATION AREA AND/OR RECREATION ROOM located in the Hidden Forest Recreation Area, upon the following terms and conditions.
- 2. TERM.** The term of this lease shall be for the hours of _____ a.m./p.m. to _____ a.m./p.m. on (DATE) _____.
- 3. RENTAL.** Rental of the recreation room shall be an hourly fee of \$20 for the above time period, payable in full by June 15, 2006. This fee is non-refundable.
- 4. USE OF BUILDING.** Lessee shall have the right to use said facility for any lawful purpose, in accordance with the AGREEMENT, which is furnished to the LESSEE by the LESSOR at the time of the signing of this Agreement. Only candles enclosed in glass containers are allowed to be used in the recreation room.
- 5. REPAIRS.** LESSEE agrees to take good care of the facility and its fixtures and contents and shall, at their own expense, be responsible for all repairs of every kind to said premises during the term of this Lease, and to deliver the premises back to the LESSOR at the termination of said lease, reasonable wear and tear excepted.
- 6. INDEMNITY.** LESSEE agrees to indemnify and hold LESSOR harmless from and against all claims for or on account of damages from any lost, stolen or damaged property or injuries (including death) to persons arising out of LESSEE'S use and occupancy of the leased premises, nor shall LESSOR be liable to LESSEE or any third party for any damage or injury (including death) to persons or property resulting from the negligence of anyone other than LESSOR, or the agents, servants or employees of LESSOR.

Initials of Lessee _____

7. **COMPLIANCE WITH LAWS.** LESSEE agrees to comply promptly with all laws, rules and orders of Federal, State and THE CITY OF SAN ANTONIO, and all of its departments applicable to the premises herein leased.
8. **DISTURBANCES.** The LESSEE agrees that the use of the leased premises will be in such a manner as not to create any nuisance nor to interfere with the right of quiet enjoyment of any person living nearby.
9. **SUBLETTING.** LESSEE shall not assign, sublet or pledge this Lease or any part thereof, nor make any alterations in the premises without LESSOR'S written consent. LESSEE must remain on premises during entire rental.
10. **HOLDING OVER.** It is agreed and understood that any holding-over by LESSEE of the leased premises beyond the agreed lease termination date and time, shall be construed and operate as a tenancy from day to day, at a rental of triple the amount stipulated herein; and LESSEE shall be liable to LESSOR for all loss and damage on account of Lessee's holding over after the termination of the lease.
11. **BUILDING CLEAN UP.** LESSEE agrees to clean the leased premises of all trash and refuse in suitable containers and to remove said containers to Dumpster located by tennis and volleyball courts and is to insure that the leased premises are arranged in a neat, tidy and orderly fashion prior to leaving the premises on the day of the rental. LESSEE further agrees to return the key to said premises, with all inventory accounted for. If the leased premises are not cleaned, with all trash and refuse removed from said premises to the dumpster and the key to said premises returned to LESSOR, it is agreed and understood that the deposit, or a portion thereof as determined by the Board, shall be forfeited, and the LESSOR may consider this as a Holding-over by LESSEE.
12. **LESSOR'S RIGHT OF ENTRY.** LESSOR and LESSOR'S agents and representatives shall have the right to enter and inspect the leased premises at any time for the purpose of ascertaining the condition of the leased premises.
13. **LIENS.** All property of the LESSEE now or thereafter placed in or upon the leased premises is subjected to a lien in favor of LESSOR for any and all damages caused by LESSEE, its agents, employees or guests.
14. **ATTORNEY'S FEES.** If, on account of any breach by LESSEE, in LESSEE'S obligations, under the terms and conditions of this Lease, it shall become necessary or appropriate for LESSOR to employ or consult with an attorney concerning, or to enforce or defend, any of LESSOR'S rights and remedies hereunder, LESSEE AGREES to pay any reasonable attorney's fees.
15. **POLICE SECURITY.** LESSEE agrees to hire police security if any alcoholic beverages are to be served during the term of this lease. No glass containers are allowed. LESSEE shall make arrangements for security prior to or at the time of the signing of this lease.

Initials of Lessee _____

16. **THE LESSOR IS NOT RESPONSIBLE FOR ANY LOST OR STOLEN ITEMS.**
17. **KEY TO RECREATION ROOM.** LESSEE has been supplied with the key to recreation room and must return key upon contract expiration date.
18. **This constitutes the full agreement of both parties.**

WITNESS OUR SIGNATURES this ____ day of _____, 201__.

HIDDEN FOREST HOMEOWNERS ASSOCIATION

By: _____
LESSOR

LESSEE (Signature Line)

LESSEE (Printed Name)

LESSEE ADDRESS

LESSEE PHONE NUMBER