

**EL DORADO HOMES ASSOCIATION (EDHA)
CLUBHOUSE RENTAL AGREEMENT
Oct 2017**

This agreement is made this _____ day of _____, 20____
between EL DORADO HOMES ASSOCIATION INC., a non-profit
corporation having its office and principle place of business at 12606 Prima
Vista, San Antonio, TX. 78233, hereinafter called "Association" and
_____ residing at _____,
San Antonio, TX, 78233, hereinafter called the "Lessee."

WITNESSETH:

The association hereby leases the following premises: The EDHA
Clubhouse, 12606 Prima Vista, San Antonio, TX 78233 for _____ hours
beginning at 12:00 PM, on _____, 20____ and
terminating at 2:00 AM, on _____, 20____ to be used for
the following purposes only: _____

upon the following terms and conditions:

1. The lessee must be over 21 years of age.
2. The lessee must be a dues paying member of EDHA and pay the lump sum of \$340.00 (Three Hundred Forty Dollars) by check or in cash as a rental fee at the time of signing the contract. The check will be deposited by the EDHA Treasurer.
3. The lessee will deposit with the Clubhouse Manager a \$300.00 (Three Hundred Dollar) check payable to the Association. This deposit will serve as security for any damages or breakage which may occur during or as a result of the lessee's use of the premises, including any instance where any of the AC unit(s) are found to be set below 72 degrees. The Clubhouse Manager may stop by at any time during the rental period to spot check settings of the AC unit(s). the Security deposit will be returned if, upon inspection by the Clubhouse Manager, the premises are returned in good condition and all cleaning has been done according to "Exhibit A".

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4. Any lessee who sponsors a non resident of El Dorado **MUST** be in attendance during all hours of said sponsored function.
5. The lessee shall take good care of the premises and shall pay all costs and expenses required to make any repairs to return the premises to good order and condition over and above the security deposit, if applicable.
6. Lessee shall not mark, paint, drill into, place nails into, or in any way mar or deface any part of the premises or the building of which he has use.
7. The Association does not permit inside or outside the building any signs, advertisement, awnings, or any other projections. The Association does not permit any boring or cutting or stringing of wires in or on the premises, or to make any alterations, decorations, additions or improvements in or to the premises. Use the cup hooks provided.
8. Lessee agrees that he/she has inspected the premises and finds that the premises are suitable for the use he/she contemplates, and lessee further agrees to indemnify and hold harmless the Association, its officers, employees, agents, and members against any and all liability, suffered to be required to pay by reason of any claims, suits in law or equity, including personal injury, arising out of the use of said premises or entering of this contract, **including claims arising from the Association's own negligence.**
9. The Association, its officers, employees, agents, or members shall not be liable for any damage to property of the lessee or to others, entrusted to the Association, its officers, employees, agents, or members, nor for the loss or damages to any property of the lessee by theft or otherwise.
10. The Association, its officers, agents, or members shall not be liable for any injury or damage to person or property resulting from fire, explosion, steam, gas, electricity, water, rain, or snow or leaks from any part of the premises, or from pipes, appliances or plumbing works or from the roof, street, or other subsurface or from any other place by dampness or from any other cause of whatsoever nature.

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11. The Association, its officers, employees, agents, or members shall not be liable for any damage caused by other lessees or persons in said premises.

12. The Association, its officers, employees, agents or members shall not be liable for any latent defect in the demised premises.

13. Lessee expressly covenants and agrees to follow the rules and regulations pertaining to the utilization and use of the Clubhouse as detailed in Exhibit "A" attached hereto and incorporated by this reference for all purposes as is fully set out herein.

14. Lessee agrees to execute at the time of delivery of the keys to the Clubhouse, a receipt for said keys, and attach said receipt to this contract as an exhibit and said exhibit is hereby incorporated into this document by this reference for all purposes as if fully set out herein.

15. Lessee may cancel this agreement by giving written notice to the undersigned representative of the Association at least 2 (TWO) weeks prior to the beginning of the lease as provided for herein above, and by payment of \$50.00 (Fifty Dollars) which payment shall be considered liquidated damages and not a penalty.

In witness thereof, the parties have hereunto set their hand and seals on the day and year above written.

Clubhouse Manager for EDHA

Lessee