



**OAK RIDGE VILLAGE
HOMEOWNERS ASSOCIATION**

3424 Paesanos Parkway
San Antonio, Texas 78231
(210) 829-7202 Office

CLUBHOUSE AND/OR POOL LEASE AGREEMENT

The Oak Ridge Village (ORV) Community offers homeowners the opportunity to rent the clubhouse for social events, involving residents of Oak Ridge Village and their guests **ONLY**. The clubhouse **MAY NOT** be secured by individuals that reside outside of Oak Ridge Village. In addition, approved Oak Ridge Village residents **MUST** be in attendance at the clubhouse, throughout the entire event. Violations of these requirements will result in suspension of clubhouse rental privileges for up to one year.

Process for reserving the clubhouse:

1. The reservation application is available at [ORV Community Reservation Request Form](#) or e-mail SAReservations@fsresidential.com about clubhouse/pool reservations and scheduling lifeguards. You will be contacted after the completed reservation application, deposit and usage checks are received by First Service Residential and the application is reviewed and approved by First Service Residential.
2. A programmed card for entry into the Clubhouse will be given to you on the day of the rental.. See Paragraph III below.
3. The checklist report is prepared no more than 24 hours after the event. If the clubhouse is in pre-rental condition and no damages are observed, the rental deposit and checklist fee will be mailed back to Oak Ridge Village resident lessee.

I. Lease:

The Oak Ridge Village Homeowners Association, hereby called "LESSOR", grants to:

<i>Association Member's Name</i>	<i>Address</i>	<i>Telephone</i>

Hereinafter called "LESSEE", for use and occupancy to be used for the following purpose:

Type of Event: _____ Number of Guests: _____.

LESSEE shall be entitled to use these described leased premises on the _____ day of _____, 20____, from _____ to _____.

CLUBHOUSE HOURS: 8:00 AM - 11 PM
POOL HOURS: 8:00 AM – 10:30 PM (Pool Season Only)



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II. Usage, Security Deposit and Checklist Fees:

LESSEE shall pay to LESSOR a non-refundable **Usage fees of \$75.00 (Clubhouse ONLY), \$100.00 (Pool ONLY) or \$150 (Clubhouse & Pool)**, in addition a **Security Deposit fee of \$250.00** to be held by LESSOR as surety for proper clean-up, repair, or replacement of property or equipment of LESSOR's property or equipment required because of damage sustained by LESSEE's use of the leased premises. Said deposit is to be refunded to LESSEE **upon inspection** of the premises by the Association Manager or his/her agent, less any expenses for security, clean-up, fines, or repairs of damages sustained to the leased premises, common areas owned by the Association, and/or other areas maintained by the Association. Further, the LESSEE agrees to reimburse LESSOR, upon demand, any sum required for security, clean-up, repairs or replacement. **Reservations must be made at least 14 days (2 weeks) in advance through the First Service Residential office.** Please make 2 separate checks payable to the Oak Ridge Village Homeowners Association. Checks must be from the Association member. The checks and signed lease must be mailed to the *First Service Residential office at 3424 Paesanos Parkway, San Antonio, TX 78231, before date is confirmed.*

PLEASE SELECT ONE OPTION:

CLUBHOUSE:

Usage Fee: Clubhouse ONLY - \$75.00

Usage Fee: Clubhouse with Cleaning Service - \$160.00 (*\$75.00 check payable to ORV HOA and \$85.00 check payable to Titan Services).

POOL (Only during Pool Season):

Usage Fee: Pool ONLY - \$100.00

Usage Fee: Pool with Cleaning Service - \$155.00 (*\$100.00 check payable to ORV HOA and \$55.00 check payable to Titan Services).

CLUBHOUSE & POOL (Only during Pool Season):

Usage Fee: Clubhouse & Pool - \$175.00

Usage Fee: Clubhouse, Pool & Cleaning Service - \$290.00 (\$175.00 check payable to ORV HOA and \$115.00 check payable to Titan Services).

Please call Lilliana at Titan Services at (210) 865-2164 once your party is over to advise her of cleaning the clubhouse, if you have paid for her services.

Please note rental of Clubhouse & Pool are only open for Association members.

Professional Cleaning: If member chooses professional cleaning services of the clubhouse/pool area, checks should be made payable to: Titan Services and MUST be from the Association member.

(initials) *My initials confirm I have read, understand, and will comply with the above.*



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- III. **Clubhouse Access:** A key and card to the Clubhouse will be provided by a volunteer in the community at the time of pre-inspection of the Clubhouse prior to the rental period. LESSEE must contact **Connie Smith *in advance*** (at least 24 hours prior to rental) at **210-601-7408** to make arrangements to pick up the key and card.

_____ ***My initials confirm I have read, understand, and will comply with the above.***
(initials)

IV. **Lifeguards:**

LESSEE agrees to pay, as an addition to the sum, the cost of two (2) lifeguards who will be provided by the Association, for parties. The lifeguard rate is \$___ per hour per lifeguard. A copy of the lifeguards' certification must be presented at the time the reservation agreement is signed. **If arrangements for lifeguards are made through Community Pool Management, no certificate is required. Arrangement can be made through First Service Residential Company if using the Community Pool Management. If you hire your own lifeguards Certification must be provided with signed lease to the management company.**

No more than 60 guests shall be allowed at private parties in the clubhouse and no more than 40 guests are allowed at pool parties.

ALL GUESTS MUST BE OUT OF THE POOL AREA WHEN LIFEGUARDS ARE NOT ON DUTY

The term "guests" includes swimmers, non-swimmers, siblings, and parents of attendees. Pool parties are not exclusive. All pool members have the right to use the pool facility when it is open. Also, LESSEE agrees that s/he 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.

Should LESSOR or its representatives discover that these conditions are not followed, this Lease Agreement will be "null" and "void" immediately and the following actions will occur:

1. The deposit will be forfeited.
2. LESSEE will be prohibited from leasing the pool or Clubhouse for 18 months.
3. LESSEE and his/her guests will be required to leave the pool area immediately.

Pool parties must be reserved at least 2 weeks in advance for lifeguard availability.

The reservation is not confirmed until the Association office has received the lifeguard salary deposit:

\$___/hour per lifeguard x the # of hours of the event

All pool parties must be reserved at least two weeks in advance through the Association Management office



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V. Guest Conduct Rules:

LESSEE is solely responsible for the conduct of guests or others on the leased premises incidental to or during the time of the lease. **LESSEE (Association 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. A copy of such rules is attached hereto and is part hereof.

_____ ***My initials confirm I have read, understand, and will comply with the above.***
(initials)

VI. 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 or during LESSEE's use of the leased premises and LESSEE agrees to hold LESSOR, its officers, directors, and employees harmless from any damages, claims, lawsuits, 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.

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(initials)

VII. Inspection and Termination:

A member of the Board of Directors, or other agent of LESSOR, shall have the right to inspect the lease premises during the term of the 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 nonpayment of fees or deposits, and this agreement shall be null and void. In the event this agreement is terminated for nonpayment of fees, the above Security Deposit shall be forfeited to LESSOR.

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VIII. Clean-Up:



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LESSEE is required to leave the Clubhouse, kitchen and bathrooms clean. If Lessee rents the pool, all outside trash needs to be removed. If they are not clean when you arrive at the facility, contact our volunteer assigned. All trash **MUST** be removed from the premises, if LESSEE is cleaning.

1. Trash bags **MUST** always be used in trash cans provided in the clubhouse and pool area.
2. When emptying trash, leave trash in the cans while carrying it across areas to avoid leaks.
3. Trash cans must be washed out or cleaned by LESSEE after use.

LESSEE is responsible for any stains, scuff marks and/or damage to the clubhouse floor and equipment that are not noted on pre-inventory sheet. If an event is scheduled on the following day, or LESSEE does not remove the stains and/or scuff marks, a fee will be deducted from the deposit in accordance with the fee schedule.

If you have not paid for cleaning services, in order to receive your deposit, the following tasks **MUST** be completed at the end of the rental period,

1. Return all chairs and tables to the storeroom.
2. Clean the refrigerator and microwave.
3. Sweep and spot mop any spills on the floors of the clubhouse using water only.
4. Empty all trash cans, remove trash from premises and new trash liners inserted.

If any of these items are not complete to standard, a fee may be withheld from the deposit in accordance with the fee schedule (see page 8).

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IX. Decorations:

- **NO** staples, tape or tacks may be used to hang decorations, posters, etc. **on the walls, doors, and windows of the clubhouse**. The corkboards on the wall, with push pins provided, can be used to hang decorations. Nothing else is to be hung on the walls. No glitter or confetti items are allowed.
 1. Items may not be attached to the ceiling fans or window treatments.
 2. Balloons may be attached to tables and chairs but must be removed completely.
 3. Tablecloths must be used on all tables being used for the party.
 4. Tape is not allowed on tables, chairs, window, or window treatments.

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X. Alcoholic Beverages:

In the event that LESSEE chooses to serve alcoholic beverages on leased premises during the course of the rental period, LESSEE **MUST** hire a security guard to be present during LESSEE's use of the leased premises. The cost of the security guard shall be paid by LESSEE. **If alcoholic beverages are served at any party in the Association's clubhouse without a security guard present, the deposit of**



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\$250.00 will automatically be forfeited. The homeowner that reserved the clubhouse will still be bound by all other rules, regulations and cleaning charges and therefore could incur additional charges as so stated in this lease agreement. The Association assumes no responsibility for any injury or damages incurred by anyone associated with the party or residing in the Oak Ridge Village subdivision. The homeowner assumes full responsibility for the actions of themselves, their guests and invitees.

**No alcoholic beverages or glass containers are allowed
in the pool area at any time.**

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(initials)

Executed this _____ day of _____, 20_____.

LESSOR

Oak Ridge Village Homeowners Association

LESSEE

Association Member: _____

Phone: _____

E-mail: _____

Length of party: **Hour(s)** _____

Lifeguard(s) required: **Yes No**

**Security Guard(s)
required:** **Yes No**

FAQs

- 1. May the Clubhouse be accessed prior to the start of the rental period? NO**
- 2. May a resident rent the clubhouse to celebrate an event for a family member that resides outside the Oak Ridge Village Community?** Yes, but the Oak Ridge Village resident must be in present throughout the event. The resident must open and close the clubhouse and is responsible for the post-rental condition of the clubhouse.



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Oak Ridge Village Clubhouse Checklist

- 1. During the Pre-Inspection Meeting before your event begins:** Review the checklist with the volunteer. Note any items that are not clean upon your arrival.
- 2. Inspection After the Rental Period:** Complete this checklist with the volunteer.
- 3. Please sign and date the checklist and give it to the volunteer upon leaving the facility.**

Failure to complete this form will result in a \$25.00 fee.

NOTE: THE STRIPS ON THE WALLS ARE THE ONLY AREAS IN THE CLUBHOUSE WHERE PUSH-PINS ARE PERMITTED AND MAY BE USED TO ATTACH SIGNS, DECORATIONS, BALLOONS, ETC. THE USE OF PUSH-PINS OR NAILS INTO THE CLUBHOUSE WALLS IS **NOT** PERMITTED; DO NOT TAPE DECORATIONS TO WALLS OR THE FLOOR. **DO NOT ATTACH ANY ITEM OR DECORATION TO CEILING FANS.**

In the event the clubhouse is not left in the condition it was rented, a statement for such charges will be directed to the owner and becomes immediately due. If cleaning is required following the reservation period, charges will be issued as follows:

CLUBHOUSE FURNITURE AND FIXTURES INVENTORY

Refrigerator (1)	Microwave oven (1) – Serial #74504-0419-01
8 ft. white folding tables (6)	Folding card tables (6)
6 ft. white folding tables (2)	Folding white chairs (72)
4 ft. white folding tables (2)	Chair racks (2)

If any damage to the Clubhouse or its contents occurs during the leased period, LESSOR and/or LESSOR'S agent will obtain cost of replacement/repair of such item(s) and will deduct the amount from LESSEE'S deposit. LESSEE has the right to be provided with cost for repairs, painting, etc.

Any changes to the inventory procedures must be in written form and agreed upon by LESSEE, LESSOR, and/or the LESSOR'S agent.



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Checklist & Schedule of Fees:

	Floor – sweep and spot mop any spills on the floor with water only.	\$50.00
	Floor repairs - stains/chips in flooring including scuff marks and scratches from dragging the tables.	Actual Cost
	Kitchen area - wipe down sink, microwave and countertops.	\$20.00
	Refrigerator – clean exterior, do not leave food and wipe down inside.	\$20.00
	Trash - empty trashcans and take trash with you. No trash pickup at the clubhouse.	\$35.00
	Bathrooms - flush and clean all toilets, wipe down bathroom sink area, lock bathroom doors.	\$20.00
	Decorations - remove all decorations (decorations MUST NOT be attached to the walls, doors, and windows in any fashion - no tape, no push pins, etc. Renter will be responsible for any damages.)	\$25.00
	Take home all items you brought with you.	\$20.00
	Loss of Card or Keys for entry of Clubhouse	\$50.00
	Return all furniture to its original place. All furniture (tables & chairs included) MUST be lifted NOT pushed across the floors to avoid damage. Renters will be responsible for additional cost for damages beyond normal wear and tear.	\$25.00
	Lock ALL doors.	\$25.00
	Turn off AC/heat, lights and fans.	\$25.00
	Sign and date this form and leave with volunteer at the time of final inspection.	\$25.00

Fees are not limited to items mentioned above and are subject to change at the discretion of the ORV Board of Directors. Any charges that occur outside of the items listed above will be handled on an individual basis and will be at actual cost of repair and/or replacement.

Note if any cleaning supplies are needed, list them here: _____

I acknowledge the above fees

Printed Name

Date

Address

Telephone

LESSEE Signature