

The Fairways of Blackhawk Homeowners Association Amenity Center Clubhouse Lease Agreement

1. Lease Agreement

The Fairways of Blackhawk Homeowners Association (Association), a non-profit organization, hereby leases to Lessee the Amenity Center Clubhouse (Premises) located at 19117 Ventana Court, Pflugerville, Texas 78660 on:

_____ (month) _____ (day) _____ (year).
(rental date)

It is understood that the Premises are leased "as is" without warranty and without representation by the Association as to the suitability of the premises for the Lessee's intended use. This lease is granted solely to lot owners of record (Lessee) or to their registered lessees or renters.

Access to the bathrooms from the pool is confined to the east entrance. Footgear must be worn by all persons while in the main clubhouse room

2. Deposit

The Lessee is allowed to use the Premises once a quarter. No rental fee is charged, however a deposit of \$50.00 is required at the time of the reservation. The Association Representative (the Reservation Coordinator) will refund the deposit fee of \$50.00 after an inspection of the premises and all keys have been returned. The Association reserves the right to withhold the deposit should cleaning charges be required or damages have occurred.

3. Lessee's Obligations

a. Lessee agrees that this Lease Agreement and Amenity Center Clubhouse Reservation Policy shall constitute the whole agreement between the Fairways of Blackhawk Homeowners Association and the Lessee.

b. Lessee shall use the Premises in an orderly and proper manner so as not to annoy, disturb, or be offensive to others within the immediate vicinity.

c. Lessee shall:

- end all activities on the Premises by 10:00 p.m. - sweep and mop the floors - clean all kitchen countertops and sink - remove all food stuff from the refrigerator and freezer - remove all garbage, debris, and other waste and deposit it in the trash containers at the rear (east side) of the clubhouse – poolside trash containers are not to be used for this purpose - restore air conditioning to original settings - turn off all inside lights - lock the doors to the parking lot, the pool, and the restroom hallway - complete all cleaning and vacating the Premises by 11:00 p.m. - return the keys as stated in the Amenity Center Clubhouse Reservation Policy

d. Lessee shall not:

- allow any person into the main clubhouse who is not wearing footgear. - allow any person to stand on chairs or furniture. - allow any person to stand or sit on countertops. - allow any behavior which could result in harm or injury to themselves or others. - use the Premises for any commercial purpose.

4. ALLOWING PETS, SMOKING OR THE USE OF ALCOHOL IN THE CLUBHOUSE IS PROHIBITED. 4.

VIOLATIONS WILL BE CAUSE FOR FORFEITURE OF YOUR DEPOSIT

Indemnity Clause

Lessee shall indemnify and hold harmless the Association, its directors, representatives or agent from all claims, demands, losses, or damages including, but not limited to, those for death, for personal injuries or for property damages out of or in connection with the use of the premises by lessee or arising out of any acts or omissions of lessee, his employees, agents, representatives, guests, or invitees.

5. Reimbursement for Damages

Lessee shall, upon demand, immediately reimburse the Association for any damages to the premises above and beyond the deposit amount. Lessee acknowledges and agrees that the cost of remedying any damage or replacement of any furniture, accessories or appliances will be charged to the lessee's account.

6. Statement of Non-transferability

Lessee is prohibited from assigning or transferring this agreement.

Fairways of Blackhawk Homeowners Association Resident (Lessee):

Name: _____

(print)

Address: _____

Home Phone: _____

Work Phone 1: _____ Work Phone 2: _____

Mobile Phone 1: _____ Mobile Phone 2: _____

By: _____ Date: _____

Lessee Signature

Witnessed: _____ Date: _____

Association Representative

(Association Use Only)

Furnished Key # _____ Returned _____ Date _____

Amount of deposit received _____ Amount of rental returned _____ Date _____