

Braun Station West

Community Improvement Association

2026: Tezel Pool Lease

1. This agreement, created on the ____ day of _____, 2026, is made between the Braun Station West Community Improvement Association (BSWCIA), referred to as "Lessor," and (Printed Name) _____ of (Street Address) _____, who will be referred to as "Lessee." This document details the terms and provisions regarding the rental by the Lessor of the facilities described below to the Lessee.

2. **CONSIDERATION:** To enjoy using the premises mentioned above, Lessee agrees to pay Lessor a rental fee and a deposit.

Rental Fee: \$200 AND Deposit: \$200

Pool Monitor Fee: \$100.00 (cash only)

4 hours of Pool time (7-11 PM)

Note: A returned check incurs a fee of \$35.00.

3. **DATE, TIME, & PURPOSE OF OCCUPANCY/USE:** The Lessee intends to use the facilities for a

| Type of Event | Day of the week | Date of use | Time slot |
|---------------|-----------------|-------------|-----------|
|---------------|-----------------|-------------|-----------|

The times listed carefully include both setup and cleanup, making sure everything runs smoothly! Just a friendly reminder: The lessee agrees not to extend the use of the facilities beyond these times unless they get prior approval from the Manager. It's important to remember that the premises are to be used for lawful activities and personal conduct that aligns with our wonderful community's standards and expectations. We kindly ask that commercial ventures or any solicitation for services or products for gain be avoided. Lastly, the lessee should ensure that anyone enjoying alcoholic beverages is of legal drinking age.

4. **RESERVATION:** To secure your date, please **complete this form** and **return it with your deposit, rental payment, and \$100 (cash only) Pool Monitor fee.**

5. **ATTENDANCE:** Lessee should ensure that the number of attendees does not exceed what can safely move around the rented areas. The Lessor's decision on this matter is final. The **lessee will be responsible for any City fines due to exceeding this limit.**

6. **SAFEGUARDING & CONDITION OF PREMISES:** **Lessee is responsible for covering repair or replacement costs for any damage to BSWCIA property**, including the **structure, landscaping, furniture, and equipment**. Should any part of the premises be damaged during this lease due to the actions, negligence, or any guests of the Lessee, the Lessee agrees to reimburse the Lessor for necessary repairs, including reasonable attorney fees and court costs. Cleanup costs and property damages exceeding the deposit will also fall under the Lessee's responsibility.

7. **DECORATIONS:** Feel free to add your personal touch to the pool area, but we kindly ask that you **steer clear of using tacks, nails, brads, staples, glue, or glitter**. Please make sure nothing is secured or fastened to the walls. We also appreciate it if you could remove and dispose of table covers and decorations during your rental, leaving the space nice and tidy by the end of your stay to the Lessor's satisfaction.

8. **INDEMNIFICATION:** Lessee agrees to protect Lessor from liability for any claims or lawsuits that may arise due to injuries or damages during occupancy of the premises.

9. **EVICTIION:** Braun Station West CIA, through its authorized representatives, maintains the right to limit facility use to individuals or organizations at their discretion and may evict any person or group for misconduct

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or in the best interest of Braun Station West CIA. In case of eviction for valid reasons, the Lessee will forfeit any pre-paid amounts for the occupancy covered under this lease.

10. USER OF PREMISES: We invite homeowners or tenants of record in Braun Station West to lease our BSWCIA facilities! Just a friendly reminder that **your annual assessment and statement balance need to be paid in full before securing your rental**. It's also important that the **lessee is present for the entire rental period**.

11. OUTSIDE ACTIVITIES: Please conclude any outside music by 10:00 p.m. Remember the clubhouse's proximity to homes, so please keep noise and outdoor activities manageable and respectful of the residential setting.

12. SMOKING NOT PERMITTED: **Absolutely no smoking inside the clubhouse or within the gated area.**

13. PINATAS: While pinatas can't be brought into the gates or the clubhouse, we're happy to let you enjoy them in the picnic and park areas!

16. POOL MONITORS: **All pool events must have a Pool Monitor present** throughout the event. A Pool Monitor will be assigned to your party by the Manager and should be paid at the Lessee's expense.

_____ Initial

17. THE FOLLOWING WILL RESULT IN AUTOMATIC FORFEITURE OF YOUR DEPOSIT

- Automatic forfeiture due to use of glass
- Automatic forfeiture for entering or exiting outside of designated times

_____ Initial

18. CANCELLATION POLICY: If you need to cancel **more than 61 days ahead of your reserved date, you won't face any penalties!** If you **cancel between 60 and 31 days before your reserved date, you'll receive a 50% refund of the rental and monitor fee.** Unfortunately, **if you cancel 30 days or less before your reserved date, we won't be able to offer a refund.**

_____ Initial

Phone: _____ Email Address: _____

Lessee: _____ Date: _____

Signature

FOR OFFICE USE

Lessor acknowledges receipt of the following:

Deposit: Check # _____ Rental Fee: Check # _____ Amount \$ _____

Pool Monitor Fee: _____ (cash only) Pool Monitor _____

Braun Station West:

BSWCIA Manager
Heather Tristan

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