

Rental Lease Agreement

Pool

THIS LEASE, made this ____ day of _____, 200__ by and between The Colonies Swim and Tennis Club, Inc., hereinafter to as referred to as Lessor; and _____, hereinafter referred to as Lessee:

WITNESSETH:

The Lessor demises and lets to the Lessee, and the Lessee hires and takes from the Lessor, the following described leased premises upon the terms and conditions hereinafter set out, to-wit:

- (4) **Leased Premises:** COLONIES POOL FACILITY OF
THE COLONIES SWIM AND TENNIS CLUB, INC.
CAUSEWAY DRIVE AT WILDE LAKE DRIVE
HENRICO COUNTY, VIRGINIA
- (5) **Term:** This lease shall continue for a term of ____ hours commencing at _____ and expiring at _____, on the _____ day of _____, 200__.
- (6) **Rent:** The Lessor reserves and the Lessee promises to pay, rent for the term of the lease in the amount of _____, (\$_____), which rent shall be payable upon execution of the lease and shall be refundable only upon one month's notice of cancellation. In addition the Lessee agrees to pay a fee of \$10 per hour per Lifeguard. A minimum of three (3) lifeguards must be on hand. The number of Lifeguards required to work will be determined by the Pool Manager. Each Lifeguard's schedule includes on half hour for clean up. Lifeguards must be paid the night of the lease.
- (7) **Security Deposit:** Lessee shall pay to Lessor a security deposit in the amount of \$100.00, payable one week prior to term of lease, which sum shall be held by Lessor as security for the performance of the Lessee of the covenants and conditions herein contained to be performed by the Lessee. The said deposit shall be promptly returned to Lessee at the expiration of the lease term, provided the Lessee has fully performed all of the covenants and conditions to be performed by the Lessee pursuant to this lease and has surrendered the leased premises to Lessor in good condition, normal and natural wear and tear excepted, and in clean condition. Upon Lessee's failure to do so, said security deposit may be applied by Lessor against any sums then owing to Lessor against any sums then owing to Lessor by Lessee on account of such failure. Noise complaints after 11 p.m. EST that requires police or Colonies Swim and Tennis Board Member to respond will result in loss of security deposit. Entry key to clubhouse must be returned by the Lessee at the end of lease term or security deposit will be surrendered by Lessee to Lessor.
- (8) **Use of Premises:** Lessee shall use (the clubhouse only and no other facility) or (the pool only and no other facility) or (the clubhouse and pool) during the term of the lease. Lessee covenants do not permit, cause or commit the violation of any applicable federal, state or local laws, ordinances, statutes or regulations during said term and not to carry on, or permit others to carry on, any activities which would constitute a nuisance or which would in any manner interfere with the quiet peaceful enjoyment by others occupants of adjoining, adjacent or nearby premises. Lessee is responsible for the procurement of any license regarding alcohol served at any function.

- (9) Assumption of Risks by Lessee: The Lessor, its employees and agents, shall not be liable to the Lessee or any other person before, during or after the term of this lease by permission or sufferance of the Lessee for any loss, injury to person or damages to property caused by, resulting from or connected with the leased premises or any present or future defect or condition therein, or resulting from the use or occupation thereof during the said term; whether such loss, injury or damage is caused by defect or condition apparent or not and even though known to the Lessor and undisclosed to the Lessee; and the Lessee hereby covenants and agrees to save harmless the Lessor, its agents and employees, from any and all demands, claims, actions, damages cost and expenses, for any loss, injury to person or damage to property to the Lessee or to any person resulting from or connected with the leased premises during the term of this lease.
- (10) Entry for Inspection: Lessor, or its designated agent, shall have the right to enter upon the leased premises at all reasonable times during the term of this lease for the purpose of inspection.
- (11) Assignment and Subletting: Lessee must be a member in good standing of the Colonies Swim and Tennis Club, Inc., and shall not make any other assignment of this lease or of any of the Lessee's rights hereunder, not shall Lessee sublease or sublet the leased premises.
- (12) Destruction of Premises: If before, during or after said term, the leased premises shall be damaged or destroyed by the Lessee or any person on the premises with Lessee's permission, Lessee shall be responsible for restoration of property to a condition fit for such use and restoration shall be made with reasonable promptness.
- (13) Notices: Any notice to be given by the Lessor or by the Lessees may be given in writing, personally or by mail addressed to the Lessor at the place where the rent is payable, and the date of mailing, as evidenced by the United States Postal Service, shall be the effective date of the giving of such notice.
- (14) Other Conditions:
- No music may be played outdoors after 11 p.m. EST
 - Premises must be cleaned including removal of trash to outside designated area and premises vacated by midnight EST.
 - Any decorations to be hung must be attached via tape to woodwork only and all decorations and helium balloons must be removed at end of lease.
 - Dripless candles only permitted within the clubhouse.
 - Lessee may not use gas fireplace or gas grill.
 - No use of the tennis courts is permitted.
 - Any additional conditions:

WITNESS the following signatures and seals:

_____(Seal)
The Colonies Swim and Tennis Club,

_____(Seal)
Lessee

Cell phone number: _____