

COMMUNITY IMPROVEMENT ASSOCIATION OF SHADOW BAY

c/o IMC Property Management

2109 West Davis Street * Suite C * Conroe, TX 77304

Association Manager: Susan Rothe | E: srothe@imcmanagement.net | P: 281-419-1653

LEASE AGREEMENT FOR THE SHADOW BAY COMMUNITY BUILDING

Name: _____

Address: _____

Phone: _____

Rental Day/Date: _____ Time: From _____ AM/PM to _____ AM/PM

Contract Amount: \$ _____ Deposit: \$ _____
\$10/hr. – 3 hr. minimum \$150 if no alcohol on the premises
\$500 with alcohol on the premises

This agreement, made this _____ day of _____ 20____ by and between *The Community Improvement Association of Shadow Bay Inc.* (“the Association”) hereafter called the Lessor, and Shadow Bay Property Owner, _____.

RECITALS

Whereas the Lesser is the owner of the following described real estate property at 14475 W. Lee Shore Dr., Willis, Montgomery County, Texas.

Whereas the Lessee desires to exercise certain rights and privileges upon the above-described property,

NOW, THEREFORE, it is agreed as follows:

GRANT OF LEASE

Lesser hereby grants and demises unto Lessee the right to use the premises of the above-described real property for the purpose of: _____

Lessee must be a legally registered property owner of Shadow Bay with all maintenance fees and/or any other fees due the Association paid current.

CONSIDERATION AND DAMAGES

In consideration of this agreement, a deposit will be required for the use of the building. A deposit is required of \$150.00 if no alcohol is present on the premises or \$500.00 deposit if alcohol is present on the premises. If the community building is not cleaned, or if any damage occurs, the deposit will not be returned. Any damages exceeding the amount of the deposit will be brought before the Board of Directors for further action. Deposit will be refunded after the Lessee returns the key and inspection is completed. The key must be returned to the Shadow Bay office the next business day after the event between the hours of 9:00A.M. and 1:00 P.M. The deposit will then be mailed within seven (7) days after the event provided all conditions are satisfactory.

SMOKING, ALCOHOL, NARCOTICS, FIREARMS, FIREWORKS, AND MUSIC

THIS IS A “NO SMOKING” BUILDING. NARCOTICS, FIREARMS, OR FIREWORKS will NOT be allowed. LOUD MUSIC which disturbs neighbors will not be tolerated. The Texas liquor laws must be observed. NO ONE UNDER THE AGE OF 21 IS ALLOWED TO PURCHASE OR CONSUME ANY FORM OF ALCOHOLIC BEVERAGES ON THE PREMISES AT ANY TIME. ANY VIOLATION OF THIS LAW WILL RESULT IN LAW ENFORCEMENT BEING CALLED IMMEDIATELY.

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INDEMNITY

Lessee has agreed to and does hereby agree to INDEMNIFY, DEFUND, and HOLD HARMLESS Lessor of, from and against any and all claims of whatever nature or character, including, but not limited to all tort claims, contract claims, liens, and any form of indebtedness of liability associated with any and all use of the premise by Lessee and his or her guests.

This indemnity paragraph and its obligations apply even if the claims made the basis of any claim for indemnity were caused in whole or in part by any act, omission, negligence, breach of contract, fraud, intentional tort, or any other conduct or fault of any type by Lessor.

DECORATIONS

No decorations of any kind are permitted to be attached to the walls or the ceiling. Tabletop decorations and free-standing decorations, such as balloons, are permissible.

CLEAN UP

It is your responsibility to vacuum, sweep and clean up the floor of any spills, take down all decorations, clean off the tables and chairs, stack the chairs, put all trash in trash bags, and take all trash with you to your residence for trash pickup day. During the event, please clean up all food and liquid spills to prevent someone from falling. Lessor is NOT responsible for any accidents which occur on the premises. If the stove, including the oven, refrigerator or microwave is used, it is your responsibility to clean them. See that the restroom is clean.

No grain, rice, or confetti is permitted in the building or on the grounds surrounding the building. EXCEPT that birdseed may be used outside. Colored crepe paper should be used with caution as fading may result in damage. Your deposit will not be refunded if any of the above is found after your event.

TIME

All functions will end with cleanup and lockup to be completed by 12 o'clock midnight, Friday, and Saturday night and by 11 p.m. Sunday through Thursday. The air conditioner or heat, and all lights must be turned off, windows closed and locked and the building locked and secured when leaving. The boat ramp area must be vacated from Lessee's guests and the gates locked. No parking outside the fenced area except in designated community building parking.

NON-ASSIGNABLE

This lease is personal to the Lessee. IT IS NON-ASSIGNABLE AND ANY ATTEMPT TO ASSIGN THIS LEASE WILL TERMINATE THE AGREEMENT PRIVILEGES GRANTED TO THE LESSEE.

Lessee

By: _____
For C.I.A of Shadow Bay, Inc.

Date

Date