

**CASITAS CORONADO CLUBHOUSE LEASE AGREEMENT**

**THIS CASITAS CORONADO CLUBHOUSE LEASE AGREEMENT** (the "Lease"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between CASITAS CORONADO HOMEOWNER'S ASSOCIATION (hereinafter "Landlord") and \_\_\_\_\_ (hereinafter "Tenant").

**W I T N E S S E T H**

**WHEREAS,** The Landlord owns and maintains a clubhouse (with adjacent patio) swimming pool, barbecue area, tennis court area and the furniture and furnishings related thereto; and

**WHEREAS,** Casitas Coronado Homeowners and other persons can reserve the clubhouse (with adjacent patio) swimming pool, barbecue area, tennis court area and the furniture and furnishings related thereto for private parties.

**IN CONSIDERATION** of the rents, covenants and agreements herein set forth, Landlord and Tenant enter into the following agreement:

**1. Lease of Facilities.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the following facilities owned by the Landlord and located at 5730 Mira Sierra Lane, El Paso, Texas 79912 and hereinafter referred to as the "Facilities", under the terms and conditions described in this Lease:

- a. \_\_\_\_\_ the clubhouse (with adjacent patio) and the furniture and furnishings related thereto;
- b. \_\_\_\_\_ swimming pool and the furniture and furnishings related thereto;
- c. \_\_\_\_\_ barbecue area and the furniture and furnishings related thereto; and
- d. \_\_\_\_\_ tennis court area and the furniture and furnishings related thereto.

**2. Term.** The term of this Lease shall commence on \_\_\_\_\_ at \_\_\_\_\_ AM / PM. Use of the Facilities must terminate by 2:00am on Friday & Saturday nights and 12:00am Sunday thru Thursday.

**3. Rent.**

- a. \_\_\_\_\_ Tenant is a homeowner at Casitas Coronado. Tenant will pay the Landlord's management representative \$250.00 as the rental fee for use of the Facilities (the "Rental Fee"). The Landlord may charge Tenant for any amount of damages to the Facilities and charges for which Tenant is legally responsible for under this Lease or as a result of breach this Lease.

- b. Tenant shall be responsible for and will pay for any damages caused by the Tenant and Tenant's guests, invitees, agents or family. Tenant hereby authorizes the Landlord to repair and restore any damaged area caused by these damages. Landlord may charge Tenant's credit card for the cost and expense of all damages. If the Tenant is a homeowner of Casitas Coronado, the financial amount necessary for such repairs (and the cost of collection thereof) shall become a Restoration Assessment upon the lot of Tenant, all as provided in the Declaration of Covenants and Restrictions of the Landlord.

**4. Security Deposit.** Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord the sum of \$ \_\_\_\_\_ which shall be held by Landlord, without obligation for interest or segregation, as security for performance of Tenant's covenants and obligations under this Lease, it being expressly understood and agreed that such deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Upon the occurrence of any default by Tenant, Landlord may, without prejudice to any other available remedy, use such fund to make good any rent arrearage or any other damage, injury, expense or liability caused by such event of default; and Tenant shall pay the Landlord on demand the amount so applied in order to restore the security deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of such deposit shall be returned by Landlord to Tenant no later than thirty (30) days from the date of termination of this Lease. Subject to the requirements of, and conditions imposed by Laws applicable to security deposits under commercial leases, Landlord shall, within the time required by applicable Law, return to Tenant the portion of the Security Deposit remaining after deducting all damages, charges and other amounts permitted by Law. Landlord and Tenant agree that such deductions shall include, without limitation, all damages and losses that Landlord has suffered or that Landlord reasonable estimates that it will suffer as a result of any breach of this Lease by Tenant. The Security Deposit may be commingled with other funds, and no interest shall be paid thereon.

## **5 Conduct of Business of Tenant.**

### **5.1 Use of Facilities.**

a. The **Facilities** shall be occupied and used by Tenant solely for the purpose of conducting a private party. Tenant's acceptance of occupancy from Landlord shall constitute acknowledgment by Tenant that Tenant has inspected the **Facilities** and that same are suitable for Tenant's intended use thereof as stated in this Paragraph. Tenant recognizes and agrees that Landlord is making no warranties, expressed or implied, as to the suitability of the **Facilities** for any particular use and Tenant takes the **Facilities** "as-is" and with "all faults".

b. Tenant will maintain **Facilities** in a clean, sanitary, and safe condition and not cause or permit any damage or destruction to occur. The Tenant shall use, in a reasonable and safe manner, all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances. Tenant will make sure that no damage to the **Facilities** have occurred. The entire **Facilities** shall be in a clean condition and ready for re-occupancy when Tenant vacates the property. All decorations, debris and trash (including, but not limited to, decorations, debris, and other rubbish) shall be removed from all areas of the **Facilities**. All utilities shall be turned off and doors locked

when Tenant vacates the **Facilities**. The management representative of the Landlord will check the **Facilities** as soon as reasonably possible after termination of this Lease and determine whether Tenant has complied with all terms and conditions in this Lease.

**5.2 Compliance with Laws.** Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities (as well as any board of fire underwriters, or similar private organization having authority over insurance rates for the **Facilities**) pertaining to the use or occupancy of the **Facilities** and with any recorded covenants, conditions and restrictions, regardless of when they become effective, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality. Tenant shall not use, or permit the **Facilities** or any part thereof to be used in any manner which will increase the existing rate of insurance upon the **Facilities** or cause a cancellation of any insurance policy.

**5.3 Maximum Number of Guests.** Tenant agrees that parties, festivities, or social functions will be limited to 100 guests inside the **Facilities** at any time. The Tenant shall be present during the entire term of this Lease.

**5.4 Alcoholic Beverages.** Tenant agrees that no alcoholic beverages will be served to anyone under age 21.

**5.5 Disorderly Conduct.** Tenant agrees that it is responsible for the conduct of persons on the **Facilities** and for preventing any loud music, loud noise, disorderly conduct or other violations.

**6. Indemnification and Hold Harmless.**

**a.** Landlord shall not be liable to Tenant or to Tenant's employees, agents, licensees, invitees or visitors, or to any other person, for any injury to persons or damage to property on or about the **Facilities** or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, Tenant's employees, agents, licensees, invitees or visitors, or to any other person entering the **Facilities** under express or implied invitation of Tenant, or arising out of the use of the **Facilities** by the Tenant. Tenant hereby agrees to indemnify and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury. And, Tenant shall indemnify, defend and save harmless Landlord from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with Tenant's use, occupancy, management or control of the **Facilities**.

**b.** Landlord may require Tenant to obtain written waivers from its employees, agents, licensees, invitees or visitors waiving all claims against Landlord related to the use of the **Facilities**.

7. **Assignment and Subletting.** Tenant shall not assign this Lease or any interest therein, whether voluntarily, by operation of law, or otherwise, and shall not sublet the **Facilities** or any part thereof except by written permission and consent of Landlord being first had and obtained.

8. **Default by Tenant.**

8.1 **Events of Default.** The following shall be considered for all purposes to be events of default under and a breach of this Lease: (a) any failure of Tenant to pay any rent or other amount when due hereunder; (b) any failure by Tenant to perform or observe any other terms, provisions, conditions and covenants of this Lease; (c) Landlord determining that Tenant has submitted any false report required to be furnished hereunder; (d) Tenant shall become bankrupt or insolvent, or file or have filed against it a petition in bankruptcy or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or Tenant makes an assignment for the benefit of creditors; (e) the **Facilities** come into the hands of any person other than expressly permitted under this Lease; and (f) the Tenant is a homeowner of Casitas Coronado and is "Delinquent" in payment of assessments.

8.2 **Landlord's Remedies.** Upon the occurrence of any event of default specified in this Lease, Landlord, without grace period, demand or notice (the same being hereby waived by Tenant), and in addition to all other rights or remedies Landlord may have for such default, shall have the right to pursue any one or more of the following remedies:

a. Thereupon or at any time thereafter, change the locks of the **Facilities** in accordance with this Lease;

b. Terminate this Lease in which event Tenant shall immediately surrender the **Facilities** to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the **Facilities** and expel or remove Tenant and any other person who may be occupying said **Facilities** or any part thereof, by force if necessary, without notice or the need to resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby;

c. Without terminating this Lease, enter upon and take possession of the **Facilities**, and expel or remove Tenant and any other person who may be occupying said **Facilities**, or any part thereof, by force if necessary, without notice or the need to resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby. Landlord may make such alterations and repairs as it deems advisable to relet the **Facilities**, and relet the **Facilities** or any part thereof for such term or terms (which may extend beyond the term of this Lease) and at such rentals and upon such other terms and conditions as Landlord in its sole discretion deems advisable; upon each such reletting all rentals received by Landlord therefrom shall be applied first, to any indebtedness other than rent due hereunder from Tenant to Landlord; second, to pay any costs and expenses of reletting, including brokers' and attorneys' fees and costs of alterations and repairs; third, to rent due hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of future rent as it becomes due hereunder. If rental received from such reletting during any month is less than that to be paid during that month by Tenant hereunder, Tenant shall immediately pay any such deficiency to Landlord.

In the event Landlord elects to terminate this Lease by reason of an event of default, but notwithstanding such termination, Tenant shall be liable for and shall immediately pay to Landlord the sum of all rent and other amounts, if any, due hereunder accrued to the date of such termination.

No reentry or taking possession of the **Facilities** by Landlord shall be construed as an election to terminate this Lease unless a written notice of such termination is given by Landlord to Tenant. Notwithstanding any such reletting or reentry or taking possession, without termination, Landlord may at any time thereafter terminate this Lease for any prior breach or default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord.

**8.3 Lockout Provisions.** Upon the occurrence of an event of default under the Lease, Landlord shall be entitled to change the locks at the **Facilities**, Tenant agrees that entry may be gained for that purpose through use of a duplicate or master key or any other means, that same may be conducted out of the presence of Tenant if Landlord so elects, that no notice shall be required to be posted by the Landlord on any door to the **Facilities** (or elsewhere) disclosing the reason for such action or any other information, and that Landlord shall not be obligated to provide a key to the changed lock to Tenant unless Tenant shall have first:

**a.** brought current all payments due to Landlord under this Lease; provided, however, that if Landlord has theretofore formally and permanently repossessed the **Facilities**, or has terminated this Lease, then Landlord shall be under no obligation to provide a key to the new lock(s) to Tenant regardless of Tenant's payment of past-due rent or other past-due amounts, damages, or any other payment or amounts of any nature or kind whatsoever;

**b.** fully cured and remedied to Landlord's satisfaction all other defaults of Tenant under this Lease (but if such defaults are not subject to cure, such as early abandonment or vacation of the **Facilities**, then Landlord shall not be obligated to provide the new key to Tenant under any circumstances); and

**c.** given Landlord security and assurances satisfactory to Landlord that Tenant intends to and is able to meet and comply with its future obligations under this Lease, both monetary and nonmonetary.

Landlord will, upon written request by Tenant, at Landlord's convenience and upon Tenant's execution and delivery of such waivers and indemnifications as Landlord may require, at Landlord's option either (i) escort Tenant or its specifically authorized employees or agents to the **Facilities** to retrieve personal belongings and effects of Tenant's employees (as opposed to property which is an asset of Tenant or any Guarantor), and property of Tenant that is not subject to the Landlord's liens and security interests described herein, or (ii) obtain from Tenant a list of such property described in (i), above, and arrange for such items to be removed from the **Facilities** and made available to Tenant at such place and at such time in or about the **Facilities** or the Center as Landlord may designate: provided, however, that if Landlord elects option (ii), then Tenant shall be required to pay in cash, in advance to Landlord (A) the estimated costs that Landlord will incur in removing such property from the **Facilities** and making same available to Tenant at the stipulated location, and (B) all moving

and/or storage charges theretofore or to be incurred by Landlord with respect to such property. The provisions of this Paragraph are intended to override and supersede any conflicting provisions of the Texas Property Code (including, without limitation, Chapter 93 thereof, and any amendments or successor statutes thereto), and of any other law, to the maximum extent permitted by applicable law.

**9. Application of Payments Received From Tenant.** Landlord shall have the right to apply any payments made by Tenant to the satisfaction of any debt or obligation of Tenant to Landlord according to Landlord's sole discretion and regardless of the instructions of Tenant as to application of any such sum- whether such instructions be endorsed upon Tenant's check or otherwise, unless otherwise agreed upon by both parties in writing. The acceptance by Landlord of a check or checks drawn by a party other than Tenant shall not affect Tenant's liability hereunder nor shall it be deemed an approval of any assignment of this Lease by Tenant.

**10. Notices.** Any notice required or permitted to be given hereunder may be given by: (i) hand delivery and shall be deemed given on the date of delivery as evidenced by a signed delivery receipt; (ii) registered or certified mail, return receipt requested and shall be deemed given the third day following the date of mailing; or (iii) overnight delivery and shall be deemed given the following day. All notices shall be sent or otherwise delivered to the addresses described on the signature page of this Lease.

Either party shall have the right to change its principal office by notifying the other party of such change in accordance with this Paragraph.

## **11. Miscellaneous.**

**11.1 Partial Invalidity.** If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**11.2 Captions.** The various headings and numbers herein and the grouping of the provisions of this Lease into Paragraphs are for the purpose of convenience only and shall not be considered a part hereof.

**11.3 Gender Number.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

**11.4 Applicable Law.** This Lease shall be governed by the laws of the State of Texas.

**11.5 Corporation as Tenant.** If a corporation executes this Lease as Tenant, it shall promptly furnish Landlord with certified corporate resolutions attesting to the authority of the officers executing this Lease on behalf of such corporation.

**11.6 Time.** Time is of the essence of this Lease.

**11.7 Joint and Several Liability.** If Tenant is a partnership or other business

organization, the members of which are subject to personal liability, the liability of each such member shall be deemed to be joint and several.

**11.8 Accord and Satisfaction.** Landlord is entitled to accept, receive and cash or deposit and payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same at Landlord's option to any obligation of Tenant and the same shall not constitute payment of any amount owe except that to which Landlord has applied the same. No endorsement or statement on any check or letter to Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and the Landlord's right to pursue any other available remedy.

**11.9 No Partnership.** Landlord does not, in any way or for any purpose, become a partner employer, principal, master, agent or joint venture of or with Tenant.

**11.10 Force Majeure.** If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature, not the fault of the party delayed in performing work or doing acts required under this Lease, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Tenant shall not be excused from any obligations for payment of rent, additional rent or any other payments required by the terms of this Lease when same are due, and all such amounts shall be paid when due.

**11.12 Attorney Fees and Waiver of Jury Trial.** In the event the Landlord finds it necessary to retain an attorney in connection with the default by Tenant in any of the agreements or covenants contained in this Lease, Tenant shall pay reasonable attorney's fees to said attorney. In the event of any litigation regarding this Lease, the losing party shall pay to the prevailing party reasonable attorney's fees. Landlord and Tenant acknowledge the delay, expense and uncertainty associated with a Jury trial involving a complex commercial lease of this nature, and in recognition of these inherent problems hereby waive their rights to a jury trial and agree that any litigation regarding this Lease will be tried without a jury.

**11.13 Parking.** All parking areas, access roads and facilities furnished, made available or maintained by Landlord in or near the **Facilities**, including parking areas, driveways, sidewalks, landscaped areas, retaining walls, fences and rock walls, lighting facilities, and other areas and improvements provided by Landlord for the general use in common of its tenants and their customers in the shall at all times be subject to the exclusive control and management of Landlord. Landlord shall have no obligation to provide any particular number of parking spaces or to provide designated parking spaces for the Tenant.

**11.14 Special Instructions:**

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**11.15 Tenant's Items.** Tenant shall not store items in the Facility prior to the term of this Lease. It is agreed that items left for more than seven days after the termination of this Lease shall be deemed to be abandoned and shall become the sole property owned by the Landlord. Landlord shall thereafter be free to dispose any such items as it sees fit.

**11.13 Entire Agreement.** There are no representations, covenants, warranties, promises, agreements conditions or undertakings, oral or written, between Landlord and Tenant other than herein set forth except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by them.

**IN WITNESS WHEREOF,** Landlord and Tenant have signed this Lease to be effective as of the day and year first above written.

**LANDLORD:**

CASITAS CORONADO  
HOMELANDLORD'S ASSOCIATION

By: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**TENANT:**

\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_



Please call the week of your event to arrange for convenient pick up of the key to the Clubhouse.

**CREDIT CARD AUTHORIZATION FORM**

Please complete all of the following information, sign and email to Irais Vargas at [ivargas@cgres.com](mailto:ivargas@cgres.com). The Charge will appear as: Casitas Coronado on your credit card statement.

Type or print clearly please.

Amount: \_\_\_\_\_ Date: \_\_\_\_\_

CREDIT CARD - Visa          Mastercard          AMEX          Check

Card Number: \_\_\_\_\_ Expiration: \_\_\_\_\_

CCV Code: \_\_\_\_\_ (3 digit code on back of Visa/MC, 4 digit code on front of AMEX)

Name as it appears on card: \_\_\_\_\_

Billing address for this card: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Cardholder's area code & telephone number: \_\_\_\_\_

Cardholder's signature: \_\_\_\_\_

**Cardholder authorizes Landlord to charge the Rental Fee and Security Deposit to their account. Cardholder authorizes Landlord to charge Cardholder for any other charges as a result of any damages that occur to the Facilities or Landlord as a result of the intentional acts of Tenant and/or is guests, invitees, or non-invitees of the negligence of Tenant and/or is guests, invitees, or non-invitees.**