

SADDLEWOOD HOA CLUBHOUSE LEASE

This Lease (the "Lease") is made on or as of this _____ day of _____, 202__ by and between **J.N.D. PROPERTIES** (the "Landlord"),

AND

_____, Unit Owner or a Tenant of a Unit Owner of Saddlewood Homeowners Association (the "Tenant").

The parties, hereto for and in consideration of the mutual covenants contained herein and with the specific intention of being legally bound, hereby agree as follows:

1. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, all that certain party room, together with any furniture, appliances and equipment located therein, *which* is contained in a recreational building situated within Saddlewood (the "Premises") for a term hereinafter set forth.
2. The term of this Lease shall commence on _____, 202__ at () A.M/P.M. and extend for a period of twelve (12) hours (the "Leasehold Period"), but in no event shall the Leasehold Period extend beyond 2:00 A.M.
3. The Premises have been inspected by Tenant, and Tenant agrees to accept the same in their present "as is" condition.
4. Tenant will have the exclusive use of the **Clubhouse Party Room only** during the Leasehold Period. Saddlewood Homeowners have access to the pool area at all times.
5. Tenant may not assign this Lease or sublet all or any part of the Premises without obtaining the prior written consent of Landlord. If Landlord consents to any assignments or subletting, Tenant shall remain liable for the payment of rent hereunder and the performance of the covenants and conditions contained herein.
6. Tenant covenants and agrees to pay rent to Landlord in the amount of **\$50.00**, payable upon the signing of this Lease.
7. Landlord hereby acknowledges receipt, from Tenant, of a security deposit in the amount of **\$150.00** to be held, without interest, for the benefit of Landlord as security for the faithful performance, by Tenant of all the terms and covenants of this Lease. In the event the Tenant fails to occupy the Premises, \$35.00 of the security deposit will be retained as liquidated damages. If Tenant occupies the Premises, the security deposit will be returned to Tenant within **a reasonable time** after the termination of this Lease, less all costs incurred by Landlord in correcting or satisfying any obligation of Tenant hereunder and less costs incurred by Landlord in returning the Premises to the condition required under Paragraph 9 and attached cleaning specifications.
8. Tenant shall not have the right to make any alteration or improvement to the Premises without first obtaining Landlord's written approval.

9. Tenant shall keep and maintain the Premises and every part thereof clean and in good order and condition and make all repairs and replacements thereto and to each and every part thereof become necessary as determined by Landlord. Tenant hereby agrees to allow Landlord to repair the same at Tenant's expense. An optional professional cleaning service is available and must be reserved at time of reservation in the amount of **\$60.00**. If Tenant chooses not to hire the cleaning service, the clubhouse must be cleaned according to the specifications attached to and made a part of this lease.

10. Tenant shall not be permitted to:

- a) do, bring, place or store on the Premises anything which will in any way increase the risk of
- b) fire or the rate of fire insurance premiums.
- c) keep any animal, bird or pet on the Premises.
- d) place any sign, advertisement or notice on a window or other part of the building, inside or outside, without Landlord's consent.
- e) commit any improper noise or disturbance. (*After 10:00 p.m. on weekdays and after midnight on the weekends the party must be kept inside the building in order to decrease the noise disturbance to the community.*)
- f) cause any offensive odor.
- g) allow any windows to remain open while the heating and air conditioning facilities are in operation.
- h) allow more than fifty (50) people to be on the Premises at any one time during the Leasehold Period.
- i) drop any article or material into the swimming pools.
- j) place any dirt, trash or waste on the Premises, except in properly designated containers, use the Premises for any disorderly or immoral purpose; and
- k) leave the Premises without locking all doors and gates and extinguishing all lights.

11. Upon termination or earlier cancellation of the Lease, Tenant shall return all keys for the Premises.

12. Tenant shall comply with and do and perform all things required by all statutes, laws and ordinances and regulations or every governmental authority and regulatory body having jurisdiction including, without limitation, all Rules and Regulations of Saddlewood Homeowners Association.

13. Tenant shall keep and save Landlord harmless from any penalty, claim, demand, loss, damage, charge, costs or expenses including, but not limited to, attorneys' fees imposed or incurred for violation of any ordinance or law, whether occasioned by the neglect of Tenant or any agent of Tenant there upon or using the Premises or otherwise howsoever or arising or allegedly arising out of any accident or other occurrence causing injury to any person or property and due directly or indirectly to the condition of or the use or occupancy of the Premises.

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Lease as of the date first above written.

LANDLORD

TENANT

J.N.D PROPERTIES:

By:
