



LAKE PONDEROSA ASSOCIATION

LEASE AGREEMENT AND RELEASE OF LIABILITY

This lease is made by and between Lake Ponderosa Association (hereinafter collectively referred to as “Lake Association”) and _____, jointly and severally, hereafter called the “Lessee.”

The Lessee agrees to pay Lake Association \$_____ for rental of the Lake Association Building (hereinafter collectively referred to as “Property”) located at 175 W. Woodland, Montezuma, Iowa 50171, from _____ to _____.

In consideration further consideration for use of the Property, I hereby agree as follows:

INITIAL EACH OF THE FOLLOWING:

1. _____ I hereby release and discharge the Lake Association from any and all liability, claims, demands or causes of action that may hereafter have for injuries and damages to me, my invitees and licensees arising out of my lease of and event held on the Property including but not limited to losses caused by the negligence of the Lake Association.
2. _____ I hereby agree that I am responsible for any trespassers and persons who enter the Property during the time of my lease agreement invited or uninvited, and shall be fully responsible for any damages and injuries caused by said trespassers and uninvited persons.
3. _____ I further agree that I will not sue or make claim against the Lake Association for damages or other losses sustained as a result of my lease of the Property.
4. _____ I also agree to indemnify and hold the Lake Association harmless from all claims, judgments and costs, including attorney’s fees incurred in connection with any action brought as a result of my event held at the Property.
5. _____ I expressly and voluntarily assume all risk of death or personal injury sustained while leasing and holding event(s) at the Property whether or not caused by the negligence of the Lake Association.
6. _____ I have been advised and recognize that my event is not covered by any personal accident or general liability insurance policy issued to the Lake Association.

7. _____ I have been advised and recognize that pursuant to fire code the capacity of the building is 75 people if no chairs or tables are set up or 50 people if tables and chairs are set up.
8. _____ I agree that if I provide or consume alcohol and/or allow my guests to provide and consume alcohol the Lake Association is released and discharged completely from any and all liability, claims, demands, or causes of actions result from the Lessee's or their guests' providing or consuming alcohol and that the Lessee is responsible for all injury, damages, and liabilities resulting therefrom.
9. _____ I agree to leaving the building as clean as it was when I entered it and will return the thermostat to the temperature posted in the building (depending upon the season). I understand if this is not done I may be responsible for additional heating/cooling or cleaning costs.
10. _____ I hereby expressly recognize that this Rental Lease and Release of Liability is a contract pursuant to which I have released any and all claims against the Lake Association resulting from my event(s) at the Lake Property.

I HAVE READ THIS LEASE AGREEMENT AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL.

SIGNATURE of LESSEE

DATED

PRINTED NAME of LESSEE

Lake Ponderosa Association

by _____

DATED _____