

**THE CONSERVATORY HOMEOWNERS ASSOCIATION, INC.
CLUBHOUSE RENTAL AGREEMENT AND POLICY**

c/o Westwind Management Group, Inc., 27 Inverness Drive East, Englewood, CO 80112
Phone: 303-369-1800 Fax: 303-369-0007

Owner: _____ Date of Event: _____

Address: _____ Home #: _____ Cell#: _____

Type of Event: _____ Event Times: _____

Expected # Attendees : _____ Additional Contacts: _____
(70 maximum / 50 maximum pool party)

Security Deposit	Rental User Fee	Pool Party	Event
<p>Security Deposit of \$200.00 required and should damage or uncleanliness be found, owner will be charged back for amount incurred if it exceeds the deposit amount.</p> <p>PAYMENT DUE AT TIME OF RENTAL</p>	<p>\$200/daily 10AM–10 PM (70 guest limit)</p> <p>Or</p> <p>\$25/hourly – four hour minimum</p> <p>PAYMENT DUE AT TIME OF RENTAL</p>	<p>Contact Front Range Recreation for Pool Party Reservation. www.frontrangerecreation.com</p>	<p><u>Type of Function:</u></p> <p>Baby Shower Bridal Shower Celebration of Life Birthday Party – child Birthday Party – adult Other</p> <p>Alcohol Served YES NO</p> <p>Insurance policy required if alcohol served at event Cost is approximately \$145.00</p>

Receipt of Payment

Date _____

Deposit Check # _____ (\$200.00)

Rental Fee Check # _____ (\$200.00 or \$25/hour, whichever is less)

AGREEMENT

1. **ELIGIBILITY.** RENTERS MUST BE OWNERS/MEMBERS IN GOOD STANDING OF THE CONSERVATORY AND MUST BE IN ATTENDANCE AT THE EVENT. THE CLUBHOUSE CANNOT BE RENTED TO TENANTS OR THIRD PARTIES (NON-OWNERS).
2. **Rental Agreement Processing.** This rental agreement and payment must be submitted AT THE TIME OF RESERVATION to the on-site Manager on Thursdays from 1:00 to 5:00 pm or mailed or brought to Westwind Management at the above address. Please contact manager for Clubhouse availability.
3. **Checklist Review.** The Manager will provide a checklist to go over policy and review expectations.
4. **Event Hours of Reservation** - 10:00 a.m. to 10:00 p.m. No events may be set up prior to 10:00 a.m. the day of the reservation. All events must end by 10:00 p.m. including cleanup of the event.
5. **Event Setup/Tear-Down, Decorations, and Cleaning.** Owner is responsible for set-up and tear-down of all furniture and decorations or the owner will be charged a tear down fee. The Association may assess owners for any damage to the facility, grounds and/or existing furnishings within the Clubhouse or pool areas. All equipment and furniture will be returned to their proper storage locations or removed. Owner is responsible for standard cleaning, including vacuuming, surface cleaning, mopping tile floors, cleaning the kitchen and refrigerator. It is important to note that the Clubhouse and pool area are under 24-hour surveillance.
6. **Cancellation.** Cancellation of events or reservations made less than 48 hours prior to the event may be subject to a cancellation charge of up to ½ of the Rental Fee. In the event of cancellation at any time prior to the date of the event or reservation, the Board of Directors may consider a full refund if deemed appropriate, taking into consideration circumstances that are beyond the Owner's or event organizer's reasonable control.
7. **Clubhouse Use and Event Rules.**
 - a. Access to the pool area is expressly prohibited unless prior arrangements have been made to hold a pool party as well as during the off season. Individuals inside the pool area without approval will result in immediate forfeiture of the security deposit.
 - b. All local noise ordinances will apply.
 - c. Due to the potential of damage, decorations are restricted on the walls and may only be applied by removable adhesive strips (NOT TAPE). Example: Command 3M strips. All decorative adhesive strips must be removed from the walls upon completion of the event. Decorations may not be placed on the ceiling. Violations of the decoration policy will result in possible forfeiture of the security deposit and additional charges for damages. Includes, but is not limited to:
 - i. Tacks, staples, tape
 - ii. Candles, confetti, glitter, fireworks, extraordinarily difficult to clean items
 - iii. Inflatable structures
 - d. Pre-existing seasonal décor may not be removed, disturbed, or altered. If there are any seasonal decorations in the Clubhouse, such as decorated Christmas trees, wreaths, decorative coverings for the fireplace mantle, etc., they are not to be taken down or moved under any circumstances.
 - e. Barbeque grills are not allowed.
 - f. Open flames and open flame devices are prohibited, including propane tanks. Sterno/chafing fuels are the only acceptable flamed apparatus allowed.
 - g. Smoking (including electronic vapor devices) is not allowed in or on Clubhouse and pool grounds, including the side and front areas of the Clubhouse.

- h. Inflatable structures and play structures are not permitted due the risk of injury and/or damage to property.
- i. Use of illegal substances is strictly prohibited, or prescribed drugs by anyone other than the individual for whom the drug is intended.
- j. Children under 11 years of age should not be left unattended in any areas of the clubhouse or pool.
- k. Alcoholic beverages may be served subject to the following conditions:
 - i. A certificate of insurance verifying coverage must be procured and must name the Association as an additional insured. If alcohol is present at the event and the host liquor license is not purchased prior to the event, the security deposit will be forfeited.
 - ii. No fee will be charged either directly or indirectly (i.e. cash bar) for the sale of consumption of an alcoholic beverage.
 - iii. No alcoholic beverages will be served at any time to any person under 21 years of age, or to any intoxicated individual.
 - iv. The host must discontinue service of alcohol at least one hour prior to the end of the scheduled event.
 - v. In the event the Association, any Board or committee member of the Association, the Association's management company and/or its employees ("Indemnified Parties") is named as a party to any lawsuit that involves claims arising from your use of the Clubhouse, including, but not limited to, the consumption and/or existence of alcoholic beverages during the event, you agree to indemnify and hold harmless the Indemnified Parties from any judgment imposed or settlement agreed to against any one or more of the Indemnified Parties, including any and all attorney fees or costs the Indemnified Parties are required to expend as a result of being named in such suit.
 - vi. At any event in which the majority of attendees are under age 21, the owner will ensure there is a least one responsible party (21 years of age or older) present at all times for every ten persons under age 21.

8. **Use of Television Equipment.** Use of the television and related equipment is prohibited without the Association's prior consent. At the time of reservation, if use of the television equipment is requested, the Association must approve the Owner's proposed use of the television equipment. If authorized, the host may connect to the clubhouse television using the provided HDMI cable and TV remote. Additional cables and adapters are not provided. Altering the existing set-up and equipment is not permitted. Owners will be responsible for and damages caused to the television or related equipment.

9. **Pool Parties.** Owners may reserve the pool between 5 p.m. and 9 p.m. No pool parties are permitted on holidays or holiday weekends. Pool parties are limited to 50 guests and reservations must be made through Front Range Recreation. The Owner is responsible for the cost of additional lifeguards and at least 2 must be on duty at all times. One lifeguard is required per every 25 attendees, regardless of whether or not they are planning to swim. The hourly expense per lifeguard is \$35-\$50 – please check with Front Range for exact costs. Payment must be paid to the Pool Management Company for pool parties.

10. **Parking.** The Owner acknowledges that parking is available only on a first come first serve basis. Guests may park in designated parking areas only. Vehicles parked in non-designated areas must be moved upon request or will be towed at the vehicle owner's expense. There are times when the Clubhouse parking may not be available due to pool maintenance or other large equipment that needs to use the parking lot temporarily for storing equipment and supplies. Renting the Clubhouse does not guarantee adequate parking at the Clubhouse. Vehicles left in the parking lot for more than 24 hours may be towed at the vehicle owner's expense. The parking lot is not intended for daily owner parking or daily commuter parking.

11. **Vendors/Suppliers.** Subject to prior agreement being made with the Association, the Owner agrees that entertainment companies, caterers, florists, photographers and all other third parties providing services for the event, will coordinate their arrival and departure times to coincide with the base use period.
12. **Damage.** Owners are responsible for any damage to the Clubhouse facilities, fixtures, utilities, furnishings, equipment, or other physical or personal property that arises from or is related to the Owner's rental and use of the facility. This includes, but is not limited to, damages to kitchen equipment/appliances, restrooms, furniture, tables, chairs, lights, television equipment, or any other property or assets owned by the Association. Upon demand from the Association, the Owner shall immediately pay the Association to cost to repair any damage or to pay for any cleaning in excess of the security deposit.
13. **Penalties for Violations.** Violations of this Agreement may be subject to penalties of \$25 per violation, which may be deducted from the security deposit. By way of example, if the renter fails to take out the trash, removes seasonal decorations, and creates excessive noise, the Association may deduct up to \$75 from the security deposit. The foregoing penalties are in addition other remedies available to the Association for damages, cleaning and repair costs incurred by the Association as set forth below.
14. **Limitation of Liability and Indemnification.** The Owner agrees that neither the Association, nor the managing agent, nor their agents or employees shall be liable for damage or loss to the guest's property of whatever kind or nature. The Owner further agrees that neither the Association, nor the managing agent or employees shall be liable for injuries to persons or property occurring within or around the Clubhouse and Pool. The Owner agrees to indemnify and hold harmless the Association, the managing agent, and their respective officers, directors, managers, agents, employees, contractors and subcontractors from and against any and all damages, losses, liabilities, claims, costs and expenses, including reasonable attorneys' fees in defending against the same, arising in any way out of the use, operation, or maintenance of the Clubhouse and Pool, its facilities, or equipment.
15. **Breach of Terms of this Agreement / Attorney Fees.** In the event of any dispute or legal action relating to, or arising out of, the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees. Any sums of money owed by the Owner, pursuant to the terms of this Agreement, or which may be owed as a result of a breach of any of the terms of this Agreement, shall be treated as a Reimbursement Assessment against the Owner for any unpaid assessment and interest thereon, together with reasonable attorney's fees incurred by the Association incident to the collection of the assessment or enforcement of such lien. All amounts due, and not paid when due, will be subject to late fees and interest as set forth in the Association's Collection Policy. The Association shall have all rights available under the Association's governing documents for enforcement of this Agreement.
16. **Insurance.** The Owner agrees that he/she/they will be responsible for all insurance respecting the facilities during their use under this Agreement and will assert no claim of coverage under any insurance policy of the Association applicable during the period of such use.
17. **Security Deposit.** The Owner agrees that violations of any of the above provisions may result in costs being billed to the Owner at the discretion of the Association's Board of Directors. The Association may use all or a part of the security deposit as necessary to clean, repair or replace any damage to any part of the Clubhouse or Common Areas. In the event the need for maintenance, repair, or replacement of any portion of the Clubhouse is caused by the willful or negligent act of any Owner, resident, or any guest thereof, and the costs therefor exceed the amount of the security deposit, the Association may charge the Owner(s) for all associated costs as a Reimbursement Assessment in accordance with the Declaration of Covenants, Conditions and Restrictions for The Conservatory ("Declaration"). Such Reimbursement Assessment will be added to the Owner's account and collected in the same manner as other Assessments. The security deposit may also be forfeited in the event of a violation of any Association rules or the breach of any of the terms and conditions of this Agreement, in addition to any fees or fines for rules violations allowed under the Association's governing documents.

By signing below, I attest that I am an owner in The Conservatory at the Plains community and I am at least 21 years of age. I agree to the terms of this Agreement and acknowledge by signing below that I take full responsibility for renting the Clubhouse subject to the requirements herein and The Conservatory governing documents.

Owner/Renter Signature: _____

Printed Name: _____

Date: _____