



THE CONSERVATORY HOA CLUBHOUSE RENTAL AGREEMENT AND POLICY

c/o Cylinda Walker, Westwind Management Group, Inc

27 Inverness Drive East, Englewood, CO 80112

Phone: 303-369-1800 Fax: 303-369-0007

Homeowner: _____ Date of Event: _____

Address: _____ Home #: _____ Cell# _____

Type of Event: _____ Event Times: _____

Expected # Attendees: _____ Additional Contacts: _____

50 maximum / 50 maximum (pool party) Will alcohol be served? Yes No _____ initial

Security Deposit	Rental User Fee *Non-refundable	Pool Party *Non-refundable	Event
No deposit required; however, should damage or uncleanliness be found, owner will be charged back for amount incurred to repair/clean as well as fines as outlined in the attached schedule.	\$200/daily 10AM–10 PM (50 guest limit) Or \$25/hourly PAID AT TIME OF RENTAL	\$25/hour per every 25 attendees (50 guest limit) 2 lifeguards must be on duty at all times. Hours: 5PM–9PM only *No pool parties allowed on holidays or holiday weekends PAID AT TIME OF RENTAL	<u>Type of Function:</u> <i>Circle</i> Rental Pool Party
Function Options: Rental OR Rental and Pool Party	<u>Rental:</u> \$200/daily (10 AM- 10 PM) or \$25/hour	<u>Rental and Pool Party:</u> \$200/daily (10 AM – 10 PM) or \$25/hour \$25/hour per lifeguard for every 25 attendees – 2 lifeguards on duty at all times	<u>Checks:</u> User Fee: Payable to “The Conservatory HOA” Pool Party Fee: Payable to to “Front Range Recreation”

RECEIPT OF PAYMENT

Date _____

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

Pool Party Check # _____ (\$25 per/hour for every 25 attendees, 50 attendees maximum)

*

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 to Westwind Management at the address above.

IMPORTANT - *Key Pickup and Checklist Review – The Thursday prior to your event, the clubhouse key must be picked up at the clubhouse from the Manager. The Manager will provide a checklist to go over policy and review expectations.

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.

Event Setup /Tear-down Decorations Cleaning. The Homeowner is responsible for set-up and tear-down of all furniture and decorations or the homeowner will be charged a tear down fee. It is understood that the Association will bill the Homeowner for any damage to the facility, grounds and/or existing furnishings within the clubhouse. All equipment and furniture will be returned to their proper storage locations or removed. The Homeowner 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.

IMPORTANT RULES

- **Clubhouse renters must be owners residing in the Conservatory and must be in attendance at the event.**
- **Access to pool area** is expressly forbidden if prior arrangements have not been made to hold a pool party as well as during the off season. Individuals inside the pool without approval will result in a \$500 fine.
- All **local noise ordinances** will apply.
- **Furniture that cannot be moved:** The conversation area with the leather sofa, two orange chairs, two end tables and one lamp may not be moved without the express permission of the association and arrangements made in advance for assistance in relocating and storing the furniture. A fine will be assessed if moved without permission.
- 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 fines. This includes:
 - Tacks, staples, tape
 - Candles, confetti, glitter, fireworks, extraordinarily difficult to clean items
 - Inflatable structures
 - Red or other dark colored beverage, including red wine or Kool-Aid.
- **Barbeque grills** are not allowed.
- **Smoking** is not allowed in or on clubhouse and pool property, including electronic vapor device including the side and front areas of the clubhouse.
- Inflatable structures and play structures are not permitted due danger of injury and/or damage to property.
- **Use of illegal drugs** is strictly forbidden, or prescribed drugs by anyone other than the individual for whom the drug is intended.
- **Alcoholic beverages** may be served as long as the homeowner abides by the following conditions:
 - Special Event Insurance must be purchased.
 - No fee will be charged either directly or indirectly (i.e. cash bar) for the sale or consumption of alcoholic beverages,
 - No alcoholic beverage, including 3.2 beer, will be served at any time to anyone person under 21 years of age, or to any intoxicated individual,
- At any event in which the majority of attendees are under age 21, the homeowner will ensure there is a least one adult chaperone present at all times for every ten persons under age 21.
- **Pool Parties** the Homeowner may reserve the pool between 5 PM and 9 PM. No pool parties are allowed on holidays or holiday weekends. Pool parties are limited to 50 guests and reservations must be made through Westwind Management Group. The Homeowner 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 \$25. Payment must be paid to the Pool Management Company for pool parties.

- **Parking:** The Homeowner acknowledges that parking is available only on a first come first serve basis. Event guests may not park in areas not designated as parking area. Cars parked in inappropriate areas must be moved upon request or will be towed at the owner's expense. Renting the clubhouse does not guarantee adequate parking at the clubhouse. Cars left in the parking lot for more than 24 hours will be towed at the owner's expense. The parking lot is not intended for daily homeowner parking or daily commuter parking.
- **Vendors/Suppliers** Subject to prior agreement being made with the Association, the Homeowner 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.

Limitation of Liability and Indemnification - The Homeowner 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 Homeowner 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, including the consumption of alcohol or other intoxicating substances, engaged in by any person while using the facilities. The Homeowner 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.

Breach of Terms of this Agreement - 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 Homeowner, pursuant to the terms of this Agreement, or which may be owed because of a breach of any of the terms of this agreement, shall be treated as a Reimbursement Assessment against the Homeowner 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, shall bear interest from the due date until paid, at the rate of 15% annum. The Association shall have all rights available under the Associations governing documents for enforcement of the provisions of this paragraph.

Insurance - The Homeowner agrees that 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.

Consumption of Alcohol – State and county codes must be adhered to with regard to the consumption of alcohol. The undersigned Homeowner hereby agrees and confirms that no one under the age of 21 will consume alcohol at the event on Association premises. Additionally, if alcohol will be consumed at the event:

- Proof of host liquor liability insurance with combined single limit coverage of not less than \$1,000,000 with respect to injuries, deaths or damages must be procured and must name The Conservatory Homeowners Association, Inc. as an additional insured. This may be accomplished through a general liability or excess liability (umbrella) rider to the Homeowner(s) policy, or through a separate policy, provided that the rider or additional policy specifically covers host liquor liability. Proof of such insurance must be provided by the undersigned to the Association a minimum of one (1) week in advance of the date of reservation. Failure to do so will void the usage agreement and result in cancellation of the event by the Association.
- No sale of alcohol is permitted.
- The renter must discontinue service of alcohol at least one hour prior to the end of the scheduled event.
- The renter must verify there is to be no underage drinking. The Association assumes no responsibility for any service to minor or incidents resulting from alcohol service during the rental.

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 existing 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.

Fine Assessment - The Homeowner agrees that a violation of any of the above provisions may result in fines or fees being billed to the Homeowner at the discretion of the Association's Board of Directors. I, the undersigned individual attest to being a homeowner in The Conservatory HOA. I further attest that I am at minimum, 21 years of age. I agree to the terms of this Agreement and identify by signing below that I take full responsibility for renting the clubhouse pursuant to the requirements to do so herein and as may be identified in related documents.

_____ Homeowner Signature

_____ Date

_____ Homeowner/Applicant Printed Name

:

Additional attachments to this document

1. Fine Schedule
2. Attachment for dates and times of meetings.