

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 attend 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.
- 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:
 - No fee will charge either directly or indirectly (i.e. cash bar) for the sale of consumption of an alcoholic beverage,
 - 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 Front Range Recreation at www.frontrangerecreation.com. 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.
- **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. 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. 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.

_____ initials

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. 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 as a result 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.

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

_____ initials