



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

c/o Cylinda Mobley, 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: \_\_\_\_\_  
(70 maximum / 50 maximum pool party)

Security Deposit	Rental User Fee * Cancellation of the event will be half of the amount of reservation	Pool Party	Event
<b>Security Deposit of \$200.00</b> required and should damage or uncleanliness be found, owner will be charged back for amount incurred if it exceeds the deposit amount.  <b>PAYMENT DUE AT TIME OF RENTAL</b>	\$200/daily 10AM–10 PM <b>(70 guest limit)</b>  Or  \$25/hourly – <b>four hour minimum</b>  <b>PAYMENT DUE AT TIME OF RENTAL</b>	<b>Contact Front Range Recreation for Pool Party Reservation.</b> <a href="http://www.frontrangerecreation.com">www.frontrangerecreation.com</a>	<u>Type of Function:</u>  Baby Shower Bridal Shower Celebration of Life Birthday Party – child Birthday Party – adult Other  Alcohol Served YES NO  <b>Insurance policy required if alcohol served at event</b> Cost ranges from \$78-\$130

**Receipt of Payment**

Date \_\_\_\_\_

Deposit Check # \_\_\_\_\_ (\$200.00)

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

**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.

\_\_\_\_\_ initials

**THIS IS A LEGAL AND BINDING DOCUMENT. READ THOROUGHLY.**

**IMPORTANT - Checklist Review** –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, and Cleaning.** Homeowner is responsible for set-up and tear-down of all furniture and decorations or the homeowner will be charged a tear down fee. The Association may assess homeowners 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. 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.

**RENTAL RULES**

- **Clubhouse renters must be owners in good standing in The Conservatory and must be in attendance at the event. The Clubhouse CANNOT be rented to tenants or third parties (non-owners).**
- 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.
- 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 possible forfeiture of the security deposit and additional charges for damages. Includes, but is not limited to:**
  - **Tacks, staples, tape**
  - **Candles, confetti, glitter, fireworks, extraordinarily difficult to clean items**
  - **Inflatable structures**
- Barbeque grills are not allowed inside OR outside the clubhouse.
- NO OPEN FLAMES allowed including propane tanks. Sterno/chafing fuels are the only acceptable flamed apparatus allowed.
- Smoking (including electronic vapor devices) is not allowed in or on Clubhouse and pool grounds, including the side and front areas of the Clubhouse.
- Inflatable structures and play structures are not permitted due the risk of injury and/or damage to property.
- Use of illegal substances is strictly prohibited, or prescribed drugs by anyone other than the individual for whom the drug is intended.
- For safety purposes, children under 12 years of age should not be left unattended in any areas of the clubhouse or pool
- **Alcoholic beverages** may be served subject to the following conditions:
  - 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.
  - No fee will be charged either directly or indirectly (i.e. cash bar) for the sale of consumption of an alcoholic beverage;
  - No alcoholic beverages will be served at any time to any person under 21 years of age, or to any intoxicated individual;
  - The host must discontinue service of alcohol at least one hour prior to the end of the scheduled event.
  - 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

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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.

- At any event where the majority of the attendees are under the age of 18, the homeowner/applicant listed below will ensure there is **at** least one responsible party **over the age of 18** at all times for every ten persons under the age of 18.
- **Pool Parties** Homeowners may reserve the pool between 5 PM and 9 PM. 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 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 \$35-\$50 – please check with Front Range for exact costs. 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. 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 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. 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, 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.

**Insurance** - The Homeowner 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.

**Security Deposit / Forfeiture** - The Homeowner agrees that violations of any of the above provisions or rules may result in (1) forfeiture of the security deposit, and/or (2) charges being billed (assessed) to the Homeowner to reimburse the Association for any cost(s) the Association may incur or be required to incur by reason of the Homeowner's violation with respect to any of the terms and conditions or rules set forth herein. 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

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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 a homeowner in The Conservatory HOA 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.

\_\_\_\_\_ Homeowner Signature

\_\_\_\_\_ Date

\_\_\_\_\_ Homeowner/Applicant Printed Name

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