

HEATHERRIDGE SOUTH CLUBHOUSE RENTAL AGREEMENT

THIS AGREEMENT is made and entered into between the Heather Ridge South Homeowners Association; hereinafter "Association", and the Resident, whose name and address appears below, hereinafter "Renter". Homeowner (Renter) expressly agrees to all the terms and conditions of this agreement by signing this agreement even though there is no signature of an authorized officer of the Association. Rental is subject to the following terms and conditions:

The clubhouse rental is from A.M. / P.M. to A.M. / P.M. On the _____ day of _____, 20__

Set up time: _____ A.M./P.M. Clean-up time: _____ A.M./P.M. (Must be out by end of clean up time)

Time of Event: _____ A.M./P.M to _____ A.M./P.M

Type of party: _____ Number People Attending Party: _____

Will Alcohol be Served: Yes _____ or No _____

A tiered structure based upon group size will be utilized to determine the amount of the rental fee, damage/security deposit and cleaning fee. (See below).

<input type="checkbox"/> Check One	Size of Group	Rental Fee (per day)	Damage Deposit
	25 or less	\$90.00	\$200.00
	26-50	\$120.00	\$200.00
	51-100	\$200.00	\$200.00
	101-160	\$300.00	\$200.00

For groups of 101 to a maximum of 160 people the rental fee will be \$300.00 plus a mandatory cleaning fee of \$120.00. Renter agrees to pay the required sum for the rental of the clubhouse for the period specified. Payment must be made in advance prior to receiving the key to the clubhouse. Payment by check that does not clear the renter's bank will cause \$50 to be assessed to the owner's account in the same manner as a maintenance fee.

An HOA Member will check to ensure property has been vacated at the end of the event. Security Cameras are also in use.

- A damage deposit is required by all Renters. The deposit check must come from the Renter and will only be returned if the building is left in order; meaning, the premises are left in the same condition in which they were found at time of the renting; including trash removal and furniture placement. The clubhouse will be inspected by a representative of the HOA prior to the onset of the rental period and after the rental period. **Note: Renter identifies any problems or defect in the clubhouse, they must notify management by calling 303-369-1800 and leaving a message prior to the onset of the rental period. If Renter fails to do so, Renter agrees that such condition was caused by Renter, or their guests use of the clubhouse.**
- Renter acknowledges that use of the swimming pool is NOT included in the rental of the clubhouse and any person attending a function at a clubhouse rental shall not be allowed to use the pool facility. Access to the lower pool deck area is prohibited. NON-OBSERVANCE OF THIS POLICY WILL RESULT IN FORFEITURE OF YOUR DEPOSIT.

_____ ***Please initial here stating you have read and understand the above statement.***

- Payment must be made in advance prior to receiving access to the clubhouse. Payment by check that does not clear the Renters' bank will cause \$50.00 to be assessed to the owner's account in the same manner as a maintenance fee.

The clubhouse will be maintained at a standard commercial level of cleanliness. The only supplies provided in the clubhouse will be toilet paper, paper towels, hand soap, dish soap, trash bags and floor cleaner. Also, a vacuum cleaner, mop, and bucket are on the premises for your use (downstairs closet).

No one under 18 years of age is permitted in the building unless chaperoned by an adult resident. Teenage parties must be chaperoned by a parent and **no** alcoholic beverages are permitted at these parties. Children must be supervised at all times and not allowed to run freely throughout the clubhouse.

NO Smoking is allowed within the building. **NO** smoking is allowed within 25' of the front entry. Smoking is allowed in designated areas only.

All animals are prohibited in the clubhouse.

Renting of the clubhouse may be restricted or withdrawn at any time should the owner become delinquent in their Association dues pursuant to the Declarations of Heather Ridge South Article IV Section 4 (c).

With the exception of New Years Eve, all rental functions will be complete by 12 midnight – **INCLUDING CLEANING**. Due to both Aurora noise ordinances and the fact that the clubhouse is located within the interior of the HRS Community, all rental function attendees will control the noise to a reasonable level. Before 9pm, such noise levels are defined as 55 dBA as defined by the Aurora Noise Ordinance Zoning Code. After 9pm, such noise levels are 45 dBA as defined by the same Code. If noise exceeds this level, security will be called to enforce these restrictions. HRS is a residential community, and these restrictions are important in order to maintain a balanced community environment for all residents.

Renter assumes all liability for functions held and agrees to indemnify, release and hold harmless the Association, its directors, agents and volunteers against any claim, suit, demand, damages or causes of action related to the Renter's use of the facilities. Renter agrees to hold the Association harmless for any injury or damage caused to or by any person during the period in which Renter has the care and control of the clubhouse by virtue of this agreement.

Notwithstanding any information above, Renter is liable for ALL damage to the clubhouse or any attendee of the function during the period of usage. Renter agrees that no property or liability insurance policy of the Association shall be used to offset damage done by or to the Renter or any of his / her guests or invitees. If damage exceeds the amount of deposit the balance will be charged against the owner's account in the same manner as a maintenance fee.

If additional tables are needed you must notify Management at least one (1) week prior to your event so that Management can arrange to have as many tables as possible removed from storage.

Cancellation must be made seven (7) days prior to use of the facility.

Clubhouse Renter must sign this rental agreement and agree to abide by its terms. Facility reservation will not be confirmed until Management receives the rental fee and deposit, and this agreement is executed.

Clean any dishes, refrigerator, or stove, etc. if used.

Please be aware that security cameras are in use 24/7 both inside and outside of the clubhouse.

NAME: _____ DATE: _____
ADDRESS: _____
PHONE NUMBER(S): _____
SIGNATURE: _____

<p>TO REPORT A MAINTENANCE ISSUE, PLEASE CONTACT MANAGEMENT AT 303.369.1800 AND LEAVE A MESSAGE. IN NON-LIFE THREATENING EMERGENCIES, PLEASE CONTACT WESTWIND MANAGEMENT'S MAIN NUMBER AT 303.369.1800 AND FOLLOW THE INSTRUCTIONS. LIFE THREATENING EMERGENCIES PLEASE CALL 9-1-1.</p>
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TO ACCESS THE CLUBHOUSE YOUR POOL ACCESS CARD WILL BE ACTIVATED DURING THE APPROVED RENTAL TIMES. IT IS UP TO YOU TO CONTACT AUDREY AT WESTWIND MANAGEMENT TWO DAY PRIOR TO YOUR RENTAL (ON THURSDAY IF YOUR RENTAL IS ON A WEEKEND OR HOLIDAY). 303.369.1800. DO NOT PROP THE FRONT DOOR OPEN. ONCE CARD IS USED DOOR IS OPEN UNTIL END OF CLEAN UP TIME. DOOR WILL BE AUTOMATICALLY LOCKED AFTER.

Floor Care

- Always use plywood or other boards when moving heavy objects across the floor.
- Sweep, dust, mop or vacuum the floor to remove all loose dirt and grit.
- Mop tiled areas using Cedar Mop system.
- Clean the floor using a properly diluted Neutral pH cleaner in cool water or ready to use spray cleaner that will not leave a residue such as Bona Professional Series Stone, Tile, and Laminate Cleaner in a pre-mixed spray bottle. Follow label instructions.