

**CANYON CLUB CONDOMINIUM OWNERS ASSOCIATION
CLUBHOUSE USE AGREEMENT & RELEASE OF ASSOCIATION**

1. Parties:

1.1. Canyon Club Condominium Owners Association (Herein "Association").

1.2. _____ Unit# _____
(Herein "Owner").

1.3. _____ Unit# _____

(Hereinafter "Tenant"). Note: If the Clubhouse is to be used pursuant to this Agreement by a Tenant, the Tenant shall be construed to be the "Owner" as set forth herein below and shall be bound by all of the obligations and duties of the Owner. In this event, the Owner shall be bound hereunder as the guarantor of all obligations and duties of the Tenant.

2. General Agreement:

Subject to the Terms and Conditions contained herein below, the parties hereto agree as follows:

2.1. Owner shall be entitled to use the Canyon Club Condominium Clubhouse for a period of 24 hours commencing at 1:00 p.m. on _____, _____ for _____ guests. (not to exceed 98 people)

2.2. Owner shall deliver to the Association, or it's agent, a Security Deposit of \$250.00 on or before _____.

2.3. The Security Deposit shall be paid in full two (2) weeks prior to the reserved date and is payable when signing the Use Agreement.

2.4. Of the amounts required as a Security Deposit in Paragraph 2.2, \$200.00 shall be refundable, subject to the Terms and Conditions herein.

2.5. Owner shall 1). Pick up the keys, b). attend the pre-event inspection and c). plan event inspection during the Canyon Club office business hours. In the event that the owner is unable to fulfill the above commitments, a charge of \$25.00 for each circumstance will be deducted from the deposit for the after hours time spent by a member of the Board to do the above.

3. Terms and Conditions

3.1. Only a unit owner is entitled to sign a Clubhouse Use Agreement. (However, a tenant may sign the Agreement if the Agreement is also signed by the Owner. The function must be for a resident and not an organization-sponsored function.

3.2. Clubhouse refers only to the main Clubhouse room. The pool area, game room, exercise room, sauna areas and whirlpool are excluded and may not be reserved.

3.3. The Owner, an adult, 21 years of age or older, must be present at all times while the Clubhouse is being used pursuant to this agreement.

3.4. If the Clubhouse is used by 50 people or more and if alcoholic beverages are being consumed, a licensed peace officer must be present and his name, company and phone number registered with the Association prior to the release of keys. In such event the security guard must be retained by the Owner and payment made by the Owner directly to the guard or his representative company.

- 3.5. In the event there is damage or the clubhouse is left in an unsatisfactory condition after the function, an amount will be deducted from the refundable deposit. If these charges exceed the refundable deposit amount and are not paid within seven (7) days after the event, the Association will take legal action against the Owner.
- 3.6. If the fireplace is used, only Dura-Flame type logs, (no wood or paper of any type) may be consumed as fuel in accordance with 4.1 hereinafter defined.
- 3.7. During the use period of the clubhouse all activities must close at 1:00 a.m. and the clubhouse must be vacated by 2:00 a.m. All cleaning activities must be completed by the end of the use period. If the Clubhouse is needed for use by another party prior to the end of the use period and an earlier cleaning completion is necessary, the Owner shall be notified prior to the commencement of his use period.
- 3.8. At the end of the use period the Owner shall return to the Association or it's Agent, any and all keys to the Clubhouse which the Owner previously received. If keys are not returned, there will be a \$25.00 re-keying charge deducted from the refundable deposit.
- 3.9. Keys to the clubhouse must remain in the possession of the Owner at all times. Keys may not be given to other persons, i.e.caterer., decorator, etc. If keys are out of the Owner's possession a \$25.00 re-keying charge will be deducted from the refundable deposit.
- 3.10. At the end of the use period the Owner shall clean and restore the clubhouse to its condition prior to the commencement of use. The owner shall be responsible for their own cleaning supplies. The Association will allow the use of its vacuum cleaner. Owner shall replace all plastic bags in waste baskets with like plastic bags.
- 3.11. It is understood that the areas to be satisfactorily cleaned include but are not limited to: Main Party room, Bar area, Kitchen, hallway and restrooms. In the event that there is not an event before noon the day after the event, the Owner may return to the Clubhouse and clean during daylight. It is further understood that if the Clubhouse is rented for noon the day following, ALL CLEANING AND INSPECTION must be arranged in advance by Owner. Owner shall provide all cleaning supplies.

OR

- 3.12. If Owner opts, Owner may contract with Canyon Club to provide cleaning services after the event. The charges for this service are: Maintenance Supervisor minimum of a \$35.00/hour, Maintenance Staff - \$25.00/hour. There is a minimum of a one hour charge per Supervisor and Staff (\$60.00 total minimum) for this service. In the event that cleaning must take place on a weekend or holiday the charge will be double the hourly rated stated. (\$120.00 minimum)

The Owner shall initial their choice of 3.11. or 3.12. and cross out the paragraphs not chosen.

- 3.13. The cleaning efforts will be subject to the inspection and approval of the Association or it's Agent.
- 3.14. At its discretion, the Association or it's Agent may retain the services of qualified professions to further provide cleaning or repair services to the Clubhouse resulting from use by the Owner and not corrected during the use period. In this latter event, the Owner shall promptly be notified and a full amount of the costs of such professional services shall be chargeable against and deducted from the refundable Security Deposit of the Owner.
- 3.15. Subject to the foregoing, the balance of the refundable Security Deposit shall be returned to the Owner:
 - (1) Within seven (7) days if no subsequent cleaning or repair services are required; or
 - (2) Within Fourteen (14) days if such subsequent cleaning or repair services are required.
- 3.16. All furniture must be returned to its original position, according to the picture on the wall near the fireplace.

4. Additional Terms:

- 4.1. Use of the Clubhouse shall be in compliance with all statutes, regulations and ordinances of the City and County of Denver.

- 4.2. Use of the Clubhouse shall be in compliance with the Condominium Declarations, Articles of Incorporation, By-Laws and Rules and Regulations of the Association. (A copy of the rules pertaining to use of the Clubhouse are attached hereto and specifically incorporated herein).
- 4.3. It is understood by the Owner that any violation of statutes, ordinances and/or regulations of the State of Colorado and/or the City and County of Denver shall be construed as a violation of Canyon Club Condominium Owners Association's Rules and Regulations and shall be subject to the fine structures as set out in the aforementioned Rules and Regulations.

5. Release and Indemnification Agreement:

READ THIS DOCUMENT CAREFULLY. THIS AGREEMENT IS A LEGAL DOCUMENT WHEREBY YOU AGREE TO RELEASE AND INDEMNIFY CANYON CLUB CONDOMINIUM HOMEOWNERS ASSOCIATION, AS THE TERM IS DEFINED BELOW, FROM ANY AND ALL CLAIMS ARISING FROM THE USE OF OR ACTIVITIES CONDUCTED AT THE CANYON CLUB CLUBHOUSE.

In consideration of being allowed exclusive use of the Association's Clubhouse beginning at _____ o'clock on _____, 20__, and ending at _____ o'clock on _____, 20__, the undersigned agrees to the following:

- 5.1 To release Canyon Club condominium Homeowners Association, it's Board Members, officers, employees, agents, and members, collectively referred to as ("Canyon Club"), from any and all claims arising from the use or activities conducted at the clubhouse.
- 5.2 To indemnify, defend, and hold Canyon Club harmless from and against any and all claims asserted by the undersigned's guests, invitees, and third parties in any way related to the use of the clubhouse or the activities conducted at the clubhouse. If any such claim should be asserted against Canyon Club, the undersigned agrees to defend the same, at their expense, with counsel approved by Canyon Club, in its reasonable discretion.
- 5.3 To enforce the rules adopted by Canyon Club Condominium Homeowners Association which pertain to the use of the clubhouse and other common areas subject to the Condominium Declaration of Canyon Club Condominiums ("Declaration").
- 5.4 To pay restitution to Canyon Club for any property damage within property subject to the Declaration. Any restitution imposed shall be paid within 30 days, otherwise the restitution shall be subject to the same statutory and contractual collection remedies as delinquent assessments.

All statements above shall bind me, my heirs, personal representatives, and assigns, and are not merely recitals. I am over the age of eighteen (18) years.

I acknowledge that I have been afforded the opportunity to consult with legal counsel regarding the terms and conditions of this Release. I further acknowledge that I have read the entire Release, that there are no other understandings or agreements other than as set out above, and that I voluntarily consent to all of its terms and provisions

YOU acknowledge review and approval of this Release on _____.

Name (printed)

Name (printed)

Signature

Signature

Agent of Association (written)

Signature of Association
Revised February, 2006

Date