

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

Monthly

1. Terms and Conditions:

- 1.1) Only a unit owner or tenant living in a unit is entitled to sign a Clubhouse Rental Agreement. If a tenant, a current copy of the lease must be on file in the Association Office. The function must be for an owner or resident and not an organization-sponsored function. **No** admittance or fees of any type may be charged to individuals attending the event.
- 1.2) Owner must be current on monthly association assessments as of agreement date and key pick-up.
- 1.3) Clubhouse refers only to the main Clubhouse Room and Kitchen. The pool area including the grill, game room, exercise room, sauna, whirlpool and playground areas are excluded and may not be reserved. Event attendees are also not permitted to use any of the above mentioned facilities.
- 1.4) If any guests uses the above mentioned facilities (1.3) the deposit will be forfeited and at the discretion of the Board, use of the amenities and future Clubhouse rentals for the Owner/Lessee may be terminated for up to one year.
- 1.5) The Owner/Lessee, is an adult, 21 years of age if alcoholic is being served or 18 years of age if no alcohol is being served. Lessee must be present at all times while the Clubhouse is being used pursuant to this agreement.
- 1.6) In the event there is damage or the clubhouse is left in an unsatisfactory condition after the function, an amount to cover these conditions will be deducted from the security deposit. If charges for damages exceed the security deposit, the balance of monies owed shall be paid in accordance with Paragraph 3.4 in the General Agreement.
- 1.7) If the fireplace is used, only Dura-Flame type logs may be used (no wood or paper of any type).
- 1.8) During the use period of the Clubhouse all activities must close at 1:00 am and the Clubhouse must be vacated by 2:00 am. All cleaning activities must be completed by the end of the use period, in accordance with paragraph 3.1 in the General Agreement. If the Clubhouse is needed for use by another party prior to the end of the use period than an earlier cleaning completion is required, the Owner/Lessee shall be notified prior to the commencement of his use period.
- 1.9) Noise from the event, including music, must be kept at a level as not to disturb neighboring units. City and County of Denver noise ordinances are to be followed as stated in the HOA Rules & Regulations.
- 1.10) Keys to the Clubhouse must remain in the possession of the Owner/Lessee at all times. Keys may **not** be given to other persons, i.e. caterer, decorator, etc. If keys are out of the Owner's/Lessee's possession a \$200.00 re-keying charge will be deducted from the security deposit.
- 1.11) At the end of the use period the Owner/Lessee shall return to the Association or its Agent, all keys to the Clubhouse which they previously received. If keys are not returned, there will be a \$200.00 re-keying charge deducted from the security deposit.
- 1.12) At the end of the use period the Owner/Lessee shall clean and restore the Clubhouse to its condition prior to the commencement of use. The Association will allow use of its vacuum cleaner, mop, bucket, limited cleaning supplies and trash bags that are available. The Owner/Lessee will be responsible for providing any and all other cleaning supplies as needed to restore the Clubhouse.
- 1.13) No staples, tacks, nails, scotch tape or masking tape may be used to decorate the clubhouse. You may use blue painters tape or re-locatable glue dots. Any damage to surfaces or paint will be assessed a minimum damage charge of \$100.00, to be deducted from the Security Deposit. All re-locatable glue dots and painters tape must be removed.

1.14) No glitter, confetti or similar are permitted. Should glitter, confetti or similar items, a fee of \$100 will be deducted from the Security Deposit.

1.15) No smoking of any type is allowed in the Clubhouse. If smoking inside occurs, Owner/Lessee will forfeit the full Security Deposit and may incur additional charges for smoke remediation.

_____ (Initial that you have read and agree to the above "Terms and Conditions".)

2. Parties:

2.1) Canyon Club Condominium Owners Association (Herein "Association or Lessor") agrees to rent the Clubhouse to the following unit(s) (Herein "Owner or Tenant or Lessee"):

2.2) _____ Unit # _____ is an owner of said unit and/or

2.3) _____ Unit # _____ is a tenant of said unit.

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.

3. General Agreement:

Subject to the Terms and Conditions set forth below, the lessee's agree to the following:

3.1) Lessee shall be entitled to use the Canyon Club Condominium Clubhouse weekly for a use period of 18 hours commencing at 3:00 pm on each _____ starting _____, _____ for a maximum of 35 guests. The event will begin at _____ o'clock and end at _____ o'clock on each specified day. No ongoing monthly rentals allowed Friday thru Sunday.

3.2) Lessee shall deliver to the Association or its agent two checks, one to cover each rental day in the month of the rental plus and one for the security deposit as follows:

A) Rental fee of \$40.00 for each use period and

B) A deposit check for \$500.

Rental check will be deposited at time of reservation. The rental fee covers each period of use and Clubhouse cannot be subleased. The deposit check will be held until a final walk through after the final use period.

3.3) The Security Deposit will be deposited if any charges are incurred by the Association. Charges will be deducted per the terms of this agreement and any refund of deposit will be made within 14 business days after the final event.

3.4) Should the Association incur any charges, an itemized list will be provided and deducted from the Security Deposit. Charges in excess of the Security Deposit must be paid immediately, any outstanding balance will be added to the owner's monthly assessment account, payable to the association, care of LCM Management Company. Late charges and interest may be incurred if not paid in accordance with the associations established payment schedule.

3.5) Clubhouse reservations must be made no later than the two weeks prior to the month of scheduled events. If reservations are made with less than two week notice for the upcoming month an additional fee of \$20.00 will be charged. Clubhouse is available on a first come, first served basis. Requires a) owner must be current on monthly assessment, b) owner/tenant is in compliance with Rules and Regulations, c) signed Clubhouse rental agreement and d) the Rental Fee and Security Deposit. No phone reservations will be accepted.

3.6) Cancellation of any event must be reported to Canyon Club Association office a minimum of 2 weeks prior to the event to be eligible for refund. Should the office not be notified a minimum of 2 weeks prior, the rental fee is deemed non-refundable.

3.7) Lessee shall pick up the keys on the day of the event and do a pre-event inspection per the attached check list. Keys must be returned to the Association Office by 9:00 am on the day following the event with a post event inspection or may be dropped in the office mail slot after the event and clean-up is done. Post event inspections will be performed the morning following the event at 9:00 am by the maintenance staff, office manager or Board member.

3.8) Should there be back to back events a member of the Board, Office Staff or Maintenance will set a key exchange time at their convenience for a after final event walk through and key exchange. If the lessee does not fulfill the above commitment within a 15 minute period following the scheduled time, a charge of \$25.00 will be deducted from the deposit for the time spent by the Board, Office Staff or Maintenance to do key exchange.

_____ (Initial that you have read and agree to the above "General Agreement".)

4. Cleaning (Initial by option 4.1 or 4.2)

4.1) _____ 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. Cleaning will be done by Owner/Lessee or a service of their choice at the Owner's/Lessee's expense. If no event before 3:00 pm the day after their event, the cleaning may take place the day after the event. The cleaning must take place and keys turned in by 3:00 pm to avoid additional lease charges.

4.2) _____ Owner/Lessee contracts with Canyon Club to provide cleaning services after the event. The charges for this service are \$40.00 per hour with a minimum of 2 hours or \$80.00. In the event that cleaning must take place on a holiday or after normal maintenance hours, the charge will be \$80.00 per hour with a minimum of 2 hours or \$160.00.

4.3) Cleaning efforts will be subject to the inspection and approval of the Association or its Agent.

4.4) At its discretion, the Association or its Agent may retain the services of qualified professionals to further provide cleaning or repair services to the Clubhouse resulting from use by the Owner/Lessee and not corrected during the use period. Owner/Lessee shall be promptly notified and the full amount of the costs of such professional services shall be charged against and deducted from the refundable Security Deposit.

4.5) All furniture must be returned to its original position. Any stains on furniture or carpet must be cleaned. All sofa and chair cushions must be in place, all tables and furniture clean of debris, crumbs, sticky substances, etc., including underneath cushions. Owner/Lessee will be responsible for any professional charges incurred by the Association to return furniture/carpet to original condition prior to rental.

_____ (Initial that you have read and agree to the above "Cleaning Agreement".)

5. Additional Terms:

5.1) Use of the Clubhouse shall be in compliance with all statutes, regulation and ordinances of the City and County of Denver. It is understood by the Owner/Lessee that any violation of statutes, ordinances and/or regulations of the State of Colorado and/or City and County of Denver resulting in fines will be the sole responsibility of Owner/Lessee.

5.2) Use of the Clubhouse shall be in compliance with the Condominium Declaration, Articles of Incorporation, By-Laws and Rules & Regulations of the Association. Any violation of any aforementioned documents shall be subject to fine structures as set out in the aforementioned Rules & Regulations.

_____ (Initial that you have read and agree to the above "Additional Terms".)

6. Release and Indemnification Agreement:

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

6.1) In consideration of being allowed exclusive use of the Association's Clubhouse as stated under the General Agreement section of this document, the undersigned agrees to the following:

6.2) To release Canyon Club Condominium Homeowners Association, Its 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.

6.3) 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.

6.4) 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 Declarations of Canyon Club Condominiums ("Declaration").

6.5) To pay restitution to Canyon Club for any property damage within property subject to the Declaration. Any restitution imposed shall be paid immediately, 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 condition of this Release. I further acknowledge that I have read the entire Release, that there are no other understanding or agreements other than as set out above, and that I voluntarily consent to all of its terms and provisions.

You acknowledge, reviewed and approve of this Release on _____, 20_____.

X

X

Name (Printed)

Signature

X

X

Association Agent (Printed)

Signature (Agent)