

Trails at Parkfield Lake Clubhouse Rental Packet

Clubhouse Hours of Operation

8:00 AM – 10:00 PM

Use Fee

5 Hour Rental - \$110
Full Day Rental - \$185

Deposit

\$300

Cancellation Policy

24 Hours Notice – No Charge
Under 24 Hours – Forfeiture of Use
Fee

Reservations

Cherry Creek HOA Professionals
303-693-2118
ron@cchoapro.com

Two week minimum notice requested on all reservations. Please check our online calendar for availability.
<http://trailsatparkfieldlake.com/clubhouse>

**CLUBHOUSE RENTAL AGREEMENT
TRAILS AT PARKFIELD LAKE CONDOMINIUM ASSOCIATION**

Rental Request Information:

Date of Function: _____

Function Time: **From** _____ am/pm **To** _____ am/pm [Total Hrs = _____]

Purpose of Rental: _____

Number of Guests: _____

(Note: Per Fire Marshal, maximum occupancy is 48 people)

Active Cell Phone # you **must have** on your person @ function: _____

1. General. Only an Owner or a tenant may rent the Clubhouse. Use of the Clubhouse for commercial purposes (revenue generating) and/or functions that are open to the public are prohibited. **Unit Owners are responsible for all actions of their guests, their tenants and the guests of their tenants. Owners are required to sign this Agreement if their tenants rent the Clubhouse.** All rentals must be arranged through the Association's managing agent, Cherry Creek HOA Professionals.

2. Upon Your Rental of the Clubhouse You Agree to the Following Conditions:

A. To reserve the Clubhouse you must be an Owner (or a tenant) in good standing, current in the payment of all assessments, late charges, interest, attorney fees, and fines, if any, and otherwise in compliance with the Governing Documents. Upon execution of this Rental Agreement, a **use fee in the amount of \$ _____ and a refundable rental deposit of \$ _____** must be paid at the time the reservation is made. Payment must be by personal or cashier's check made payable to The Trails at Parkfield Lake.

B. The refundable rental deposit will be refunded within 14 days after the event, subject to the Association's determination following inspection that no damage was done and that the Clubhouse was properly cleaned and there are no other events resulting in deposit forfeiture. If the Clubhouse and its contents are not properly cleaned or are damaged, the costs of cleaning and/or repairing damage will be deducted from the deposit. **The deposit may also be forfeited in the event of any violation of the terms of this Agreement or the Governing Documents.** If less than the full deposit is returned, a written explanation of the amount withheld will be provided by the Association. If there are costs in excess of the deposit, such costs will be the responsibility of the Owner and tenant, if applicable, jointly and severally. The extent of any damages will be determined in the sole discretion of the Board. **The Owner agrees**

and understands that any costs of repair or clean-up in excess of the deposit will be a lien on the Owner's Unit and may be collected as an assessment pursuant to the Declaration and the Association's collection policy.

C. Rental of the Clubhouse does not include exclusive use of the swimming pool or exercise room. If you or your guests interfere with other residents' use of the pool or exercise areas, the Association may request that you vacate those areas and be restricted to the indoor Clubhouse only. There are no lifeguards at the pool. You are responsible for all actions of your guests (individually and as a group), including those who may use the pool and you are responsible for any personal injury or death of your guests.

D. You will be considered the host of the event being held at the Clubhouse and **you must be present** during your entire function and **must have an active cell phone** on your person at all times. If you are the Owner acknowledging the terms of this Agreement and your tenant is the host, you are not required to be present at the event.

As the Clubhouse renter(s), it is the duty of the Owner (or tenant) to inform all guests and attendees of the Association's rules on use of the Clubhouse and to supervise and/or limit the conduct of minors, if any.

Owners are responsible for all actions of their guests, tenants and tenants' guests and are responsible for all liability resulting from the use of the Clubhouse, its facilities and pool and deck area.

E. The Association is not liable for any damage or theft of personal property brought into the Clubhouse or other property in the community by you and/or your guests, invitees and attendees.

F. You release and forever discharge the Association, its Board members, officers, the Association's management company and/or its employees and members, present, past and future from any and all claims, costs, causes of actions for personal injury or death and damage to or destruction of property arising out of your use and that of your guests (including invitees/attendees) of the Clubhouse and all other Common Elements, including, but not limited to, the non-rented areas such as the pool.

G. In the event the Association, any Board 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 time of your rental of the Clubhouse (which existence and consumption is prohibited), 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 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.

H. You are granted the exclusive use of the Clubhouse for the time period described above, subject to the right reserved by the Association to enter the Clubhouse and terminate your use of those facilities should the conduct of any person violate any provision of this Agreement or the Governing Documents, or in the event that any such conduct endangers the health, safety, or welfare of any person, or constitutes a threat to the Clubhouse or other property in the community. If your use of the Clubhouse is terminated, you will instruct your guests to leave the Condominium property immediately, and any continued occupancy of the Clubhouse or pool area by you or any of your guests will be considered a trespass.

I. Clubhouse Rules:

- i. The Clubhouse is a non-smoking facility.
- ii. No pets (in or outside) are permitted during any Clubhouse rental/function.
- iii. You are responsible for informing your guests where to park and you are responsible for their parking correctly. Vehicles parked in fire lanes, blocking other vehicles, or otherwise parked in violation of posted parking restrictions may be towed. Each vehicle improperly parked will constitute a separate violation of the rules and a fine may be assessed after notice and an opportunity for hearing.
- iv. Clubhouse hours are 8:00 a.m. to 10:00 p.m. Failure to vacate on time will result in the forfeiture of the deposit.
- v. Flammable liquids and other hazardous materials are not permitted in the Clubhouse.
- vi. Persons under the age of 16 may not be left unattended in the Clubhouse.
- vii. Be considerate of the neighbors near the Clubhouse and keep noise to a minimum after 8:00 p.m. All users of the Clubhouse must comply with all rules and regulations and other Governing Documents of the community.
- viii. No person attending your function who is under the age of 21 can be served or allowed to consume alcoholic beverages. You are responsible to ensure all guests drink responsibly. No intoxicated persons are allowed to use the pool, spa or exercise room.
- ix. Decorations are permitted, but you may not attach any decorations with staples, nails or any similar means that would puncture the walls or furniture.
- x. You must clean up the Clubhouse and remove all personal equipment and supplies at the end of your activity. You are responsible for cleaning and

leaving the interior of the Clubhouse and the grounds surrounding the Clubhouse in an orderly and clean condition, including, without limitation, the restrooms and all furniture, fixtures, and equipment. The Clubhouse will not store or hold anything after your event. Please remember that another person may be using the Clubhouse either the same day or the day after your event.

3. Clubhouse Reservation Procedures.

- A. All reservations are accepted on a first come first serve basis.
- B. All reservations are made by Cherry Creek HOA Professionals. You will be provided a copy of this Rental Agreement for signature. The Owner or tenant of record must request the reservation. Reservations may not be made by dependents.
- C. A signed copy of this Agreement and a personal or cashier's check in the amounts of use fee and damage deposit must be delivered with this signed Rental Agreement.
- D. Arrangements for keys to the clubhouse must be made with the Managing Agent prior to the start of the rental period.
- D. If a reservation is canceled 24 hours or more before the event, you will receive full refund of your use fee and deposit. If a reservation is canceled less than 24 hours before the event, the use fee will be retained and the deposit will be returned.

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I HAVE READ AND AGREE TO COMPLY WITH ALL TERMS OF THIS AGREEMENT AND ACKNOWLEDGE THAT THERE ARE NO MODIFICATIONS AND/OR ADDITIONAL TERMS OTHER-WISE THAT WOULD HAVE BEEN MADE IN WRITING HEREIN.

Owner/Tenant renting Clubhouse

Date

Unit Address

If Tenant is host, Owner hereby acknowledges and agrees to the terms of this Agreement

Owner

Date

Owner Address

Owner Phone No.

Association Representative

Date

Please mail or deliver the signed contract and payment to:

Cherry Creek HOA Professionals
c/o Ron Koch
14901 E. Hampden Ave. #320
Aurora, CO 80014

