

COAL CREEK RANCH CLUBHOUSE RENTAL AGREEMENT
TO BE COMPLETED BY HOMEOWNER (Please print legibly)

Rental Date Requested _____ From: _____ To: _____

Homeowner Name: _____

Address: _____

Phone Numbers (please provide all):

Home _____ Work _____ Cell _____

Email Address: _____

Intended Use: _____

All common areas within the Association are provided for the exclusive use of an owner and his or her guest and tenants. Therefore, only an owner or tenant may rent the clubhouse. Others using the common area facilities will be subject to prosecution for trespassing. The owner is responsible for all of their actions and those of their guests, their tenants and the guest of their tenants.

UPON YOUR RENTAL OF THE CLUBHOUSE YOU AGREE TO THE FOLLOWING CONDITIONS:

1. To rent or use the clubhouse you must be an owner or a tenant, in good standing with all assessments, late charges, interest, attorney fees, and fines paid in full. A rental fee of \$125.00 must be paid. In addition, a \$75.00 damage/cleaning deposit will be required for any reservation. An additional \$175.00 deposit for covenant and/or rules violations will also be required during the period the pool is open. The completed application and all monies must be received by the management company at a minimum of seven (7) days prior to the date of the rental. The rental fee is not refundable. The damage/cleaning deposit will be refunded in part or in full if, in the opinion of the Association manager, the Clubhouse has been properly cleaned and there is no damage. The violation deposit will be refunded if there is no allegation of a violation.
2. Members who wish to rent or use the clubhouse for a Tax Exempt organization must submit their request in writing for the Board to review.
3. In the event the Clubhouse or any of its contents is damaged, the deposit will be forfeited and any excess costs of repair and/or replacement will be the responsibility of the Owner and Tenant, if applicable, jointly and severally. It will be in the sole discretion of the Board of Directors to determine the extent of any damages. The cost of repair or other corrective action will be treated as an assessment and may become a lien against the owner's property in the same manner as an assessment.
4. The temporary access code for the Clubhouse will be activated for a 24 hour period for the reservation date.
5. You must read and sign a copy of this Agreement prior to receiving the code for the Clubhouse.
6. You will be considered the host of the event being held at the Clubhouse. As the host you are responsible for the actions of all guests, tenants & tenant's guests. In the event a guest damages the Clubhouse or other Common Area in any way, you will be responsible for the costs of repair or replacement as deemed necessary by the Board of Directors.

7. Glue and glitter are prohibited from being used in the Clubhouse.
8. The furniture and equipment in the Clubhouse is provided for your benefit. Please treat it as if it were your own and observe as much care as possible to preserve its life.
9. If you take personal property into the Clubhouse you will be responsible for any damage or theft of the same.
10. All rentals are done on a first come first serve basis.
11. The renter of the Clubhouse must be present during your entire function at the Clubhouse.
12. In the event the Associations or any board member of the Association is named as a party to any lawsuit which involves claims arising from your use of the Clubhouse, including the consumption and/or existence of alcoholic beverages during the time of your rental of the Clubhouse, you agree to indemnify and hold the Association harmless from any judgement imposed against the Association or any board member and any and all attorney fees or costs the Association or said board member is required to expend as a result of being named in such suit.

RESTRICTIONS ON USE OF THE CLUBHOUSE

- A. The use of the Clubhouse is strictly limited to social events only. The Clubhouse shall not include any business related events.
- B. No animals are allowed in the Clubhouse at any time.
- C. The use of the Clubhouse does not entitle you to use the adjoining common patio areas. Renters of the Clubhouse may use the play equipment located adjacent to the Clubhouse.
- D. The rental of the Clubhouse **does not** include the right to use the pool or pool area. The door between the Clubhouse and the pool is to remain locked at all times during the rental period.
- E. The Clubhouse must be vacated no later than 11:00 p.m.
- F. Please be considerate of the neighbors near the Clubhouse and keep noises to a minimum especially after 10:00 p.m. There should be no loud talking, loud stereos, door banging, or other noisy activities which are disturbing to others. All User(s) of the Clubhouse must comply with all Rules and Regulations of the Association as well as the Bylaws and the Master Declaration of Covenants.
- G. In the event alcoholic beverages are served, you are required to comply with all federal, state and local laws governing the consumption of alcoholic beverages. The Association assumes no responsibility for the consumption of alcoholic beverages.
- H. The maximum occupancy of the Clubhouse shall not exceed 42 (forty two) persons, as established by the fire department.
- I. Any violation of these restrictions will result in a fine of \$175.00, following an opportunity for a hearing. In the event a violation is alleged, the deposit for rules violation shall be withheld until the Board determines whether a violation occurred after providing the Owner or Tenant with an opportunity for a hearing. The Association shall notify the Owner or Tenant of the alleged violation and shall provide the Owner or Tenant with the opportunity for a hearing. Such hearing shall be held within fourteen (14) days of the date the Clubhouse was rented.

CLEAN-UP CHECKLISTS

Please leave the Clubhouse clean and orderly for the next person's use. You must perform the following:

- Tables, chairs and surfaces: Cleaned and folded/stacked in proper places. Please leave chairs and tables where you found them.
- Whiteboard: Clean with Windex or glass cleaner.
- Decorations and personal property: Removed and disposed of in the proper containers.
- Flooring: Swept, vacuumed and mopped.
- Kitchen: Clean microwave, refrigerator and sink
- Trash: All trash must be removed from the Clubhouse.
 - Trash receptacles are located out by the pool gate
- Door and Windows: Lock all doors and windows. In the summer lock the door between the restroom and the Clubhouse and leave the exterior door to pool UNLOCKED.
- Lights: Turn off all lights.
- Thermostat: Set at 68 degrees heat in the winter. Set to 78 degrees cool in the summer.

I HAVE READ AND AGREE TO COMPLY WITH THE ABOVE REGULATIONS

Owner/Tenant

Date

Address

Association Representative

Date

Clubhouse Address: 844 Spyglass Circle, Louisville, CO 80027
Vista Management Phone: 303-429-2611

Homeowner's Check List

- Signed Contract
- Rental Fee Check: \$125.00
- Cleaning Deposit Check: \$75.00
- Covenant and/or Rule Violation Deposit during pool season **(If Applicable):** \$175

All checks are payable to the Coal Creek Ranch Master Association and mailed to:

Coal Creek Ranch Master Association
8700 Turnpike Dr, Ste 230
Westminster, CO 80031