

Idyllwilde Master Association, Inc.

Grand Hall Facility Rental Agreement

Thank you for choosing to use the Grand Hall Facilities for your event! Please understand that there are Association members that volunteer their personal time to help maintain the Grand Hall and check you in and out. Please be respectful of their time and be completely ready to start on time and leave the facility by the end of your rental period. If a volunteer is not available for the date/time of your rental request, an additional fee may be charged so that arrangements can be made with a private company to come check you in and out, and properly secure the Grand Hall Facility, at your cost**.

Rental Information

Name: _____ Email: _____

Property Address: _____ Phone: _____

Event Date: _____ Event Time Period (please indicate AM/PM): _____

Description/Purpose of the Event: _____

Estimated Number of Attendees: _____ **no more than 80 allowed at any time, per South Metro Fire Marshal.**

Minors Present (Y/N): _____ Catered (Y/N): _____ Alcohol Served (Y/N): _____

Rental Fee Breakdown: Base Rental Fee (\$75/hr) X _____ hrs = \$ _____

Check payable to Idyllwilde Master Association, Inc.

Refundable Damage Deposit (required): \$ 500.00 _____

SEPARATE Check payable to Idyllwilde Master Association, Inc.

NOTE: There will be an NSF fee in the amount of \$20 for all returned checks.

Rental Policy Information

Security Deposit: All rental applicants must pay a security deposit of \$500.00. The deposit is refundable if the facility is left clean and there is no damage to furnishings or equipment or facility. Any costs incurred in cleaning or repairing the facility, replacing equipment, or from exceeding the agreed rental period, will be deducted from the deposit. Should damage and/or rental time exceed the deposit, the Association will seek additional compensation from the Renting Member and/or resort to legal remedies which will incur attorney's fees at Renter's cost. Refunding of the deposit is solely up to the Board of Directors and will not be refunded until the facility has been inspected by its representative after the time of check out established on Exhibit A (Rental Check in and Check Out).

Rental Fees: All rental fees and refundable security deposit are due prior to the reservation to confirm the reservation. Please make checks out to Idyllwilde Master Association, Inc. Rental fees (not the deposit) can be made through the homeowner portal through your account ledger or you can mail your checks to 22008 E. Idyllwilde Drive, Parker, CO 80138.

Rental Agreement: To reserve the Grand Hall Facility, a Facility Rental Agreement must be completed, signed and returned to Advance HOA Management, LLC. The Renting Member **MUST** be twenty-one (21) years of age or older, must be present at the Grand Hall facility for the duration of the rental period, and **MUST** be in good standing with the Association i.e. no unpaid assessments, late fees, or current violations.

Hours: The Grand Hall Facility may be rented **Monday - Sunday 8:00 a.m. to 10:00 p.m.** The facility may be used outside of that time period only with the prior written approval from the Board of Directors. Any rental period in this agreement, including time outside of the normally allowable rental period, will incur the Extended Hours Rental Fee as appropriate, at the discretion of the Board. If the use of the Grand Hall Facility exceeds the agreed to period, an Overage Fee will be deducted from the Security Deposit. Remember to factor in enough time for the actual event, including additional set up or clean-up time you'll need.

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Renter is allotted 30 minutes before and after the rental, free of charge for set up and cleanup. When two or more reservations occur on the same day, there must be a two-hour break between reservations.

Black Out Dates:

There will be no reservations allowed on the following Holidays:

- New Year’s Day
- Easter Weekend (Friday- Sunday)
- Mother’s Day
- Memorial Day Weekend (Friday – Monday)
- Father’s Day
- Fourth of July
- Labor Day Weekend (Friday – Monday)
- Halloween
- Thanksgiving Day
- Thanksgiving Weekend (Friday – Sunday)
- Christmas Eve
- Christmas Day
- New Year’s Eve

Volunteer Availability: The Idyllwilde Master Association, Inc. is fortunate to have members willing to volunteer their time and energy to checking the Renting Member in and out of the Grand Hall Facility for their event. These volunteers do not get compensated for this and therefore their time should be respected by ensuring that you adhere to the Rental Period in this Agreement. In the event that a qualified volunteer (as determined by the Board of Directors) is not available for the approved Rental Period, the event reservation will not be confirmed. Reservations must be made at least 7 days in advance to ensure monitor availability.

Facility Usage: The facility may not be reserved more than one (1) year in advance. No facilities may be used for fund-raising purposes without prior approval from the Board of Directors. Non-residents may not rent the facility.

Cleaning: The facility must be cleaned, all decorations and trash must be removed, and the facility must be ready to be vacated by the end time indicated on this Agreement for the Rental Period. The Renting Member is responsible for removal of all personal articles, including leftover food, decorations, etc., and depositing trash into the trash bin in parking lot. All tabletops, chairs, counter tops, and any appliances used must be wiped clean. The Renting Member shall spot mop any spills and sweep the floor and vacuum rugs if needed. All necessary cleaning supplies will be provided and located in the Supply Closet in the Great Room. If any extensive cleaning is found to be necessary after check out of the Renting Member, a Cleaning Fee will be deducted from the Security Deposit, as determined by the Board of Directors.

Surveillance Video Camera Policy: The Association has installed or shall install video monitoring cameras in certain places within the Association’s Common Elements which includes the Grand Hall and surrounding areas. The purpose of the cameras is to deter violations, monitor activities, and provide assistance to law enforcement in the investigation and/or prosecution of criminal activity.

Reservations: Grand Hall Facility reservations are on a "first-come, first-served" basis with the exception that the Idyllwilde Social Committee and the Board of Directors are given priority for their necessary functions. A rental reservation is considered binding after the Rental Agreement has been signed by the Renting Member and approved by the HOA Management Company, the rental fee and security deposit have both been paid, and, if alcohol will be served at the event, that proof of insurance has been provided as required below. The Renting Member will receive a confirmation letter or email which will include a Check-In and Check-Out List.

(Exhibit A) and other necessary instructions. This Rental Agreement is not completed until the HOA’s Management Company receives Exhibit A signed by both the Renting Member and either the qualified volunteer assigned to the event or the representative hired by the HOA’s Management Company, if a volunteer is not available.

Caterers: Renting Members may choose to employ an outside caterer for their event. Caterers are required to abide by all policies outlined in the Grand Hall Facility Rental Agreement. All food and beverages must be removed from the premises after the event. Leftover ice may be disposed of in grassy areas around the Grand Hall Facility if it is convenient to do so. Waste food and beverages may not be

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dumped onto soil or landscaping anywhere on the premises by guests or catering staff. Renting Members and/or their caterers are required to provide their own tableware, linens, and service needs. No catering equipment, decor or other items may be left behind or stored on the property after an event unless prior arrangements have been made with the Board of Directors or its representative.

Minors: Any rental with participants 18 years or younger must have one (1) adult chaperone for every ten (10) minors for the duration of the event.

Serving Alcoholic Beverages: Alcoholic beverages may be served during an event as long as the Renting Member abides by the following conditions:

- 1. No fee will be charged, either directly or indirectly, i.e., **no cash bar**, for the sale or consumption of alcoholic beverages.
- 2. No alcoholic beverages, including 3.2% beer, will be served at any time to any person who is under the age of twenty-one (21) years of age **or** to any visually intoxicated person.
- 3. If any adult attending the event is abusing or misusing alcohol in the Grand Hall Facility or on the Grand Hall premises, the Renting Member will take the necessary action to have such activities stopped, and if necessary, will notify law enforcement for assistance.
- 4. A Bartender and/or Designated Pourer will serve all alcoholic beverages at the event.
- 5. The Renting Member is solely responsible for any claim or liability that arises as a result of serving alcoholic beverages at his/her event and must remove all alcoholic beverages from the Grand Hall Facility upon vacating at checkout.
- 6. If Renter serves alcohol without approval or insurance at an event, they risk being fined \$300.00 and possibly denied from future rental use.

Host Liquor Liability Insurance: If alcohol will be served at the event, the **Renting Member shall provide proof of Host Liquor Liability Insurance to the HOA Management Company in an amount not less than One Million Dollars (\$1,000,000.00) at least ten (10) days prior to the reservation date.** (The pool reservations are separate from Grand Hall Facility reservations and may not be utilized during an event). Alcohol may not be served to anyone under the age of twenty-one (21) and/or anyone who appears to be intoxicated. The Renting Member agrees to indemnify, release and hold harmless the Association, their directors, agents, employees and volunteers from or against any claim, suit demand, damages, judgment, expenses, court costs, attorney's fees and/or causes of action relating to the use of the Grand Hall. The Renting member is solely responsible for assuring compliance with all rules and regulations by all individuals in attendance at the event. **By initialing below, the Renting Member shall indicate whether or not alcohol will be served and/or provided at the event: YES NO**

Parking: Limited spaces are available for parking at the Grand Hall Facility. Vehicles shall not be parked on any landscaped area. Vehicles can be parked along the public streets, allowing room for traffic to flow. Town of Parker Police will ticket all vehicles parked illegally. The parking lot in front of the Fika Coffee House is **NOT** available for attendees of events in the Grand Hall Facility and is subject to being towed at the vehicle owner's expense

Personal Property: The Idyllwilde Master Association, Inc. is not responsible for any stolen valuables or personal property that is left unattended prior to the start of an event or any items left behind after checkout from the Grand Hall Facility during the Rental Period in this Agreement.

Decorations: No decorations or temporary fixtures may be affixed to the building or any architectural feature with nails, tacks, staples, or any application that will cause damage. Duct tape is not permitted on any walls, glass or fixtures. However, non-abrasive masking tape or painter's tape may be used. Any tape residue shall be removed by Renting Member. If Board of Directors determines so, tape will be professionally removed and billed back to Renting Member. Open flames of any kind are not permitted.

Furniture: The furniture in the main room of the Grand Hall may be moved around (only if necessary) within the room to accommodate Private Events. (**The furniture is not to be dragged across the floor or outside deck**). The Idyllwilde Master Association, Inc. is not responsible for any injuries sustained from moving the furniture. The furniture, however, is not to be removed from the premises or stacked on the deck. Any damages incurred while moving the furniture will be deducted from the Renter's deposit.

Pool Table: The pool equipment is available for private events. Please inform your private event monitor if you would like to have the pool table available for your event. Renter is responsible for any damage that may occur during use at the event. All equipment must be checked in and out from the monitor.

Smoking: Smoking and vaping is strictly prohibited inside the Grand Hall Facility and on the deck and must not occur within 15 feet of any entrance as according to Colorado State Law and Town of Parker Ordinance.

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Animals: Animals, with the exception of properly licensed service animals, are not permitted inside the Grand Hall Facility without prior approval from the Board of Directors.

Solicitation: No solicitation is allowed on Idyllwilde Master Association, Inc. property without a Town of Parker permit.

Cancellation*: When a rental period must be changed or canceled, the Idyllwilde Master Association, Inc. representative will notify the Renting Member as soon as possible OR the Renting Member must notify the representative. If the Renting Member and the Idyllwilde Master Association, Inc. cannot agree upon an alternate date and/or time to fulfill the Grand Hall Facility rental, this agreement shall be deemed terminated and the Renting Member will receive a full refund. *The Board of Directors reserves the right to collect a fee in the amount of \$100 from the Refundable Security Deposit if Renting Member cancels within 48 hours of the event.

Statement of Agreement: I have read all of the rental policy information and by signing below, I agree to comply with the provisions of this rental agreement. I understand that my security deposit may be forfeited or I may be billed for any additional expense should any of the aforementioned requirements be ignored or abused, or if any damages are a result of the actions of my rental or my guests. Renter(s) acknowledges that his/her use of the Grand Hall Facility ("Facility") is purely for the pleasure of his/her guests. Renter(s) further acknowledges that neither the HOA Management Company ("Manager" or "Representative"), nor the Idyllwilde Master Association ("Association"), has assumed any responsibility for, nor shall the Manager or the Association have any liability for, the actions or inactions of the Renters and his/her guests and invitees or for any injury, damage or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any person while using the facility. Renter(s) on behalf of himself, his heirs, successors and assigns, and on behalf of his/her guests and invitees, their heirs, successors, and assigns hereby releases the Manager or Representative, the Association and the respective officers, directors, shareholders, agents, members, successors and assigns, from any claims which Renter(s), his or her guests, and invitees, now have or may hereafter have which are related in any way to any loss, damages or injury that may be sustained in connection with their use of the facilities or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the facility. Renter(s) on behalf of himself, his heirs, successors and assigns, agrees to indemnify, defend and hold harmless the Manager or Representative and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees arising from the user of the facilities, including the buildings and sidewalks adjoining same, by the Renter(s), his or her guests, and invitees, or as result of any activity including consumption of alcohol or other intoxicating substances, engaged in by any such person while using the facility. In the event any action or proceeding is brought against the Manager or Representative of the Association, their respective officers, directors, shareholders, agents, members, successors, or assigns by reason of any such claim, Renter(s) covenants and agrees to pay all costs of defense of such action or proceeding by counsel satisfactory to the Manager or Representative and the Association. The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage and Renter(s) failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist Renter(s) in fulfilling such obligations shall not relieve Renter(s) of the indemnification and defense obligations set forth herein.

Renting Member Name: _____ Signature: _____ Date: _____

Renting Member Name: _____ Signature: _____ Date: _____

The Idyllwilde Master Association, Inc. Board of Directors or the Management Company reserves the right to refuse application for good cause or to revoke the Renting Member's rental privileges for any reason. If this occurs, the Board of Directors or the Management Company or Representative will attempt to notify the Renting Member as soon as possible. The terms and conditions set forth in this agreement are at the discretion of the Idyllwilde Master Association, Inc.'s Board of Directors and may be altered or revised as allowable in the Master Declaration.

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Idyllwilde Master Association, Inc.
Monitors Rental Check-In / Check-Out

Event Date: _____ Start Time: _____ End Time: _____

Renting Member's Name: _____ Phone: _____

Member's Address: _____

Email: _____

Assigned Monitor: _____ Phone: _____

Cleaning Checklist

_____ Carpet/Rugs vacuumed/Floors swept

_____ Tables & Chairs returned to storage closet

_____ All Great Room furniture including table and chairs replaced as found

_____ Decorations Removed (including tape)

_____ All Doors and Windows closed and locked

_____ Floors, counters, and sink cleaned

_____ Oven and stove turned off and cleaned if used

_____ Refrigerator emptied and cleaned

_____ Coffee pot cleaned if used

_____ Leftover food and beverage removed

_____ Run garbage disposal

_____ Bathrooms – Trash removed

_____ Fireplace turned off if used

_____ Loft cleaned if used and pool equipment returned to monitor

_____ Lobby cleaned

_____ Deck furniture replaced as found

_____ All trash removed, including patio and deck area, and deposited in the dumpster in parking lot

Renting Member Signature: _____ Date/Time: _____

Appointed Representative Signature: _____ Date/Time: _____

Notes:

For Office use only

Damage: Yes _____ No _____ If Yes, Describe: _____

Over Agreement Hours Fee? Yes _____ No _____ Amount: \$ _____ Reason: _____

Cleaning Fee Necessary? Yes _____ No _____ Amount: \$ _____ Reason: _____

Security Deposit Amount to be withheld: \$ _____ Reason: _____

Security Deposit to be returned: \$ _____ Date: _____ Check # _____

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