

THIRD CHERRY CREEK TOWNHOUSE CORPORATION
CLUBHOUSE USAGE POLICY AND RESERVATION REQUEST

Reservation Request Form

Rental Date Requested _____ Time Requested _____ to _____
Unit Owner Name _____ Phone Day _____ Night _____
Address _____
Resident's Name _____ Phone Day _____ Night _____
Address _____
Type of Function _____ Number of Guests Attending _____
(**25 (Family) Person Occupancy Limit**)

The Association, its Agent or Property Manager will ensure this reservation does not conflict with the *No Back-to Back Functions Reservation Policy* before approving this reservation request.

Back-to-back functions are not permitted. This allows adequate time for cleaning and/or repairs before the next event is held in the Clubhouse.

In order to benefit all Homeowners, protect property values, and provide for the enforcement of the Condominium Declaration for Third Cherry Creek Townhouses, the Board of Directors hereby adopts this Clubhouse Rental Usage Policy and Reservation Request to be effective June, 2009.

This policy is stated as follows:

The *Undersigned* party or parties, in consideration of the privilege to use the Third Cherry Creek Townhouse Corporation Clubhouse, hereby consents to be bound by the terms and conditions set forth herein and also by the Rules and Regulations of the Third Cherry Creek Townhouse Corporation. In the event the resident reserving the Clubhouse is a Renter, written permission of the Unit Owner in which the renter resides must be included with this form. The Unit Owner will ultimately be responsible for any and all damage to the Clubhouse and/or its contents, caused by the Unit Owner or their Renter; for the Associations Insurance deductible (currently at \$10,000.00) if applicable, and for the thorough cleaning of the Clubhouse.

1. Damage/Cleaning and Performance Deposit Under the Terms of this Contract

A Damage and Cleaning Deposit of \$200 (check or money order only; NO CASH) shall be required fourteen (14) days in advance of all functions.

If the Clubhouse is not properly restored to its original condition after the function, the deposit or any portion thereof will be forfeited to the Association. This evaluation will be based on an inspection completed by the Association, its Agent or Property Manager along with the Applicant prior to and after the function. Should any charges be applied, the Undersigned shall be provided with an accounting statement.

The Undersigned party or parties agree(s) to assume responsibility for all damages or cleaning required in excess of the damage and cleaning deposit, and shall pay all such sums incurred by the Third Cherry Creek Townhouse Corporation upon demand.

2. Non-Refundable Rental Fee

A separate check or money order made payable to Third Cherry Creek Townhouse Corporation shall be required upon the signing and submission of this contract per the schedule outlined below:

- 1-25 Family Members Only = \$150

The *Undersigned* is responsible for complying with the 25 person occupancy limit.

3. Indemnification Clause

The *Undersigned* agrees to provide adequate security and/or safety measures. At the *Undersigned's* sole expense, the security/safety measures will assure that no damage occurs or risk is created to any property or to any person in attendance as a result of any activities conducted by or participation in by anyone attending the Clubhouse function. The *Undersigned* agrees to indemnify and hold harmless Third Cherry Creek Townhouse Corporation from any claim or liability asserted against the Association as a result of property damage or personal injury or other cause of action made in connection with the usage and reservation of the Association's equipment and/or Clubhouse.

4. Supplemental Rules and Regulations

In addition to those Rules and Regulations contained in the Third Cherry Creek Townhouse Corporation Rules and regulations, the *Undersigned* shall comply with the following:

a) No illegal substances are permitted on the premises of Third Cherry Creek Townhouse Corporation including but not limited to the Clubhouse and adjoining driveways and walkways. **No sale** of alcohol is permitted on the property or in the Clubhouse.

b) In the event alcoholic beverages are served, provided or allowed by the Undersigned at any private function, the Undersigned at their sole expense, agrees to provide adequate security and safety measures, to assure that no damage occurs or risk is created to any person or property as a result of such alcohol use. The Undersigned agrees to indemnify and hold harmless Third Cherry Creek Townhouse Corporation from any claim or liability asserted against the Association as a result of personal injury or property damage incurred in connection with the use of alcoholic beverages at a private function governed by this Agreement.

c) Functions Not Allowed

- "Open to the Public parties are not permitted. All functions must be by invitation only.
- Parties or similar functions which include "adult sexual entertainment", or any entertainment which is not deemed suitable for audiences of all ages is not permitted.
- Functions which include any type of illegal activity are not permitted.

d) Parking Restrictions

All Clubhouse guests are required to park on public streets in accordance with traffic laws. All vehicles not in compliance are subject to immediate towing at the vehicle owner's expense. If a guest's vehicle is parked illegally, the Undersigned's damage deposit will be forfeited. (There is no parking in driveways or visitor spaces located on the premises.) All parking spaces are owned privately and unit owners may authorize the towing of illegally parked vehicles.

- Delivery of supplies and/or equipment must be made from the driveway to the north of the Clubhouse. Delivery vehicles may only park in the one parking space adjacent to the maintenance building and only for the time it takes to deliver or pick up equipment and supplies.

e) Noise levels shall be kept to a minimum in accordance with Denver ordinances. All Homeowner complaints will be referred directly to the Denver Police Department.

f) All private functions must end no later than 1:00 a.m. on Friday and Saturday and by 11:00 p.m. Sunday through Thursday. All personal belongings must be removed and all guests departed by the above stated times.

g) The lower level of the Clubhouse and the swimming pool are not considered part of this Clubhouse rental agreement.

h) As the responsible party, the *Undersigned* must be present throughout the entire event. If the *Undersigned* should leave the party for any period of time, the party is considered to be ended and the deposit is forfeited.

i) The Undersigned shall be responsible for all lock up procedures at the Clubhouse.

- Windows and doors must be closed and locked. Any damage caused by failure to lock windows and doors is the responsibility of the Undersigned.
- Heat must be turned down to 60 degrees in the winter, and/or the air conditioner must be turned off totally in the summer.
- Lights, with the exception of the hall lights must all be turned off.
- Personal belongings must all be removed at the end of the function.
- All trash must be bagged and removed from the premises unless other previous arrangements have been made with the Association Maintenance staff. Trash bags, if left with prior approval, should be closed and neatly tied and no liquids leaking from the bags.

5. Clubhouse Clean Up

The Clubhouse must be thoroughly cleaned by the time the *Undersigned* is ready to leave the event unless previously approved by the Association, its Agent or Property Manager.

Clean up is to include:

- The return of any/all tables and chairs to their appropriate storage places.
- Complete cleaning of the kitchen and any/all appliances used during the event.
- Collection and proper disposal of all trash. (Also see Item J above)
- Carpet must be vacuumed and vacuum bag put in trash if full.
- Bathrooms cleaned.

6. Key Return

The key may be deposited in the Clubhouse mail slot upon leaving.

7. Damage Deposit

The rental damage deposit will not be returned until there is a walk through with the *Undersigned* and the Association's Agent or Property Manager at a time convenient for both parties.

The *Undersigned* agrees that he/she has read this Agreement and understands the Clubhouse Reservation Policy and agrees to abide by the conditions stated above.

Date: _____ Time: _____

Printed Name: _____ Signed Name: _____

If renter of Clubhouse is not the Unit Owner, the Unit Owner must also sign this Agreement.

Unit Owner Printed Name: _____

Unit Owner Signed Name: _____