

Agreement for Clubhouse Use

The Joint Recreation Committee of the Rock Ridge Condominium Association, Inc. and the Sterling Hills Condominium Association, Inc. has the responsibility for preserving, maintaining, and governing the use of all commonly owned facilities. Accordingly, they have duly authorized Professional Management Associates, Inc., (PMA), as Clubhouse Manager, until officially replaced or substituted by a Board resolution. The Clubhouse Manager is authorized to act on behalf of the Committee with regard to the clubhouse, for the purposes of scheduling use, issuing keys, performing inspections, and such other liaison responsibilities between the Board and the Homeowners, as may be necessary from time to time.

To insure that the Clubhouse is maintained in a high standard of cleanliness and usefulness of all homeowners, several specific rules and regulations have been set and are included with this agreement.

IMPORTANT: Read and understand all Clubhouse Rules and Regulations!

Only owners, or spouses of owners, may arrange for use of the Clubhouse. In order to arrange for use of the Clubhouse, the homeowner's dues, fee, and any other charges to the Condominium Association must be fully paid and recorded in the Association's books.

Each user of the Clubhouse must tender a security and damage deposit of \$250.00 with this signed agreement, to the Clubhouse Manager, at least one week prior to the usage. If the deposit is tendered within one week of the usage, the deposit must be made in cash or money order. This security and damage deposit does not limit the user's liability, nor in any way diminishes the Joint Recreation Committee's right to collect for damages in excess of the amount of the deposit.

THE JOINT RECREATION COMMITTEE specifically agrees as follows:

1. To provide the Clubhouse to all authorized users in good and clean order on a first-come, first-serve basis.
2. To inspect the Clubhouse as soon as possible after each use for cleanliness and damage. Provided that no new damage has resulted from the undersigned owner's use, and that the key is returned, the Committee's agent will return, within 30 days, the security and damage deposit. **Should there be any damage or additional cleaning required, part or all of the security deposit may be retained. Additional cleaning will be charged at \$25.00 per hour.**

THE HOMEOWNER USER agrees to the following:

1. To read and comply with all rules and regulations of the Rock Ridge Condominium Association, Inc. and the Sterling Hills Condominium Association, Inc., specifically, the Clubhouse Rules and Regulations included in this agreement.
2. To limit the number of persons who will be allowed to enter the Clubhouse, during the period of use, to not exceed more than 72 people, the safe occupancy level authorized by the Fire Marshall and the Insurance Underwriter.
3. To prohibit, during the period of use, the attendance or entrance into the Clubhouse, any and all uninvited guests, and to be responsible for any damage, caused by personal or uninvited guests, to the inside or outside of the Clubhouse and to the grounds and parking lot immediately adjacent.
4. To respect and obey directions of any member of the Joint Recreation Committee or Members of the Board of Directors for Rock Ridge and Sterling Hills, or their Clubhouse Manager.
5. To permit the Clubhouse Manager, or any Board member, to inspect the facilities during use, and to terminate use of the Clubhouse for violation of any of the rules included herein. Any user, or his guests, who do not depart the premises within 15 minutes of being so directed, will be construed as trespassers, and hereby subject to any lawful directive by a peace officer.

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6. The Homeowner reserving the Clubhouse must be in attendance during its use. The Homeowner further agrees to chaperone all minor aged functions on a continuous basis, with a ratio of one responsible adult chaperone per twenty minors. Should there be one more than twenty, but less than forty, two chaperones will be required and must be in attendance at all times.
7. Clubhouse use is restricted to the **CLUBHOUSE ONLY**. No access to the pool is permitted through the Clubhouse. Use of the pool is subject to the guest policies of the pool. Any violation of this regulation may result in the revocation of Clubhouse privileges to the Homeowner.
8. To hold the Rock Ridge Condominium Association, Inc., the Sterling Hills Condominium Association, Inc., the Joint Recreation Committee and the Clubhouse Manager harmless and further, to indemnify them against any claims whatsoever filed against it resulting from or during the period of use of the Clubhouse by the Homeowner user or his guest, invited or uninvited. Homeowner also agrees that he will pay all costs, attorney's fees, interest or damage that arise out of any claim filed against the Rock Ridge Condominium Association, Inc., Sterling Hills Condominium Association, Inc., or Clubhouse Manager.

The Joint Recreation Committee's Restriction of Liability:

The Rock Ridge Condominium Association, Inc., the Sterling Hills Condominium Association, Inc and the Joint Recreation Committee shall not be held liable for injury or damage to any person or property occurring within the property subject to this agreement, unless caused or resulting from active negligence of the Joint Recreation Committee, or any of its agents or servants, in the operation or maintenance of the Clubhouse or the area surrounding the Clubhouse.

Upon failure of a Homeowner user to honor this agreement in its entirety, forfeiture of all right to use the Clubhouse will occur. Should damage or cleaning require an expenditure on the part of the Joint Recreation Committee in excess of the deposit made, the forfeiture of rights to the Clubhouse shall be for a period of no less than six months, after the last dollar has been paid to cover such damages and cleaning. In the event that overcrowding or unlawful activities are carried out, or severe damage occurs to the property, forfeiture of rights to the Clubhouse and the pool may be recommended to the Board of Directors for Rock Ridge Condominium and Sterling Hills Condominium by the Joint Recreation Committee, for a period of not less than six months, nor more than five years.

CLUBHOUSE RULES AND REGULATIONS

The Clubhouse is for the use and enjoyment of all Rock Ridge and Sterling Hills Residents. These rules are intended to provide for safe, equitable use of the facility. Any unusual matter not covered by these rules, or the included contract, will be resolved by the Clubhouse Manager or the Joint Recreation Committee.

USE OF THE CLUBHOUSE:

1. **General:** There are specific rules restricting the use of the Clubhouse by groups or individuals. Children are not allowed in the Clubhouse at any time, unless accompanied by an adult. Use of the pool is prohibited with Clubhouse rental. **NO SMOKING IS PERMITTED!** If burn holes are discovered in the flooring of the Clubhouse, the user will be charged \$50.00 per burn hole.
2. **Clubhouse Shall Not Be Used for Any Unlawful Purpose:** The user must require all guests, invited or uninvited, to abide by the laws of the State of Colorado, the County of Arapahoe and the City of Aurora. Colorado law prohibits distributing/serving alcohol to anyone less than 21 years of age.
3. **Commercial Use:** The Clubhouse shall not be used for any commercial business purpose. This shall include any for profit business meetings, craft fairs, direct sales, etc.
4. **Use Shall Not Disturb Surrounding Homeowners:** User and guests agree to conduct themselves in a manner to not disturb to of the Homeowners in Rock Ridge or Sterling Hills. If requested by a member of the Joint Recreation Committee, or any member of Rock Ridge and Sterling Hills Board of Directors, user agrees to terminate activity by guests, invited or uninvited, causing disturbance. General noise, loud music, etc.,

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must be reduced at 10:00 p.m.

5. Clubhouse Decorating: Our Clubhouse is our Association's most valuable asset. Please help us ensure that it remains in good condition.
 - a. Nothing is to be attached to any other surfaces.
 - b. All tape and decorating materials must be removed prior to departure.
 - c. Should any balloons be left in the Clubhouse, **for any reason in any location, the entire deposit of \$250.00 will be forfeited, without question.**
 - d. Any damage to walls, etc., during your usage in a fine sufficient to repair the damage.
6. Fireplace Use: Except in the case of an **EMERGENCY**, do not touch the Emergency shut off lever!
 - a. Be sure to keep children away from the fireplace.
 - b. One set of fireplace doors must be open while the fire is burning,
 - c. The On/Off lever is located on the left side of the log grate, on the south side of the fireplace.
 - i. Off is when the On/Off lever points to 3 o'clock
 - ii. On is when the On/Off lever points to 12 noon
 - d. If the fire does not start within 10 seconds, turn the fireplace OFF and contact PMA.
 - i. **DO NOT PUSH** the On/Off lever in. Doing so will cause the pilot light to turn off.
 - ii. **IF THE PILOT LIGHT SHOULD GO OUT, DO NOT TRY TO RELIGHT IT!**
 - e. Be sure to turn the On/Off lever completely OFF before- leaving the building.

Procedure in case of Fire

At the beginning of the period of use, the Homeowner is to locate the two fire extinguishers in the Clubhouse.

In case of fire, the user will evacuate the building immediately, then call the Fire Department at 911. Thereafter, he/she will immediately notify the Clubhouse Manager, or a member of the Board of Directors.

7. Reservation Procedure and Scheduling Rules: To reserve the Clubhouse, call the Clubhouse Manager between the hours of 8:30 am and 5:00 p.m. Monday through Friday, **only**.
 - a. A Homeowner will be allowed to schedule a rental of the Clubhouse once per month, during the prime time of Friday, Saturday and Sunday. Multiple uses will not be permitted on the same day.
 - b. Non-prime time scheduling (Monday through Thursday) will be permitted twice per month in addition to prime time use.
 - c. Normal scheduling for all Clubhouse uses must be accomplished not earlier than 4 weeks prior to the reservation date,
 - d. Special occasions (i.e., weddings, anniversaries, or other infrequent events) may be 6 months in advance,
 - e. Overnight functions are prohibited.
8. Usage Fee: Each homeowner will be entitled to one free usage a year. A \$25.00 non-refundable fee will be charged for each subsequent usage.
9. Deposit: A \$250.00 deposit will be required from the Homeowner two weeks prior to the use. The Homeowner will be required to sign the contract and the check must be made payable to the Rock Ridge/Sterling Hills Joint Recreation Committee. The deposit check will not be cashed. You will receive reimbursement upon satisfactory inspection of the Clubhouse and its adjacent grounds by the Clubhouse Manager. The deposit is for damages and cleaning. Cleaning must be done as indicated in Section 11. You will not be called back to re-clean. \$25.00 per hour of your deposit will be assessed if the cleaning is not completed or is in compliance with the Checklist.
10. Pick up and Return of Key: User will pick up a key to the Clubhouse one (1) day in advance of the period of use. Keys for use on Saturday and Sunday must be picked up by 4:30 p.m. Friday. Keys are to be picked up from the Clubhouse Manager or a designated alternate. **Keys must be returned by 10:00 a.m. on the**

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day following the period of use, except for Saturday and Sunday, when the key may be returned on Monday by 10:00 a.m. If the key is not returned as required, the user will forfeit the entire security and damage deposit. If a homeowner does not come into PMA's office to sign the contract, obtain a key, and pay the deposit during regular business hours, a \$75.00 charge will be assessed. The owner must remit cash or a bank cashier's check payable to PMA for the \$75.00 at the time the key is obtained. In addition, the \$250.00 deposit must be in cash or a bank cashier's check.

11. There is a nonrefundable fee of \$50.00 for post event inspection. This will be performed by the managing agent and upon completion of this inspection the deposit will be refunded.
12. Specific Cleanup Procedures to Be Followed: The user is required to leave the clubhouse in the same condition as when his/her period of use begins. The Clubhouse Manager, or designated alternate, will inspect the clubhouse following the usage. Such inspection will be conducted prior to any subsequent use. All trash that was the result of the usage must be removed from the Clubhouse area. **DO NOT USE ABRASIVES OR KNIVES ON THE COUNTER TOPS WITHIN THE CLUBHOUSE.**
 - a. Wipe down all counter tops
 - b. Clean out the refrigerator
 - c. Vacuum all carpeting
 - d. Wet mop all tile floors
 - e. Double check bathroom conditions
 - f. Turn the fireplace OFF without turning off the pilot light
 - g. Double check to ensure the stove/oven is off
 - h. Remove all decorations and balloons
 - i. Clean the grounds around the Clubhouse, including the parking lot and the areas adjacent to the pool
 - j. Remove all trash from the premises
 - k. Return all furniture to its proper placement

YOU WILL BE RESPONSIBLE FOR ANY DAMAGE DURING YOUR CLUBHOUSE USAGE.

LOCK UP PROCEDURE:

- a. Check appliances to be sure they are turned OFF
- b. Lock front doors upon leaving and recheck to ensure they are securely locked

I, _____, the Homeowner user, have read and understand this document in its entirety. Furthermore, I agree that I will fully abide by all of the Rules, Regulation, and conditions set forth in this document, and will cause my guests, invited or uninvited, to also abide by the Rules, Regulations and Conditions of Use.

Homeowner Name

Rock Ridge Recreation Committee

Homeowner Signature

Clubhouse Manager

Date