## VINTAGE RESERVE

## **COMMUNITY CENTER AGREEMENT**

THE UNDERSIGNED, whose name appears on the signature page of this Agreement, hereby agrees to reserve the Community Center, owned and operated by Vintage Reserve, subject to the following terms and agreements:

Homeowner:		
	Please print	

Property Address: \_\_\_\_\_

- 2. ELIGIBILITY: Only the homeowners on record are eligible to reserve the Community Center. All homeowners must be current in their dues. Please check the below applicable box regarding your rental.
  - A. Not for Profit \_\_\_\_\_
  - B. For Profit \_\_\_\_

If your reservation is for profit please briefly describe the nature of your event along with the number of Vintage Reserve Residents that will be participating below.

- 3. RESERVED AREAS: Only the Community Center is reserved in this agreement.
- 4. CAPACITY: There is adequate space available for 40 people. The maximum recommended size for gathering is 64.
- 5. CLEAN-UP: The undersigned agrees that the trash will be completely removed from the center and taken home or disposed of away from the clubhouse. Trash may not be left on the grounds or entire deposit will not be refunded. The facility will be left neat, clean, all furniture will not be moved from their original positions and any unusual messes will be cleaned up. The undersigned agrees to notify PCMS immediately of any damage. In the event the barbeque is utilized, it must be cleaned and de-greased. There will be a \$25.00 charge if the grill is left dirty.
- 6. DEPOSIT AND FEE: The undersigned agrees to place a deposit of \$200 with PCMS (the manager) and a 4 hour minimum usage time with a \$75 dollar fee for the first 4 hours and \$10 per additional hour which will need to be paid prior to your reservation. These checks need to be made out to VINTAGE RESERVE. If the Community Center is left in good condition, the deposit will be returned to the undersigned. If damages are done, or if clean-up is not proper, the deposit could be used for the repairs and additional clean up as required after hearing has been held by the Homeowners' Association. If the deposit is insufficient to pay for the damage and/or clean-up, the undersigned agrees to pay for any and all additional costs. *Please note that if you are using any of the open space as part of your event, you will be responsible for any damages that may occur as part of your deposit.*
- 7. ALCOHOLIC BEVERAGES: Alcoholic beverages are strictly prohibited at <u>any</u> youth function. The undersigned agrees to comply with all state and local laws concerning alcoholic consumption and agrees, by signing this agreement that no alcoholic beverages will be sold on the premises.
- 8. SMOKING NOT PERMITTED IN THE COMMUNITY CENTER AND NO OPEN FLAMES (CANDLES, ETC) MAY BE LIT IN THE COMMUNITY CENTER AT ANY TIME.
- 9. NO OUTSIDE SPEAKERS PERMITTED. Also, any music or noise should be kept at a minimum after 9:00 p.m. due to the close proximity of homes near the clubhouse.

- 10. MOTORIZED VEHICLES. No motorized vehicles of any kind shall be permitted at any time to drive on any portion of the common area in order to gain access to the community center building.
- 11. GENERAL REQUIREMENTS:
  - Please make sure that all doors are locked prior to leaving.
  - Turn off air conditioner after use and turn heat to 59 degrees after use. Be sure to press the "hold" button on the thermostat.
  - Contact Management Company if anything is broken or needs repair.
  - Please do not open the door to the fireplace unit. All you need to do is turn on the fireplace switch on the wall to operate the unit.
- 12. LIMITATION OF LIABILITY: The undersigned agrees that neither the Homeowners' Association nor the Manager of Homeowners' Association shall be liable or responsible for the care and protection of any quest or their possessions or for any loss or damage thereto, of whatever kind or nature. The undersigned acknowledges and agrees that neither the Homeowners' Association nor the Manager shall be liable for injuries to persons or property occurring of the Homeowners' Association and the Manager, shall be entitled to the benefit of this section.
- 13. INDEMNIFICATION: The undersigned agrees to save, indemnify, and hold the Homeowners' Association, the Manager, and their officers, directors, agents, employees, contractors, and subcontractors harmless from and against any and all damages, losses, liabilities, claims, costs, and expenses, including reasonable attorneys' fees, asserted against any of the foregoing by the undersigned, his or her family, guests, employees, or invites arising in any way out of the use, damages, losses, reasonable attorneys' fees, asserted by the persons who have gained access to the Community Center as a result of actions or omissions of the undersigned.
- 14. ASSIGNMENTS: This agreement may not be assigned.
- 15. EXCEPTIONS: Any exceptions to the above provisions will be considered by the Manager on an: as requested" basis and will be submitted in writing.
- 16. The Vintage Reserve Board reserves the right to refuse future Clubhouse rentals in the event of violation of these privileges and may require a meeting with the violating party prior to subsequent renting of the Clubhouse.

VINTAGE RESERVE

BY:\_\_\_\_\_ Authorized Agent

**RESIDENT:** 

Signature

Phone number

RETURN TO: VINTAGE RESERVE C/O PCMS 7208 S. Tucson Way #125 Centennial. CO 80112

\*Please address checks to Vintage Reserve\*

First check: \$75 minimum for four hours (\$10/hour for every extra hour...i.e. If you wish to reserve the Community Center for 6 hours it would be \$75 + \$20 = \$95)

Second check: \$200 deposit (This check will not be cashed unless damage or lack of cleaning has occurred. It will be mailed back to you upon completion of your event and inspection of the Community Center)