

Sundance at Ute Creek Clubhouse Rental Agreement and Rules and Regulations

TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

**Please read this document carefully before signing.
Once signed, this is a legally binding agreement.**

Rental Criteria

Rental of the Clubhouse is for the Clubhouse ONLY and **does not include use of the pool.** Maximum capacity of the Clubhouse is limited to no more than a total of **forty (40)** guests for any event.

Any member in good standing may reserve the Clubhouse.

The Clubhouse may be reserved only for non-commercial, non-profit use. Reservations may be made up to three (3) months in advance of an event on a first come, first serve basis. Homeowners will be responsible for the actions of their guests. The parking lot of the Clubhouse may be reserved for non-commercial, non-profit use. The Board must pre-approve the use of the parking lot and it must not conflict with any other community events or regular member use of the pool. Use of the parking lot must not violate any city ordinances. The parking lot must be left in the same condition as found. The Board reserves the right to limit the times and dates of parking lot use. The member signing the Clubhouse agreement or the responsible party shall be continually present during the entire event. If the Sundance at Ute Creek Board of Directors or Foster Management Inc. deems the usage of the area objectionable, it may, at its own discretion and without notice, terminate the rights of the user and retain the deposit. The homeowners, renters and guests agree to hold harmless and free from any liability, due to any misuse or misconduct during any event, the Sundance at Ute Creek Homeowners Association, the Sundance at Ute Creek Homeowners Association Board, and/or Foster Management Inc.

Fees

Renters must submit a refundable deposit check for \$100 prior to the scheduled event. If upon inspection after the event the facility is found to be in satisfactory condition, the un-cashed check will be returned. If the clubhouse is not left in good order or in the condition which it was found, the check will be kept for unplanned clubhouse cleaning and/or repairs. Any overages and/or deposits not collected due to insufficient funds will be added to your homeowner assessment account for collection. Make check payable to "Sundance at Ute Creek Homeowners Association." The check can be sent to Foster Management at 700 Ken Pratt Blvd., STE 111, Longmont, CO 80501 or can be provided when picking up the clubhouse key from the Longmont office at the same address.

Clubhouse Access

The key for the clubhouse must be picked up, by the Renter, from the Foster Management office. The key pickup days and times are as follows: **Monday – Friday, 9am – 4:00pm.** There will be no exceptions to these days and times, so please plan accordingly. The Foster Management office is NOT open on weekends, so pick up the key for weekend rentals during the week before your event. The office is located at 700 Ken Pratt Blvd., STE 111, Longmont. The Sundance at Ute Creek Homeowners Association and Foster Management, Inc., as well as any of their agents, are not responsible for making arrangements for unlocking/locking the clubhouse facility and assume no liability as a result of failure by Renter to do so. Renter agrees to hold Sundance at Ute Creek Homeowners Association and Foster Management Inc., as well as any of their agents, harmless for any damages or problems resulting from failure of Renter to follow clubhouse access procedures.

Check-in

Upon entry to the clubhouse for your event, if for any reason it is not clean, neat and ready for your event or if there are repairs needed, call the Community Manager **AT ONCE** at 303-532-4148. If it is after hours, please leave a message. Remember, failure to call immediately and report any problems may result in the loss of your deposit, as you may be held responsible for the cleaning or repairs/replacements that are needed, and any overages will be added to your homeowner assessment account for collection.

Miscellaneous Rental Rules and Regulations

For safety reasons, PERSONS UNDER THE AGE OF 18 using the Clubhouse must be chaperoned by at least two (2) adult members.

SMOKING: This is a non-smoking facility.

Member acknowledges that the Sundance at Ute Creek Clubhouse and pool area are a non-smoking facility. Smoking is strictly prohibited anywhere within the interior of the Clubhouse or anywhere in the pool area.

PETS are not allowed in or around the Clubhouse or pool area.

NO ONE is to be in the Clubhouse in his or her swimming suit.

ABSOLUTELY NO BEER KEGS or dispensers of any type or size will be allowed in the building or on the premises. No fee shall be charged, either directly or indirectly, i.e. no cash bar, for the sale or consumption of alcoholic beverages. Member acknowledges that the Sundance at Ute Creek Clubhouse does not hold or maintain a liquor license. If anyone attending an event is abusing or misusing alcohol or any other dangerous or inappropriate behavior on the Premises, Member will take action to have such activities stopped and if necessary will notify the police to seek assistance. Member agrees that Member is solely responsible for any claim or liability that arises as a result of serving of alcoholic beverages or any other inappropriate behavior at Member's event. **Live bands are not allowed. No loud speakers, sound amplifiers, radios, televisions or phonographs are allowed outside the building beyond those provided.** Music and activities cannot disturb homeowners. Evening functions must be over by 11:00 p.m. You agree to begin winding down the party and the noise levels at 10:00 p.m. and must be completely over by 11:00 p.m. Failure to adhere to this or any regulation or misuse will result in loss of future club privileges. Guests must park their vehicles in the unmarked spaces immediately adjacent to the Clubhouse or use designated street parking. The Clubhouse and exterior common areas surrounding the building must be left in a clean orderly fashion after the function. Do not affix any objects to the windows, walls or ceilings of the premises. You are required to provide your own cleaning supplies, including a vacuum cleaner, and trash bags, and are required to remove the trash from your event from the premises.

You must complete, sign and return the cleaning checklist. Failure to do so will result in loss of future use.

Rental of the Clubhouse DOES NOT ALLOW you to use or access the pool or pool deck area.

Costs and Collections

Renter will be responsible for all costs incurred by Association as a result of this Usage Agreement, including but not limited to, damage by Renter or Renter's guests to any portion of the interior or exterior of the clubhouse facility or any costs associated with services rendered and paid for by the Association to fulfill or correct any implied responsibility of the Renter or any costs incurred by the Association to protect its interest in the prevention of any collections or liens against the Association related to services rendered for rental.

Any costs incurred by the Association will be deducted from the Renter's deposit check. If the cost of the cleaning, repairs or replacements are over and above the deposit check amount, the remainder will be added to the Renter's Homeowners Association Assessment Account, and will be subject to the collection and delinquency policies of the Sundance at Ute Creek Homeowners Association. Renter will be responsible for any and all costs incurred by the Association for the collection of these charges, including but not limited to reasonable costs, court costs, and attorney fees. Association reserves the right to refuse future rental to any party who incurs damage/cleaning charges, regardless of whether or not those charges have been paid. Damaged or missing equipment and furnishings will be the obligation of the homeowner/member.

After Hours Emergencies

All emergencies, such as flood or fire, will immediately be reported to Foster Management, Inc. at 303-532-4148, after contacting 911.

Rules

Renter acknowledges they have received, read, and understand the rules of the Sundance at Ute Creek Clubhouse. Renter further agrees to abide by all the rules of the Sundance at Ute Creek Clubhouse.

I, the undersigned Sundance at Ute Creek homeowner, have read the Rules and Regulations and agree to abide by them for Clubhouse use only _____, Parking Lot Use Only _____, Combined Clubhouse and Parking Lot use _____. (Please check one).

Agreed to and signed this _____ day of _____, 20_____.

Signature _____

Date of Reservation _____

Hours of use _____

Print Name _____

Address _____

Home Phone _____ Work Phone _____

Please contact Foster Management, Inc.
303-532-4148
For availability and reservations.

Send your \$100 deposit check to:
Sundance at Ute Creek HOA
C/O Foster Management, Inc.
700 Ken Pratt Blvd., STE 111
Longmont, CO 80501

**Pick up the Clubhouse key at the Longmont office at the above address
no more than one week prior to your scheduled event.
Between 9:00 a.m. and 4:00 p.m. - Monday through Friday - ONLY.**