

Arapahoe Ridge Homeowners Association

To: Arapahoe Ridge Homeowner
From: CAS
Re: Clubhouse Reservations

Thank you for contacting us with your clubhouse reservation request. Please follow the instructions below to finalize your reservation.

1. Please sign the enclosed agreement and return **two** checks made payable to Arapahoe Ridge HOA. Please mail to:

Colorado Association Services
14142 Denver West Parkway
Suite 350
Lakewood, CO 80401
Attn: Jacki Rivera

The two checks are as follows: \$45.00 non-refundable usage fee and the \$150.00 security deposit. The deposit will be returned to you after the clubhouse checklist has been sent to the management company by the clubhouse manager.

2. Please contact the clubhouse manager to arrange for pick up of the key and the security code. Her contact information is as follows:

Julie Schirmacher
2858 Hughs Drive
(303) 926-5484

3. On the day of your reservation pick up and sign out the key as per Julie's instructions. Upon entrance, disable the alarm on the security keypad immediately to the right next to the door. Enter the four-digit code provided with the key, and you will hear beeps indicating that the alarm is off.
4. After your event, complete the clubhouse checklist posted on the clipboard hanging next to the front door security keypad. You must enter your name, the date, and initial each item in the "Your Initials" column. Leave this form on the clipboard for the clubhouse manager.
5. Ensure that all doors and windows are closed and locked.
6. Return and sign the clubhouse front door key per Julie's instructions. The clubhouse manager will then inspect the clubhouse and report any damage or cleaning issues to the management company who will call you to discuss any unresolved issues or will simply mail back your deposit (if there are no unresolved issues).

Please feel free to contact our offices with any questions at (303) 232-9200.

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ARAPAHOE RIDGE HOMEOWNERS ASSOCIATION CLUBHOUSE RESERVATION AGREEMENT

The undersigned Arapahoe Ridge Homeowner, whose name and address appears below, hereby agrees to use the Clubhouse facility subject to the following terms and conditions:

1. Terms of Rental: **Clubhouse rental available between the hours of 10:00 am – 11:59 pm on the date of the reservation ONLY.** The undersigned homeowner requests use of the Arapahoe Ridge Clubhouse on _____ from _____ to _____.
2. Deposit: **The undersigned agrees to place a damage/cleaning deposit of \$150.00 with the Managing Agent.** The undersigned recognizes that the deposit will be returned in full if the clubhouse is left undamaged, neat, clean, and free of trash. (See also #6) _____ (homeowner's initials). **A \$45.00 usage fee is also required.** The Managing Agent must receive the completed Reservation Agreement and both checks within ten (10) days of the date the reservation was made. If the Managing Agent does not receive the Agreement, usage fee, and deposit within ten (10) days, the reservation will be cancelled.

Cancellations: In the event the homeowner cancels a reservation, the \$45.00 usage fee will be refunded for those cancellations made at least two weeks prior to the reservation date only.

3. Pool/Deck Area: Clubhouse events may extend into the pool/deck area if arrangements have been made with the Managing Agent. **Homeowners must hire lifeguards as deemed necessary.**
4. Attendance: **Please note that the maximum occupancy for the clubhouse is 75 people.** The undersigned certifies that there will be _____ persons in attendance at this function. The undersigned certifies that there will be _____ persons ages 20 or under ("youth") at this function. The undersigned will serve as parent/guardian and must be present at all times.
5. Alcoholic Beverages: Alcoholic beverages are strictly prohibited at any youth function. The undersigned agrees to comply with all state and local laws concerning alcoholic consumption and agrees, by signing this agreement, no alcoholic beverages will be sold on the premises. Alcoholic beverages are to be confined to the clubhouse and are strictly prohibited on the pool/deck area.

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6. Clean-up: The undersigned agrees that the facility will be left in a neat, clean condition and agrees to clean the clubhouse per the Clubhouse Cleaning Checklist, which should be located next to the alarm keypad in the clubhouse. Please inform the managing agent if the Cleaning Checklist supply is low. The clubhouse must be cleaned and vacated by 12:00 am (midnight) on the date of the reservation, no exceptions. A fee not less than \$75.00 will be charged against the deposit if the clubhouse is not cleaned according to the specifications of the Clubhouse Cleaning Checklist. The undersigned agrees to pay for additional clean up if deemed necessary.
7. Snow Removal. The undersigned is solely responsible for any and all snow removal of property adjacent to, or within the vicinity of, the clubhouse including, but not limited to, any walks, steps, entrances, exits, drives, and parking facilities.
8. Damage, Breakage, and Loss. The undersigned accepts full responsibility for all guests and agrees to be financially responsible for any damage, breakage, theft, or loss caused by them, even if such costs exceed the amount of the deposit. The undersigned agrees that they and their family and guests will be denied access to the clubhouse until such funds have been paid. Unpaid funds will be assessed to the homeowner's account.
9. Fireplace. The fireplace is an artificial gas fireplace and is not connected. **Do not attempt to use the fireplace for any reason.**
10. Barbeque Grill. Barbeque grills will not be allowed in the clubhouse, on the clubhouse deck, or around the clubhouse pool area.
11. Security System. Please do not attempt to use the security system.
12. Limitation of Liability. The undersigned agrees that neither the Association, the Association's Board of Directors, nor the Managing Agent shall be liable for injuries to persons or property occurring within the recreation facility.
13. Indemnification. User agrees that neither the Association nor the Managing Agent, nor their agents, employees nor staff shall be liable for injuries to persons or property occurring within or around the clubhouse in conjunction with User's use of the premises, unless such injuries are the result of such persons' intentional acts or omissions. User agrees to indemnify and hold harmless the Association, the managing agent, and their respective officers, directors, managers, agents, employees, contractors and subcontractors from and against any and all damages, losses, liabilities, claims, costs, and expenses, including reasonable attorney's fees in defending against the same, arising in any way out of the User's use of the premises or the clubhouse, its facilities, or equipment. Further, Association, upon written notice to User given at any time

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before or during the term of the agreement, shall have the right to require User to obtain from the participants in User's event, a general release containing substantially the following language:

RELEASE AND AGREEMENT NOT TO SUE

THIS IS A RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE. PLEASE READ CAREFULLY BEFORE SIGNING THIS AGREEMENT. In consideration of participation in the event or activity described in this registration, the undersigned acknowledges that access to and use of the Clubhouse and participation in the event or activity is done at the undersigned's own risk. The event or activity may involve risk of physical injury to any individual undertaking such event or activities, including serious bodily injury or death. Additional risks include, but are not limited to, acts of God, forces of nature, negligent or reckless acts or omissions of others or of the Arapahoe Ridge Homeowners Association ("Arapahoe Ridge") its agents, employees or independent instructors. Acknowledging the risks, whether described above or not, whether currently known, or unknown, the undersigned **RELEASES, DISCHARGES AND AGREES NOT TO SUE OR MAKE ANY CLAIM AGAINST, ARAPAHOE RIDGE, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUBCONTRACTORS, AND MEMBERS, ARISING OUT OF OR FROM ANY AND ALL FORESEEN AND UNFORESEEN INJURIES, DEATHS, LOSSES, ACTIONS, CLAIMS, JUDGMENTS, OR DAMAGES OF ANY KIND AND NATURE THAT MAY ARISE OUT OF THE UNDERSIGNED'S PARTICIPATION (INCLUDING AS A SPECTATOR) IN THE DESCRIBED EVENT OR ACTIVITIES, OR ON PROPERTIES OWNED, OPERATED, LEASED, LICENSED, MAINTAINED OR CONTROLLED BY ARAPAHOE RIDGE.**

14. In the event of any dispute or legal action relating to or arising out of the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees. All amounts due not paid by Use when due shall bear interest from the due date until paid at the rate of 15% per annum.
15. Assignment. This agreement may not be assigned.
16. Exceptions. Any exceptions to the above provisions will be considered by the Board of Directors on an "as requested" basis, in writing.
17. Premises Evacuation. Failure to vacate the premises by 12:00 AM (midnight) or use of the pool/deck area without prior arrangement will result in the complete forfeiture of deposit plus any additional cleaning fees as well as having Clubhouse and pool use privileges revoked for a one year period.
18. To obtain the Clubhouse key, contact Julie Schirmacher at (303) 926-5484 **two to four (2-4) business days prior to your reservation.**
19. Please make checks payable to the **Arapahoe Ridge Homeowners Association.**

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20. Parking: The circle area drive just East of the entrance is designated as a drop off/pick up area only. Any vehicles parked in the circle area drive are subject to being towed at the Owner's expense.

X

Arapahoe Ridge Homeowner

Address

Phone Number

Signed/Dated