

# Clubhouse Rental Agreement

## Castle Pines North Homeowner's Association #1

The clubhouse is available for rental by the residents of HOA #1 for any non-commercial use upon approval from the Board of Directors of HOA#1. The clubhouse is rented on a first come first served basis. Please read and acknowledge the following stipulations. Any use of the clubhouse must be between 7:00am and must end no later than 11:00pm. Times of use must be specified at the time of the reservation request. Please allow enough time for set up and breakdown of your event.

**CANCELLATIONS - Cancellations of a reserved clubhouse date must be received no later than 48 hours prior to the event start time. If the cancellation requirement is not met, you may be charged the reservation fee.**

### 1. Fees and Deposits

Fees are due at the time of use. The Fee for clubhouse rental is One Hundred Dollars (\$100) per rental.

- A refundable security deposit of Two Hundred Dollars (\$200) is due and must be paid at the time of the rental date. The security deposit is for the Clubhouse only and will be used by the Homeowner's Association to pay for any necessary cleaning or repairs due to use by the Renter. Any unused portion of the security deposit will be refunded within 30 days. If the deposit is insufficient to completely restore the clubhouse facilities to their pre-rental condition, the Renter agrees to pay any difference. If the deposit is deemed as not needed, the on-line payment returned.  
Online deposit Link: <https://www.cpnhoa1.org/deposit-payment>
- Payments must be paid on-line. Online payments Link: <https://www.cpnhoa1.org/rental-payment>
- Please discuss your plans to use the pool with the Clubhouse Coordinator at the time of your reservation request. The clubhouse coordinator will make the necessary arrangements with the lifeguard staff.
- If you are going to include the use of the pool or pool area in your rental plans additional lifeguard fees may also apply. These additional fees are also due at the time of use with your rental and security deposit. You must have adequate lifeguards for any party over 10 people. You will be charged on the count of the party and not the users of the pool.

### 2. Purpose

The Renter agrees to provide a brief description of the purpose of the rental. (i.e., birthday party for ten kids, football party for ten couples, etc.). The Renter must be on premise during the use of the clubhouse.

### 3. Rules

The Renter and all Guests of the Renter agree to take ordinary care of the facilities and abide by the rules of conduct as outlined in the Homeowners Association documents and the established rules of the community at large including all applicable covenants, codes and ordinances. Guests must be aware and abide by pool rules. Violations will result in appropriate countervailing actions by the Board including, forfeiture of deposits, special assessments, and suspension of current and future activities. Immediately following the conclusion of the use, Renter shall remove all personal property placed there by Renter and/or their guests, and shall return the facility and surrounding areas to the same condition as prior to Renter's use. This includes removing all trash after rental is complete.

### 4. Indemnification

During, or as a consequence of, the period of rental, the Renters and the Guests of Renters agree to hold harmless and indemnify the Castle Pines North Homeowner's Association #1 and any and all Members and Agents of the Association against any liability under any theory of loss or damage as a result of the use of the facilities by the Renter and their Guests.

## 5. Insurance Coverage

During the term of this agreement, the Renter is responsible to provide any and all insurance coverage for themselves, their guests and the facility, and can make no claim of coverage of insurance from the policies held by the Homeowner's Association for the facility.

## 6. Enforcement of Agreement

The Renter agrees upon signing this application to all the terms set forth in this agreement and further agrees to bear all the cost of enforcing this agreement including but not limited to all fines, damages, and reasonable attorney fees. All subsequent fees and assessments are due and payable upon demand. Any unpaid fees and assessments will incur interest at the highest rate allowable by law and result in the normal lien and foreclosure proceedings as set forth in the Association Declaration documents.

## 7. All Member Use

For circumstances of scheduled use of the clubhouse by all HOA#1 homeowners the following must be adhered to:

1. The use of the clubhouse must be open to all HOA#1 residents.
2. If all terms of the All Member Use are met, the rental fee may be waived.
3. All normal deposits must be submitted. Violations will result in appropriate countervailing actions by the Board including, forfeiture of deposits, special assessments, and suspension of current and future activities.
4. If there is a conflict of renting the clubhouse to other HOA#1 members, the time designated for the all member use may be changed by the clubhouse administrator.
5. The All Member Use contract may be terminated by either party with 30 Days written notice.

## 8. Community Services in lieu of payment

In lieu of the standard rental fee, the Renter agrees upon signing this application to offer services that have been agreed upon by both the renter and the association, prior to rental. By meeting the terms of the services the Association shall waive any fees that might be applied. If the terms of the services contract are not met in full, then the normal rental amount will be applied. The terms are only valid for one calendar year and must be requested each year. The renter must still submit a deposit check that will only be cashed if there are damages done to the clubhouse.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
(Homeowner/Renter Signature)

Homeowners Address: \_\_\_\_\_  
Must be an address within HOA#1 member area.

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Pool Card Number: \_\_\_\_\_