

SOUTHPARK HOMEOWNERS ASSOCIATION NO. 2 CUBHOUSE RESERVATION REQUEST

FILL OUT COMPLETELY:

NAME OF RESIDENT: _____ HOME: _____
ALT: _____

ADDRESS: _____ OWNER _____ TENANT _____

DATE(S) OF FUNCTION: _____ TIME OF FUNCTION: FROM _____ TO _____

PURPOSE: _____

Reservations for use of the clubhouse must be made with the Association’s **clubhouse coordinator, telephone no. 303-380-0024**. Should two or more residents desire to reserve the facility for the same date, the first reservation received by the clubhouse coordinator shall prevail. Keys to be picked up from and returned to clubhouse coordinator at dates/times agreed upon by both parties.

The cleaning/damage deposit is \$200 per function and the use fee is \$40 per day. The deposit and use fee (checks only – no cash, please) will be paid to the clubhouse coordinator at a day/time mutually agreed to be resident and coordinator prior to the event. If said deposit and use fee are not paid during this time, your reservation will be cancelled. **The deposit and use fee may only be paid by the resident owner or tenant.** After the function, the clubhouse coordinator will inspect the facility. If cleanup was sufficient and no damage occurred, your deposit will be refunded in full. Should there be any additional cleanup or damage, a deduction will be made from the deposit check for the costs of repair or cleanup. If those costs are in excess of the deposit, you will be billed by the Association for the excess. Charges for additional cleaning are as follows:

- Bathrooms (both): \$40
- Kitchen: \$25
- Carpet (spot cleaning) \$10/spot
- Entire Clubhouse \$100

The clubhouse is intended for use of Southpark Homeowners Association No. 2 residents for those social functions and private parties which are too large to be accommodated in the resident’s townhome. Use of the clubhouse by others will not be allowed, except by prior written approval of the Association’s Board of Directors.

I have read and agree to abide by the above rules, and all rules stated on page 3 of this reservation request.

I agree to assume full responsibility and be liable for any and all damage occurring at the function. I will pay Southpark Homeowners Association No. 2 the full costs of repairing said damage at the current replacement value. I understand that should damage not be paid when requested, a lien may be placed upon the townhome of my residence, in accordance with the Declaration of Covenants, Conditions and Restrictions. I certify that the above-described function is a private function, and is not open to the general public. I further agree to accept all liability, if any, for the facility’s non-compliance with the Americans with Disabilities Act.

SIGNED: OWNER/TENANT _____ DATE _____

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***** FOR OFFICE USE ONLY*****

Pre-inspection by _____ date _____ time _____

Post-inspection by _____ date _____ time _____

Use fee rcvd(non refundable): \$ _____ Check #: _____

Deposit rcvd: \$ _____ Check #: _____

Less: Damages \$ _____

Refund/Bal due: \$ _____

Date bal. pd. _____

Description of damages: _____

CLUBHOUSE USE AGREEMENT AND RELEASE OF SOUTHPARK
HOMEOWNERS ASSOCIATION NO. 2 (ASSOCIATION)
2850 WEST LONG AVENUE
LITTLETON, CO 80120

THIS IS A RELEASE OF LIABILITY. PLEASE READ THOROUGHLY BEFORE SIGNING. The

undersigned, in consideration of being allowed to use the Association's Clubhouse agrees:

1. I have read and shall comply with all Clubhouse and Association regulations, including those stated on the "Clubhouse Reservation Request", and any adopted in the future. I shall pay to the Association prior to use of the facility a security deposit of **\$200.00**. Such deposit may be used by the Association to pay any expenses of cleaning and repairs or replacement required after my use of the facility. Refund of any unused deposit or requirement of payment of additional deposits shall be at the reasonable discretion of Association.
2. I shall be solely responsible for ensuring that all my tenants, children, guests or invitees know and abide by the Association's Declaration, Rules and Regulations, and this Use Agreement and Release. We will not serve alcohol to minors or to anyone who appears to be under the influence of alcohol. We will not charge for alcoholic beverages (either directly or indirectly). We will not allow anyone who appears to be under the influence to drive.
3. I acknowledge that parties and consumption of alcoholic beverages are potentially hazardous. Guests may act unpredictably at times, and can cause accidents. Damages can occur from accidents, negligence or carelessness. I accept and assume all known and unknown damages and risks which might arise, and waive any claim I might have against the Association. This Release is executed without reliance upon any promises, warranties, statements or inducements by the Association.
4. The Association is not an insurer or guarantor of the safety and wellbeing of anyone at any function held by me. I shall provide my own insurance, which shall cover any injury or accident which might occur at any private party authorized hereunder, and shall assert no claim of coverage under any Association insurance policy during the period of such use.
5. We will abide by all requirements imposed by the Association. I understand that the Association can terminate the use of the Clubhouse by me, my tenants or guests, at any time we fail to do so. If any Association property is damaged by the act, default or negligence of me or any of my guests, employees, patrons, guests or any persons admitted to the Clubhouse, I shall pay to Association upon demand such sum as shall be necessary to restore said premises to their present condition.
6. **I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE SOUTHPARK HOMEOWNERS ASSOCIATION NO.2 (ASSOCIATION), ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, COMMITTEES AND MEMBERS FROM AND AGAINST ANY AND ALL FORESEEN AND UNFORESEEN EXPENSES, DAMAGES, INJURIES, DEATHS, LOSSES, ACTIONS, CLAIMS, DEMANDS, JUDGEMENTS OR DECREED, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY KIND AND NATURE THAT MAY ARISE FOR ANY REASON, INCLUDING THE NEGLIGENCE OF THE ASSOCIATION, THROUGH MY ACTIONS, THROUGH THE ACTIONS OF ANY OF MY TENANTS, GUESTS, CHILDREN OR INVITEES, OR THROUGH ANY BREACH OF THIS AGREEMENT.**
7. I am over the age of twenty-one (21) years. This release binds me, my heirs, personal representative, and assigns.

Signature of Participant _____ Date _____

Address _____

RULES FOR USE OF THE CLUBHOUSE

The Southpark Homeowners Association No. 2 clubhouse belongs to all of its townhome owners. Consequently, several types of functions are **not allowed** in the clubhouse. These include, but are not necessarily limited, to:

1. Functions which are held primarily for the benefit of a group that the “host” may belong to by virtue of membership or business affiliation. In these cases, the true host is the club or the business—not the resident.
2. Political rallies, fund raisers, or other partisan political functions, which are held for the benefit of a particular candidate or issue.
3. Subscription parties, or functions which require that the guests pay a fee or door charge.
4. Religious services or other functions which are primarily religious in nature. Note: Religious wedding ceremonies are permitted, since the wedding is the primary function and the religious function is secondary.
5. Profit making functions of any kind. This includes business meetings or use for sales of goods and services, including product demonstrations.
6. “Bachelor” parties, or similar functions which includes “adult entertainment” not suitable for possible viewing by our other residents and children.
7. Functions which include any type of illegal activity.

GENERAL RULES

1. No animals are allowed in the building or are to be tied up outside the building.
2. A key to the thermostat box will be provided. Normally, the thermostat will already be set prior to your use.
3. No barbecue or similar cooking grills allowed in or outside the clubhouse.
4. If served, alcoholic refreshments for all private parties must be served in the clubhouse only. Beer kegs will be allowed only on the TILE FLOOR AREA. Kegs must be contained in plastic trash containers or other waterproof container to prevent liquid seeping onto the tile floor. Recommend no red wine, due to its staining ability.
5. KEY RETURN will be scheduled at time of initial rental.
6. Gas fireplace must be turned on and off only by using the electric wall switch near the storage recess for large tables.
7. Ceiling fans, lights, fireplace and any heating appliances to be turned off prior to leaving the clubhouse.
8. No function may run past midnight on weekdays or 1:00 a.m. on weekends.
9. The Association does not furnish dishes or other utensils, including silverware, platters, or other banquet gear. Tables and folding chairs are furnished; the resident is required to set them up and put them away
10. Functions are restricted to the “upstairs” level of the clubhouse. The lower level and the swimming pool area may not be used by anyone attending the function. **No swimming pool parties are permitted.**
11. It is understood that the clubhouse coordinator, property manager or board member shall have complete authority to cancel this reservation request, and shall have full authority to stop or close the function if, in the clubhouse coordinator’s, property manager’s or board member’s judgement, such action becomes necessary.
12. Do not push furniture over the or cover the floor air vents.

CLEANING/DEPARTURE CHECKLIST

The clubhouse should be cleaned and in the same condition as prior to rental. Any damage or problems noticed at the time of the rental should be promptly reported and recorded by both parties. Cleaning supplies are made available in the coat closet and under kitchen sink.

- ___ Carpet vacuumed.
- ___ Floors swept and scrubbed.
- ___ Counter tops, sinks and kitchen appliances cleaned
- ___ Wipe any spills on walls, doors and jamb.
- ___ Remove a tape used for decorations.
- ___ No food or beverages left in refrigerator.
- ___ Bathrooms left clean. Mop floors. CLEAN TOILETS AND MIRRORS.
- ___ Folding tables and chairs put away.
- ___ Take all condiments utensils home.
- ___ TRASH PICKED UP AND TAKEN HOME
- ___ New trash can liners placed in waste baskets.
- ___ Cleaning materials, tools and appliances replaced in proper storage.

YOUR COOPERATION IS VERY MUCH APPRECIATED.