

Meadowglen Homeowner's Association, Inc.

Clubhouse Reservation Agreement

****Please note beginning June 1, 2017, there will be an administration fee of \$25.00 required for each reservation.****

The undersigned, whose name and address appear below, hereby agrees to use the clubhouse facility subject to the following terms and conditions:

1. Terms of Use I: The undersigned requests use of the Meadowglen clubhouse on {date} _____ from {time} _____ to {time} _____. See Appendix A for examples of approved clubhouse events.

2. Deposit: The undersigned agrees to place a deposit of \$150.00 with Managing Agent (MSI, LLC). The deposit will be given back when the clubhouse has been checked and the condition has been verified as clean, undamaged and ready for the next homeowner use.. **Homeowner's initials** _____

3. Key Card Activation: Your Keycard will be turned on by 8am the day of your event. Your keycard will be turned off 1 hour after your event it is over. Please make sure your reservation includes enough time after your event to clean the clubhouse properly. If you do not have a key card please contact MSI to get your keycard. There is only 1 keycard per household.

4. Damage: When the undersigned opens the clubhouse for the function, the undersigned must check all areas for any damage. If any damage is noted, contact the MSI Community Manager at 303-420-4433

The deposit will be refunded after the clubhouse area has been inspected by authorized staff and no damages are found, and the clubhouse has been cleaned according to the checklist. The undersigned accepts full responsibility for any damage incurred during use of the clubhouse. If the damages exceed the deposit amount, the undersigned agrees to pay all costs incurred including reasonable attorney's fees and costs.

5. Wall Decorations: Artwork may not be removed at any time from clubhouse walls. No staples or nails may be used to attach party decorations (e.g., balloon, banners, streamers, etc.) to any part of the clubhouse. Tape may be used but must be removed when the premises is vacated.

6. Pool Area: The undersigned is prohibited from using the pool and the pool area under this agreement. However, the undersigned may enter into a *separate* agreement with the association entitling attendees to use the pool and/or pool area. In any event,

no attendees are allowed to enter the pool area AT ANY TIME when lifeguards are not present, whether swimming or not.

I release Meadowglen Homeowners Association, Inc. and MSI from responsibility for any harm that may come to me or nay of my guests or other attendees that enter the pool area.

7. Alcoholic Beverages. Alcoholic beverages are to be confined to the clubhouse. Consumption of alcoholic beverages is strictly prohibited by anyone under the age of 21. 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. Miscellaneous:

Per the City of Arvada noise ordinance, loud music or noise is not allowed after 9:00 p.m.

At any function of which a majority of attendees are under the age of 21 years, there must be at least one adult chaperone present at all times for every 10 underage persons present.

Pets are not allowed in the clubhouse.

Smoking is not allowed in the clubhouse.

Recurring meetings are not allowed at any time, except with prior approval of the Board of Directors.

9. Limitation of Liability: The undersigned agrees that neither the Association nor MSI shall be liable or responsible for the care and protection of any guest or their possessions, or for any loss or damage thereto, of whatever kind or nature. The undersigned acknowledges and agrees that neither the Association nor MSI shall be liable for injuries to persons or property occurring within the recreation facility.

10. Indemnification: The undersigned agrees to save, indemnify and hold the Association, MSI and their 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 invitees arising in any way out of the use, operations, or maintenance of the recreation facility. This indemnification shall also apply to any reasonable attorneys' fees asserted by persons who have gained access to the recreation facility as a result of actions or omissions.

11. Assignment: This agreement may not be assigned.

12. Cleanup and Checkout: The clubhouse must be cleaned according to the Meadowglen Clubhouse Checklist and vacated by 2:00 a.m. of the day following the event. If the clubhouse is not cleaned according the Meadowglen Clubhouse Checklist, the cost incurred by the association to clean the clubhouse will be deducted from the deposit.

13. Supplies: The undersigned must provide the following supplies: paper towels, toilet paper, trash bags, cleaning supplies, and any other supplies needed to ensure that the clubhouse is left clean after its use.

14. Exceptions: Any exceptions to the above provisions will be considered by the Board of Directors on an “as requested” basis, in writing.

15. Rules and Regulations: The undersigned hereby attests that he/she has read and understands the Rules and Regulations of the Meadowglen Homeowners Association and agrees they are responsible for assuring all guests comply with said Rules and Regulations. *The undersigned hereby attests that they are current on homeowner’s association dues. If not, this reservation may be revoked in accordance with the association by-laws.*

16. Types of Reservations: In fairness to all homeowners, reservations may be made for one-time events such as birthday parties, wedding receptions, family reunion, etc. If a homeowner wishes to have a re-occurring event such as monthly card games, or bi-monthly meetings, he/she may call the Reservationists 14 days before the planned date and may then reserve that date, but not before. Re-occurring events other than Association-related meetings or Social Committee events may not be reserved more than 14 days prior to the date requested.

17. Advanced Reservations: The clubhouse cannot be reserved more than six months in advance.

Signature of Meadowglen Homeowner/Member

Address: _____

Date Signed: _____

I hereby release Meadowglen Homeowners Association, Inc. and Management Specialists, Inc. from responsibility for any harm that may come to me or any of my guests or other attendees that enter the pool area.

Please return completed form to:

**MSI, LLC
11002 Benton St.
Westminster, CO 80020
Attention: Reservation Specialist**

Appendix A

Examples of Approved Clubhouse Events:

Family events

Social events and meetings

Club meetings and events

Athletic team meetings

Company parties

Meadowglen sponsored meetings and events

Use of the clubhouse for events other than the types of events noted above requires prior approval by the Board of Directors.