

BALTERRA CONDOMINIUM ASSOCIATION, INC.

C/o Colorado Property Management Group, Inc.

2620 S. Parker Rd., AURORA, CO 80014

Phone: (303) 671-6402 / Fax: (303) 671-6430

Email: John@withcpmg.com

PLEASE PRINT:

Homeowner/Tenant _____

Date of Event _____

Address _____

Home Phone # _____

Type of Event _____

Event Times _____ Expected Attendance _____

Additional Details _____

Upon signing this contract, the following will be paid with separate checks payable to **Balterra Condominium Association**.

___ \$200.00 ~ Refundable Security Deposit ___ \$50.00 ~ Nonrefundable Rental Fee

User Restrictions

Social and Business Functions:

It is understood that this agreement is only for the rental of the Clubhouse Community room and that no other areas of the clubhouse/pool may be used for setup for your event.

It is understood that the Homeowner/Tenant is responsible for set-up and tear-down of all furniture and decorations.

It also is understood that the Association will bill the responsible party for any damage to the facility and/or existing furnishings within the club house..

Homeowners/Tenants are required to pay the rental fees and deposit at the time of the reservation. If extra cleaning (cleaning above and beyond the normal cleaning required for the Clubhouse Community room) is needed, the Association will charge a minimum of \$100.00 cleaning fee.

Homeowners/Tenants must abide by all restrictions, policies, and regulations outlined in this contract.

All events must end by 10:00 PM and all local noise ordinances will apply.

The pool is not to be used during a clubhouse reservation by any person using and/or attending the clubhouse reservation.

If a Tenant applies to use the Clubhouse Community Room for a function, there must be a letter of permission from the owner that accompanies the deposit and contract. The letter must include a statement that the owner agrees to be responsible for any damage/maintenance or violations resulting from the renter.

Additional Terms:

By entering this agreement, the Homeowner agrees to the following additional terms:

1. Availability

- a.** All other areas of the clubhouse/pool are available for use by other residents.
- b.** **Access to the pool and gazebo patio is prohibited to participants of the party.**
- c.** The homeowner/tenant agrees that no one in the party will interfere with any other use of the clubhouse/pool patio.
- d.** The homeowner/tenant also represents that the event is a private function, by individual only, and is not open to members of the general public.
- e.** It is also acknowledged that the homeowners right to use the Clubhouse Community Room for this event in subject to (a.) Members' rights under the Declaration of Covenants, Conditions and Restrictions for Balterra. (b.) Being in good standing with the Association assessments at the time this Agreement is signed, and at the time of the event. (c.) prior reservations. (d.) other rules and regulations applied at the discretion of the Board of Directors.

- 2. Cleaning.** Upon conclusion of the event and not later than 10:00 p.m., the facility will be left vacant, all decorations will be removed, and trash will be bagged and placed in the dumpster on the clubhouse grounds. All equipment and furniture will be returned to their proper storage locations. Standard cleaning, including vacuuming, surface cleaning, mopping hard floors, cleaning the kitchen and refrigerator, restrooms will be performed, as needed, by the homeowner/tenant. The homeowner/tenant will also be responsible for cleanup of the exterior grounds if needed. It is understood that if trash is found on the deck or grounds, the Association will charge an additional \$50.00 cleanup charge. It is understood that if the carpet is stained, the homeowner will be assessed a cleaning charge. If damage to the carpet cannot be corrected with standard carpet cleaning methods, additional funds may be billed to the homeowner/tenant.

- 3. Security Deposit.** A refundable security deposit will be required. However, the homeowner will be billed any charges assessed as a result of theft of any of the Association's property or any damage to the facility. It is understood that these charges are due immediately upon request from the Association, or upon receipt of the Association invoice.

- 4. Rental Fee.** The party reserving the clubhouse as per the requirements/rule and regulations/clubhouse community room reservation policy agree to pay the association a nonrefundable fee of \$50.00 for use of the area being reserved. Payment must be made to the Balterra Association at the offices of the Management Company prior to obtaining any keys to the property.

- 5. Notification and Scheduling.** All business and social functions should be requested, and scheduled, at least two weeks (14 days) in advance. It is not guaranteed that a requested date will be available, either due to a prior reservation or availability of committee members to assist. Functions may be cancelled no less than seven days in advance without penalty. It is understood that the penalty for cancellation of a function, less than seven days in advance, is a \$10.00 administrative fee.

6. **Payment.** It is agreed that all payments will be made at the times specified above. Payment of the fees and charges shall be by check or money order. All checks shall be payable to Balterra Condominium Association.
7. **Alcoholic Beverages.** The Homeowner/Tenant acknowledges that **alcohol is not permitted in the Clubhouse Community Room.** The Homeowner/Tenant agrees that violation of the no alcohol provision will be sufficient reason for assessment of an additional \$100.00 fine and possible loss of clubhouse and pool privileges.
8. **Smoking.** The Homeowner/Tenant acknowledges that the Clubhouse and pool areas are **NON-SMOKING facilities.** No smoking is allowed anywhere within the clubhouse or fenced areas of the pool at any time. The Homeowner/Tenant agrees that violation of the no smoking provision will be sufficient reason for assessment of an additional \$100.00 fine.
9. **Use Restrictions.** Under no circumstances will doors be propped open. Costs to repair damage to doors or locks will be charged to the homeowner. No staples, nails or screws are allowed at any time. Candles, rice, birdseed, confetti, glitter, fireworks, flower petals, feathers and any other difficult to clean items are not allowed. Releasing balloons outside is not allowed. No red or other dark colored beverages, including wine, Kool-Aid, punch, juice, and/or fillings and frostings, shall be served or consumed inside the facility. Amplified music will be allowed inside of the facility, and shall not exceed 60 decibels. **No additional areas of the clubhouse, pool area or association property can be used to set up any items for use at this event.** The Homeowner/Tenant agrees that use under this Agreement will comply with all laws of the United States, the State of Colorado, all ordinances, rules and regulations of Arapahoe County and the City of Aurora and the requirements of the local police and fire departments. **It is understood that the Homeowner?/Tenant will be billed a \$100 fine if the decoration policy is violated.**
10. **Nuisance.** The Homeowner/Tenant acknowledges that no music or other activity within the clubhouse community room will be loud enough to cause a nuisance or disturb the peace and tranquility of neighbors or other persons utilizing the clubhouse or pool amenities.
11. **Parking.** The Homeowner/Tenant acknowledges that parking is available only on a first come, first serve basis. Function guests may not park in areas not designated as parking areas. Cars parked in inappropriate areas must be moved upon request or will be towed at the owner's expense.
12. **Vendors and Suppliers.** Subject to prior agreement being made with the Association, the Homeowner/Tenant agrees that entertainment companies, caterers, florists, photographers and all other third parties providing services for the event, will coordinate their arrival and departure times to coincide with the base use period. **If the facility is not left vacant after the completion of the rental, it is understood that a \$100.00 tear-down fee will be assessed.**
13. **Assessments to the Homeowner.** The Homeowner agrees that violation of any of the above provisions may result in fines or fees, as described herein, being billed to the Homeowner, at the discretion of the Association's Board of Directors, or designated representative, acting under the authority of the Board of Directors. Further, any such violation may preclude the Homeowner from using the Clubhouse in the future.
14. **Limitation of Liability and Indemnification.** The Homeowner/Tenant agrees that neither the Association, nor the managing agent, nor their agents, employees nor staff shall be liable for damage or loss to the guests' property, of whatever kind or nature. The Homeowner/Tenant further agrees that the Association, nor the managing agent, nor their agents, employees or staff, shall be liable for injuries to persons or property occurring within or around the Clubhouse. The Homeowner/Tenant 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 attorneys' fees in

defending against the same, arising in any way out of the use, operation, or maintenance of the Clubhouse, its facilities, or equipment.

15. Insurance. The Homeowner/Tenant agrees that they will be responsible for all insurance respecting the facilities during their use under this Agreement, and will assert no claim of coverage under any insurance policy of the Association applicable during the period of such use.

16. Attorney's Fees. 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 attorney's fees. Any sums of money owed by the Homeowner, pursuant to the terms of this Agreement, or which may be owed as a result of a breach of any of the terms of this Agreement, shall be treated as a Reimbursement Assessment against the Homeowner for any unpaid assessment and interest thereon, together with reasonable attorney's fees incurred by the Association incident to the collection of the assessment or enforcement of such lien. All amounts due, and not paid when due, shall bear interest from the due date until paid, at the rate of 15% annum. The Association shall have all rights available under the Association's governing documents for enforcement of the provisions of this paragraph.

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Homeowner Signature: _____ **Date:** _____
(Signature required)

Association Representative Signature: _____ **Date:** _____

Security Deposit Received\$ _____ **Check#** _____

Rental Fee Received\$ _____ **Check#** _____

Notes:

CLUBHOUSE COMMUNITY ROOM INFORMATION SHEET

Association Name:	BALTERRA CONDOS
Clubhouse Access:	Homeowner Key Fob
Clubhouse Meeting Room Amenities:	FULL KITCHEN, FOLDING CHAIRS & TABLES, SM ROUND DINING TABLE, COUCH, LOVE SEAT & BATHROOMS. ROUND GLASS TABLE CANNOT BE MOVED
Capacity:	35
Deposit Amount:	\$200.00
Rental Amount:	\$50.00

Homeowner Assessment Status	MUST BE CURRENT
Homeowner Must be Present:	YES UNLESS RESIDENT TENANT IS PRESENT AND HAS HOMEOWNER WRITTEN PERMISSION
Homeowner Must make reservation:	YES- TENANT CAN USE THE CLUBHOUSE COMMUNITY ROOM WITH PERMISSION LETTER FROM HOMEOWNER.
Reservation Time Restrictions:	ALL EVENTS MUST END BY 10:00PM; One reservation per day
Reservation Date Restrictions:	RESERVATIONS –SUBJECT TO ON-SITE CLUBHOUSE COMMITTEE VOLUNTEERS BEING AVAILABLE TO ASSIST
How Does Homeowner Get In?	VOLUNTEER GIVES KEY TO HOMEOWNER/RESIDENT AT INITIAL INSPECTION
Where is key returned?	VOLUNTEER GIVEN KEY AT POST-FUNCTION INSPECTION WITH HOMEOWNER/RESIDENT OR KEY IS LEFT IN KITCHEN DRAWER FOR PICKUP WHEN ROOM INSPECTION COMPLETED
Who to notify of reservation:	CALL MANAGEMENT COMPANY, 303.671.6402 EXT.18 CLUBHOUSE COMMITTEE NOTIFIED VIA E-MAIL WITH DETAILS
Access to pool and patio not included in Reservation:	ACCESS TO POOL and PATIO NOT ALLOWED BY PARTICIPANTS. VIOLATORS SUBJECT TO LOSS OF POOL AND CLUBHOUSE PRIVILEGES.
Access to pool patio	NOT ALLOWED
Special Instructions:	RESERVATIONS NEED TO BE CANCELLED 7 DAYS IN ADVANCE WITHOUT PENALTY. \$10.00 ADMIN FEE IF NOT CANCELLED 7 DAYS PRIOR.
Deposit Instructions:	DEPOSIT RETURNED AFTER POST FUNCTION INSPECTION BY COMMITTEE AND APPROVAL TO REFUND IS RECEIVED