

DANCING WILLOWS METROPOLITAN DISTRICT

CLUBHOUSE USE OR RENTAL AGREEMENT

This Agreement is made and entered into by and between the Dancing Willows Metropolitan District and the Applicant named below for use of the Dancing Willows Clubhouse. The use or rental of the Clubhouse property shall be for the type of function indicated below and shall be in accordance with the provisions of this Agreement and the "Clubhouse Rules and Regulations" adopted by the Board of Directors of the District and attached hereto and incorporated herein by this reference:

Applicant's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (H) _____ (W) _____

Date of Function: _____ Is this a commercial function? _____

Hours of Function _____ (include set up and clean up) Clubhouse must be vacated by 11:00 PM.

Date & Time for Return of key _____ (no later than 48 hours after function)

Number of Guests _____

Will food be served? _____ Will alcohol be served? _____ **Note: Alcoholic Beverages are not to be sold on the premises at any time.**

Will Kitchen be used? _____ Will there be music? _____ Will there be dancing? _____

Resident rental fee is \$250 per event and a \$350 refundable security deposit which may be refunded after an inspection is completed following the function and the Clubhouse is found to have been left in an acceptable condition.

For Non-District Applicants, the annual membership fee of \$700, a \$500 security deposit and the \$350 Clubhouse Rental Fee must accompany this Agreement. The security deposit will be refunded within 7 days after an inspection is completed following the function and the Clubhouse is found to have been left in an acceptable condition. The Applicant is responsible for the payment of actual repair or replacement costs for all Clubhouse property damaged or lost as a result of or occasioned by the Applicant's use of the Clubhouse and Clubhouse property.

The Applicant making the reservation must be in attendance for the ENTIRE duration of the function and is responsible for following and completing the checklist. If the items on the "Checklist" are not

completed in a manner acceptable to Reservation Volunteers, this may result in the forfeiture of all or part of the security deposit and the levy of additional charges as determined by the Board of Directors.

All guests' cars must be properly parked in the parking areas provided, and the Clubhouse parking lot area is to be cleaned of any party debris prior to leaving the Clubhouse at the end of the function.

The swimming pool and swimming pool deck area are for the Dancing Willows community and cannot be reserved as part of the Clubhouse function. The access gate to the swimming pool is not to be opened by anyone other than under specific authority of District representatives. Swimming attire is not allowed at any time in the clubhouse.

NOTE: In addition to being responsible for payment of repair of all damages and costs of collection, including attorneys' fees, any applicant in breach of this Agreement or in violation of any of "The Clubhouse Rules & Regulations," may be required to appear before the Board of Directors for approval of any future reservations. The Board of Directors has the right to suspend privileges to any Applicant who has, in the opinion of the Board, violated "Clubhouse Rules & Regulations" or terms of this Agreement. In addition, violation of this Agreement and/or "Clubhouse Rules and Regulations" may result in forfeiture of all or part of the security deposit and the levy of additional charges as determined by the Board of Directors.

I understand and agree to abide by the terms of this Agreement and the "Clubhouse Rules and Regulations." I understand that I am responsible for any loss or damage of the Clubhouse property or surrounding areas which may occur as a result of this function and agree to hold the Dancing Willows Metropolitan District harmless from any and all liability or damage resulting from the actions of myself, my family, or any attendees at the function. I acknowledge that I have read this Agreement and the "Clubhouse Rules and Regulations," which are incorporated herein by this reference.

This AGREEMENT entered into on (date) _____

Signature of Applicant _____ Date _____

Accepted by: _____

Amount collected: _____

The Clubhouse is available to community members of the Dancing Willows Metropolitan District for private social functions. To reserve the Clubhouse, contact Reservation Volunteers, Bob or Sharon Vaninger at 303-875-6433 well in advance of your function to ensure your reservation. The Applicant for the reservation will be responsible for any damage to the premises occurring during their use of the Clubhouse, including, but not limited to, damage to any furniture or fixtures. Non-District Members may rent the Clubhouse for a fee of \$850.00 (\$500.00 refundable) per day and the purchase of an annual membership. Fee payment and security deposit must be made prior to renting the Clubhouse.

A. RESERVING THE CLUBHOUSE BY DISTRICT MEMBERS

1. Application for a reservation may not be made more than three (3) months prior to the requested date; however Dancing Willows community members may submit an application for a one time reservation up to twelve (12) months in advance. This exception shall be limited to not more than once every calendar year. The rental fee shall be included with application. Rental fee shall be \$250.00 with a \$350.00 refundable deposit. Make checks payable to Dancing Willows Metro District, mail to:

Bob or Sharon Vaninger
5732 S. Union Court
Littleton, CO 80127

2. A "Clubhouse Rental Agreement" must be completed, signed and returned to Reservation Volunteers at the time of the reservation.
3. The key to the Clubhouse will be available to the Applicant no later than 5:00 p.m. the night before the event and may be given earlier at the discretion of Reservation Volunteers. A \$10 key deposit is to be paid and refunded upon key return within 48 hours of event.
4. An Event Use Checklist will be provided with the key. This is to be completed, signed, and returned with the key to avoid additional charges. After inspection by Reservation Volunteers, the security deposit will be returned within 7 days.

B. RESERVING THE CLUBHOUSE BY NON-DISTRICT MEMBERS

1. Non - District members are required to purchase an annual membership in the amount of \$700 per year.
2. The application for reservations may not be made more than two (2) months in advance or less than seven (7) days in advance.
3. A "Clubhouse Rental Agreement" must be completed, signed and returned to Reservation Volunteers at the time of the reservation. Deposits, membership fee and rental fee must also be paid at this time.
4. Two checks must be prepared for the rental of the clubhouse, one for the refundable security deposit in the amount of \$500.00 and the other in the amount of \$1050.00 for the annual membership fee and the Clubhouse Rental Fee, with the "Clubhouse Rental Agreement" to Reservation Volunteers. The checks are to be made payable to the Dancing Willows Metropolitan District.
5. The key to the Clubhouse will be available to the Applicant no later than 5:00 p.m. the night before the event and may be given earlier at the discretion of Reservation Volunteers.
6. An Event Use Checklist will be provided with the key. This is to be completed, signed, and returned with the key to avoid additional charges. After inspection by Reservation Volunteers, the security deposit will be returned within 7 days.

C. PROCEDURES DURING THE EVENT

1. Events shall not begin before the time as specified in the Clubhouse Rental Agreement, except by prior consent of Reservation Volunteers; and shall terminate at the time specified in the Clubhouse Rental Agreement, but no later than 11:00 p.m.
2. The Applicant reserving the Clubhouse must be in attendance at all times during the event. The Applicant is responsible for the conduct of all guests.

3. All vehicles must be properly parked in lots provided. Improperly parked vehicles may be towed at the owner's expense.
4. The swimming pool and swimming pool deck area are for the Dancing Willows community and cannot be reserved as part of the Clubhouse function. Swimming attire is not allowed at any time in the clubhouse.
5. Under no circumstances shall alcoholic beverages be sold at events. The Applicant is responsible for preventing the serving of alcohol to minors. The Applicant shall hold the Dancing Willows Metropolitan District harmless from any and all liability or damage resulting from the actions of an intoxicated guest.
6. No pets are permitted in the Clubhouse.
7. No smoking is allowed within the Clubhouse.
8. Doors and windows are to be kept closed when the heat or air conditioning is in use.

D. PROCEDURES AT THE CONCLUSION OF THE EVENT

1. The Event Use Checklist shall be completed and returned with the key within 48 hours to Reservation Volunteers.

E. PROCEDURES FOLLOWING THE EVENT

1. Cleaning the Clubhouse is the responsibility of the Applicant and shall be completed no later than the date and time indicated in the Clubhouse Rental Agreement. An authorized representative will inspect the premises for violations and review the completed Checklist. Non-compliance with any of the Checklist items will result in billing the Applicant to have the items satisfactorily completed and/or forfeiting all or part of the security deposit.
2. The Applicant reserving the Clubhouse is responsible for payment or replacement cost for all items damaged or lost as a result of, or occasioned by the Applicant's use of the property. This may result in forfeiting of the security deposit or a special assessment by the Board of Directors including any costs of collection and legal fees.

3. It is the responsibility of the Board of Directors to insure the repair or replacement of all Clubhouse property damaged during a private or community event as soon as possible.
4. The security deposit, for Non-District Members, is to be refunded 7 days after the event, if there is no damage or additional items that need to be addressed and providing the Applicant and Reservation Volunteers have completed the Checklist. For non-compliance, Reservation Volunteers shall have jurisdiction over all disagreements in the matter. Appeals of the decision of Reservation Volunteers may be made to the Board of Directors.

F. GENERAL RULES

1. The Board of Directors may sponsor Dancing Willows community events on dates not booked by private events at no fee. In the event damage occurs at a community sponsored event, the person or persons causing the damage will be held responsible for the repairs.
2. An individual may be denied use of the Clubhouse for the following reasons:
 - i. History of negligence concerning Clubhouse rules, policies, or procedures.
 - ii. Other reasons deemed substantial by the Board of Directors.
3. Reservation Volunteers are responsible to the Board of Directors. Reservation Volunteers are responsible for insuring an inspection of the Clubhouse for damage and that the Checklist has been satisfactorily completed by the Applicant prior to the returning of any deposits. Reservation Volunteers are to report all infractions to the District Manager.
4. The Board of Directors and CRS is to be provided with a schedule of events occurring in the Clubhouse every month.

DANCING WILLOWS METROPOLITAN DISTRICT

SCHEDULE OF FEES

Fees shall be assessed as follows for non-residents of Dancing Willows Metropolitan District:

\$700.00 per year -a household membership

\$500 per event - security deposit for Clubhouse Rental

\$350 per event - Clubhouse Rental Fee

Fees shall be assessed as follows for residents of Dancing Willows Metropolitan District:

\$250 per event - Clubhouse Rental Fee

\$350 per event - security deposit for Clubhouse Rental

DANCING WILLOWS CLUBHOUSE

USE INSTRUCTIONS

This information is being provided to acquaint you with the Dancing Willows Clubhouse and assist you with your use of the space.

1. The front door is to remain unlocked during all events. Upon leaving the Clubhouse, the door must be locked from the outside with the key. Check that the door will not open - note that even when locked the handle will turn.
2. There are two (2) thermostats in the Clubhouse. One to the right of the kitchen, the other to the right and around the corner of the MEN's room door. They are to be set at 84 for Cool and 60 for Heat when the room is not being occupied. Be sure they are returned to these settings when event is completed. Keep all doors closed when cooling or heating the Clubhouse.
3. Lights and fans are operated in the following manner:
 - a. Upon entering Clubhouse there is a set of 3 switches to the right of the front door. The top button reads "Welcome" and turns on the overhead lights. This is normally the only switch needed except for the lights in the kitchen area. The middle button reads "Entertain" and turns on the overhead lights and fans. The bottom button reads "Away" and will turn off the overhead lights and fans.
 - b. The fans are also controlled by a switch behind the left door in the utility room adjacent to the MEN's room but normally does not need to be used since the

"Welcome" and the "Entertain" buttons will accomplish the same thing.

- c. The kitchen lights are controlled by the two switches to the left of the door to the storage/pantry room and above the counter. To operate these switches just press each button quickly and release. The lights will slowly turn on or off.
 - d. When leaving the Clubhouse, the kitchen lights must be turned off as they were turned on See 3 above. The rest of the lights and fans will shut off by pressing the "Away" button on the switch pad next to the front door. The fireplace needs to be turned off separately.
 - e. There is a similar switch pad near the door leading onto the patio near the WOMEN's room.
4. The switch operating the fireplace is located to the right of the Fireplace and is merely an ON/ OFF switch.
 5. The lights in the MEN's & WOMEN's rooms work automatically by turning on when one enters and after one leaves they will automatically shut off after a time delay.

At the end of your event, please follow these instructions:

1. All trash must be removed at the end of your event. Two cans are provided for your use. They must be washed out at end of event to prevent odor and pests. There is no trash pick-up at the Clubhouse.
2. You must provide your own dishwashing soaps, detergents, dish rags, towels, and paper towels.
3. The kitchen area is to be left clean - sink and counter tops wiped down. Run disposal to clear any residue.
4. Refrigerator and freezer are to be completely empty and wiped down inside.
5. Restock bathrooms with paper products. These are in storage closet next to kitchen. The key for the towel dispenser is kept in the top of the wall unit in the Women's bathroom. Please replace it to this location. Fill the soap containers from supply in storage closet.

6. Sweep floor and vacuum carpet as needed. Clean up any spills on carpet or tile.
7. Return all furniture to positions indicated on attached floor plan. See attached Clubhouse layout plan.
8. Close all window blinds on the West and South sides of the building to conserve heating or cooling of the room.
9. Please leave the Clubhouse in excellent condition for the next user and preserve this fine amenity in our community.
10. Upon leaving the Clubhouse, the door must be locked from the outside with the key.

Check that the door will not open - even when locked the handle will turn.