

# **THE POND HOA** **CLUBHOUSE RESERVATION AGREEMENT**

The undersigned, whose name and address appears on the signature page of this Agreement, hereby agrees to reserve the clubhouse facility, owned and operated by The Pond Homeowners Association, Inc. (the Association), subject to the following terms and conditions:

1. **EXTENT OF USE:** This Agreement does not apply to the tennis courts or the pool area. The undersigned understands that Pond homeowners that are current in their assessments may reserve the Clubhouse. The Pond clubhouse may not be reserved by a Pond homeowner for anyone who does not reside in the Pond.
2. **TERMS OF RENTAL:** The term of this use commences on:  
Begins on: Date \_\_\_\_\_ Day \_\_\_\_\_ at \_\_\_\_\_ am - pm  
Ends on: Date \_\_\_\_\_ Day \_\_\_\_\_ at \_\_\_\_\_ am - pm
3. **DEPOSIT:** To secure the reservation, this agreement must be signed, dated and have both a \$200, and a \$75 check attached. The undersigned agrees to place a **deposit of \$200 (check payable to The Pond HOA)** along with a separate check for **\$75 (payable to Maximum Property Management, for processing and inspection)** before a key to the clubhouse is received. A key will be **delivered to you one (1) day prior to event.** If the facility is left in good condition, and the key is ready to be **picked up within two (2) days after your event,** the deposit check of \$200 will be returned. You may view the facility by appointment only. If damages are done, or if clean up is not satisfactory in the sole discretion of the Association, and Maximum Property Management, the deposit will be used for the repairs and additional clean up as required. If the deposit is insufficient to pay for damage and/or clean up, the undersigned agrees to pay for any and all additional costs. The undersigned agrees that in addition to any other actions the Association may take, the undersigned and their family and guests will be denied access to the facility until such additional funds have been paid. The \$75 check is not refundable if the key has already been delivered.
4. **ATTENDANCE:** Per the Arvada Fire Department the occupancy limit for The Pond Clubhouse is 40 people. This is posted inside the clubhouse, and is for the safety of everyone. If this fire code capacity is violated, the Fire Department will terminate the event, and the person signing this agreement will be responsible for the violation. The undersigned certifies that there will be \_\_\_\_\_ **persons** in attendance at this function. All persons ages 20 or under are to be accompanied by adults at all times.
5. **RULES:** The undersigned shall be responsible for assuring that all individuals using the facility comply with this Agreement, The Pond Homeowners Association Declaration and the Rules and Regulations. All Rules and Regulations will be strictly enforced. The Association reserves the right to enter the facility during the period of use by the undersigned to eject any person(s) behaving in a disorderly manner or contrary to the rules and Regulations of the Association, or to prevent any damages or destruction to the facilities.
6. **NOISE:** The undersigned shall be responsible for assuring that all guests comply with limiting noise as to not disturb homeowners.
7. **POOL USE ACKNOWLEDGEMENT:** I acknowledge that reservation of the clubhouse is not a reservation of the pool and all individuals using the facility swim at their own risk. I acknowledge that swimming and other activities involved in the use of the recreational facilities are potentially hazardous; that injuries could result from accidents, negligence or carelessness of others; and I knowingly accept and assume all known and unknown risks of all the individuals, family, guests and invitees using the recreational facilities.

- 8. **ALCOHOLIC BEVERAGES:** Alcoholic beverages are strictly prohibited at any youth function and in the pool area. The undersigned shall comply with all state and local laws concerning alcoholic consumption. No alcohol will be served to minors or to anyone who appears to be under the influence of alcohol. No charge shall be made for alcoholic beverages, either directly or indirectly. Anyone who appears to be under the influence will not be allowed to drive a vehicle.
- 9. **LIMITATION OF LIABILITY/INDEMNIFICATION:** I acknowledge that damages and accidents can occur from the negligence or carelessness of individuals. I accept and assume all responsibility for 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 insurer of guarantor of the safety and well being of anyone at any event 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.

**I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE POND HOMEOWNERS ASSOCIATION, INC., IT'S OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, COMMITTEES AND MEMBERS FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, DEMANDS, JUDGMENTS OR DECREES, INCLUDING ATTORNEY FEES, OF ANY KIND AND NATURE THAT MAY ARISE BECAUSE OF MY USE OF THE RECREATIONAL FACILITIES OR FOR ANY OTHER REASON, INCLUDING THE NEGLIGENCE OF THE ASSOCIATION, OR THROUGH MY ACTIONS, OR THE ACTIONS OF ANY OF MY FAMILY, TENANTS, GUESTS, OR INVITEES. THIS RELEASE IS EXECUTED WITHOUT RELIANCE UPON ANY PROMISE, STATEMENT OR REPRESENTATION BY THE ASSOCIATION OR IT'S REPRESENTATIVES OR ATTORNEYS, CONCERNING THE FACILITIES, ANY DAMAGES OR LEGAL LIABILITY THEREFORE, OR ANY OTHER MATTER**

- 10. **ASSIGNMENT:** This Agreement may not be assigned.
- 11. **CLEAN UP:** The undersigned agrees that the clubhouse will be left in a neat and clean condition, and agrees to sign The Pond Checklist before any release of the above mentioned deposit.
- 12. **HOURS:** The undersigned agrees that all items on The Pond Checklist will be completed and the facility will be **cleaned & vacated by** \_\_\_\_\_ on the date of the reservation.
- 13. **BALLOONS:** Balloons are not allowed inside the clubhouse as they get in the ceiling fans and cause damage. The undersigned will be responsible for any damage.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND BELIEVE IT IS FAIR AND REASONABLE, THEREFORE, I HEREBY AGREE TO THE TERMS OUTLINED HEREIN.**

\_\_\_\_\_  
Homeowner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone #1

\_\_\_\_\_  
Phone #2

**Note:** The \$75.00's is not a cleaning fee. If clubhouse is not satisfactory inside & out - you will not be called to return and re-clean. Your \$200 deposit will be forfeited.

## POND HOA - - OWNER LIABILITY STATEMENT

**THIS STATEMENT MUST BE SIGNED BY ANY OWNER THAT HAS A TENANT –OR RENTER- CURRENTLY LIVING IN THEIR POND HOME WHO HAS REQUESTED A RESERVATION FOR USE OF THE POND CLUBHOUSE AND FACILITIES**

- Tenants who reserve the Pond Clubhouse for a private party are responsible for its care. The OWNER or Tenant's OWNERS assume all liability for any cost incurred for repair and/or replacement of any damage that may occur to the interior of its furnishings. Any damage to the outside, inside, or its contents will be figured on an individual basis and will be payable within thirty (30) days after tenant and owner is notified of same.
- I have read and understand all of the information contained herein. I agree that a violation of any of these regulations may result in FORFEITURE OF THE RESERVATION DEPOSIT AND FEES. I further agree that any damages, replacements, or clean-up charges will be in addition to the deposit and figured on an individual basis. Should additional charges not be paid, they will become part of the OWNER'S account and shall follow the procedures for delinquencies as set forth in the declaration.

**\*\*By signing this Liability Statement I assume ALL responsibility for my tenants. Failure of tenants to not follow all HOA rules and regulations may result in future denial of usage for all facilities.**

### Owner Information

Name: (Print): \_\_\_\_\_ (Sign): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_

I understand my tenant has requested to reserve the Pond Clubhouse for:

Date: \_\_\_\_\_ Time \_\_\_\_\_

Type of event: \_\_\_\_\_ #of People: \_\_\_\_\_

### Tenant Information

Name: (Print): \_\_\_\_\_ (Sign): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_