



**Sapphire Pointe Master Association Clubhouse
Homeowner Rental Agreement and Policy**

**c/o TMMC Property Management
PO Box 1540, Castle Rock, CO 80104
303-958-9623, Fax 303-814-8267 tmmc@tmmccares.com**

Homeowner _____ Date of Event _____

Address _____

Home Phone _____ Alternate Phone _____

Type of Event _____

Event Times _____ Expected Attendance _____

Additional Contacts _____

Upon the signing of this contract, the following will be paid with separate checks payable to the Sapphire Pointe Master Association.

_____ \$500.00 Refundable Security Deposit _____ \$100.00 Nonrefundable Rental Fee

Use Restrictions

Maximum occupancy is 50 people.

The deck is not part of the rental space and cannot be used for clubhouse rentals until further notice.

It is understood that the Homeowner is responsible for set-up and teardown of all furniture and decorations.

It is also understood that the Association will bill the Homeowner for any damage to the facility.

Homeowners are required to pay the rental fees and deposit at the time of the reservation and will be designated as the responsible party.

If extra cleaning (cleaning above and beyond the normal cleaning required for the clubhouse) is needed, the Association will charge a minimum \$75.00 cleaning fee.

Homeowners are limited to two (2) rental periods per month.

The rental period must be reserved through TMMC Property Management 14 days in advance of the event.

The rental period runs from 9:00 AM to 10:00 PM or as otherwise reserved between those hours.

Homeowner 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 PART OF THE RENTAL AGREEMENT AND STANDARD HOMEOWNER RESTRICTIONS APPLY.** The pool will not be used after 8:00 PM. The security guards have the authority to close the pool at their discretion in times of severe weather, lightning storm or as they otherwise deem necessary.

No pets or animals of any kind shall be allowed within or on the pool/clubhouse property.

Additional Terms

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

- 1. Availability.** The pool area is available to all residents during normal operating hours. **THE POOL IS NOT PART OF THE RENTAL AGREEMENT AND STANDARD HOMEOWNER RESTRICTIONS APPLY.** The Homeowner acknowledges that they will not have exclusive use of the pool area, and that other residents of Sapphire Pointe may use the pool at the same time as the event being held. The Homeowner agrees that no one in the party will interfere with any other use of the pool. The Homeowner also represents that the event is a private function, by invitation only, and is not open to members of the general public. Events may not be for-profit functions whereby there is an opportunity for a profit to be gained. If management receives knowledge of potential monetary benefits, the event will immediately be cancelled and the deposit and rental will be immediately forfeited. It is also acknowledged that the Homeowners right to use the clubhouse for this event is subject to (a) Members' rights under the Declaration of Covenants, Conditions and Restrictions for Sapphire Pointe Master Association, (b) being in good standing with the Association 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. All rentals will be conducted during the hours of 9:00 AM and 10:00 PM.
- 2. Cleaning.** Upon conclusion of the event, the facility will be left vacant, all decorations will be removed and trash will be bagged and placed in the outside receptacles. All equipment and furniture will be returned to their proper storage locations or removed. Standard cleaning, including vacuuming, surface cleaning, mopping hard floors, cleaning the kitchen and refrigerator and restrooms will be performed, as needed, by the Homeowner. The Homeowner 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 minimum \$25.00 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.
- 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. Notification and Scheduling.** All business and social functions should be requested, and scheduled, at least two (2) weeks (14 days) in advance. It is not guaranteed that a requested date will be available. Each Homeowner may rent the clubhouse for two (2) rental periods during any given month. Functions may be cancelled no less than seven (7) days in advance without penalty. It is understood that the penalty for cancellation of a function, less than seven (7) days in advance, is a \$10.00 administration fee.
- 5. 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 Sapphire Pointe Master Association.

6. **Alcoholic Beverages.** Alcoholic beverages may be served as long as the Homeowner abides by the following conditions:
 - a. No fee will be charged, either directly or indirectly (i.e. no cash bar) for the sale or consumption of alcoholic beverages.
 - b. No alcoholic beverages, including 3.2 beer, will be served, at any time, to any person who is under 21 years old or no any intoxicated person.
 - c. It is acknowledged that the Association does not hold or maintain a liquor license, and this permission to serve alcoholic beverages does not constitute a liquor license. The Homeowner will be solely responsible for compliance with the liquor laws of the State of Colorado. No alcoholic beverages will be served or consumed outside of the clubhouse on the deck.
 - d. If any person, under the age of 21 attending the event, whether invited or uninvited, brings alcoholic beverages onto the clubhouse premises, the Homeowner will take action to have such beverages removed from the premises. If necessary, the Homeowner will call the police to seek assistance with the enforcement of the policy. At any event, in which the majority of the attendees are under 21 years old, the Homeowner will assure that there is at least one (1) adult chaperone present at all times for every 10 persons under 21 years old.
 - e. If any adult (persons 21 years old or older) attending the event, whether invited or uninvited, is abusing or misusing alcohol on the clubhouse premises, the Homeowner will take action to have such activities stopped, and if necessary, notify the police to seek assistance.
 - f. The Homeowner agrees to arrange alternate transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. The Homeowner agrees that they are solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at their event.
7. **Smoking.** The Homeowner acknowledges that the clubhouse and pool areas are NON-SMOKING facilities. No smoking is allowed anywhere within the fenced areas of the clubhouse and pool at any time. The Homeowner agrees that violation of the no smoking provision will be sufficient reason for assessment of an additional \$100.00 fine.
8. **Use Restrictions.** 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. 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 the facility and shall not exceed 60 decibels. The Homeowner 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 Douglas County and the Town of Castle Rock and the requirements of the local police and fire departments. It is understood that the Homeowner will be billed a \$100.00 fine if the decoration policy is violated.
9. **Parking.** The Homeowner 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.
10. **Vendors and Suppliers.** Subject to prior agreement being made with the Association, the Homeowner 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 \$50.00 tear-down fee will be assessed.

11. **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, any such violation may preclude the Homeowner from using the clubhouse in the future.

12. **Limitation of Liability and Indemnification.** The Homeowner agrees that the Association, nor the managing agent, nor their agents, employees or staff shall be liable for damage or loss to the guests' property, of whatever kind or nature. The Homeowner 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 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.

13. **Insurance.** The Homeowner 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.

14. **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.

Homeowner Signature _____ **Date** _____

Association Representative Signature _____ Date _____

Rental Fee Received \$_____, Check #_____

Security Deposit Received \$_____, Check #_____

Notes
