

**The Dakota Ridge Village Community Association  
Community Center Rental Agreement**

The Dakota Ridge Village Community Association (the "Association") currently operates and maintains a community center within the Dakota Ridge Village community (the "Community Center") located at \_\_\_\_\_ . This Community Center Rental Agreement ("Agreement") is required to be completed and returned to the Association at least \_\_\_\_ days prior to the date of reservation.

Name of Owner and Tenant (if applicable) or Non-Resident Renter: \_\_\_\_\_

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

Applicant's phone number: \_\_\_\_\_ Owner's phone number: \_\_\_\_\_

Applicant's E-Mail: \_\_\_\_\_ Owner's E-Mail: \_\_\_\_\_

Date of Reservation: \_\_\_\_\_ Time: \_\_\_\_\_ a.m. /p.m. to \_\_\_\_\_ a.m. /p.m.

Purpose of Reservation: \_\_\_\_\_

**Permitted Use:**

- The Community Center may be used and/or rented by The Dakota Ridge Village Community Association Owners, Tenants, and their guests, and, additionally, may be rented by non-resident third-parties who do not reside in The Dakota Ridge Village Community Association ("Non-Resident Renter").
- The Owner, Tenant, or Non-Resident Renter, as applicable, agrees to be present during the entire time of permitted use.
- Pursuant to building code limitations, total occupancy shall not exceed 109 people.

**Security Deposit:**

- A deposit of \$250 must be provided by the undersigned as security for use of the Community Center. Such security deposit shall be given to the Association along with this completed Agreement when reservation is approved
- The Landlord Owner assumes all responsibility for his/her Tenant(s) for said person's use of the Community Center.
- The undersigned agrees that no damages will be caused to the Community Center and that the Community Center will be returned to its original condition by the end of the event and if chooses to clean the community center themselves they will clean all of the following areas. A cleaning/condition checklist is as

follows:

Arrival	Departure	Area to be cleaned
		Carpet is vacuumed and free of stains or other damage
		Tile & wood floors are swepted and wet mopped
		Trashcans are empty and the trash has been removed.
		Trash liners replaced on all trash cans
		Appliances are clean inside and out
		Toilet bowls are clean
		Eaxtra chairs are put away neatly
		Furniture is clean and free of stains and damage
		Furniture is returned to its original position without damage to the floors
		All doors are locked and secured when you leave
		All lights are turned off inside the building
		Remove all personal belongings, the HOA is not responsible for lost or stolen items

- Decorations: Existing décor, decorations, and furniture in the Community Center may not be removed and/or altered for any event without express written permission. Any decorations supplied by Owner must comply with fire ordinances and may not be fastened to the walls with thumb tacks, tape, staples, nails or anything that would puncture or damage the walls. Rice, birdseed, confetti, glitter, luminaries, sparklers, fireworks, potpourri, and other difficult-to-clean materials may not be utilized in the Community Center.
- The Community Center is smoke-free and no pets are allowed in the center at any time.
- The Association may use all or part of the security deposit as necessary to clean, repair, or replace any damage to any part of the Community Center, whether the undersigned was personally involved or not.
- In the event the need for maintenance, repair, or replacement of any portion of the Community Center is caused by the willful or negligent act of an Owner, Tenant, or any guest thereof, and the costs therefor exceed the amount of the security deposit, the Association may charge the Owners for all associated costs as an Individual Assessment under The Declaration of Covenants, Conditions, and Restrictions of Dakota Ridge Village ("Declaration"). Such Individual Assessment shall be added to the Owner's account and collected in the same manner as other Assessments.
- In the event the need for maintenance, repair, or replacement of any portion of the Community Center is caused by the willful or negligent act of a Non-Resident Renter, or any guest thereof, and the costs therefor exceed the amount of the security deposit, the Association shall have all rights allowed under this Agreement and Colorado law, including the right to bring a breach of contract action to recover damages.
- The undersigned understands and agrees that the Board and its designated representatives shall be the sole judge of whether such cleaning, repairing or replacing is required. This determination will be made within three (3) business days after the date of use. The undersigned (Owner or Non-Resident Renter) will be notified thereafter in writing, within fourteen (14) days, if any such action will be required by the Association. Such notice will include the necessary cost to clean, repair, and replace the damage. Thereafter, any unused portion of the security deposit will be returned to the undersigned.
- If no such cleaning or repairs are required, the security deposit will be returned in full to the undersigned within ten (10) days.

**Prohibited Activities/Usage:**

- No illegal drugs on the premises.
- No smoking, including marijuana, within the Community Center or within 100' of the building.
- No unreasonably loud noises, bright lights, odors, or other matters that might disturb the surrounding residents. Such activities shall be considered disturbing to surrounding residents, if any such activities can be heard, seen, or smelled 100 feet outside of Community Center walls. If such events occur, in the sole discretion of the Board, then the event may be terminated immediately.

- Noise ordinance to follow the same as the city of Boulder.
- No overnight usage.
- No third-party usage.
- No open invitation to the general public. Each guest must be personally invited by the undersigned.

**Consumption of Alcohol:**

- State and County codes must be adhered to with regard to the consumption of alcohol.
- The undersigned hereby agrees and confirms no one under the age of 21 will be consuming alcohol within the Community Center, or premises thereof.
- If alcohol will be consumed in the Community Center:
  - A certificate of insurance verifying coverage in an amount not less than \$1,000,000 must be procured and must name the The Dakota Ridge Village Community Association as an additional insured. Such certificate must be provided by the undersigned to the Association a minimum of one (1) week in advance of the date of reservation. Failure to do so will void the usage agreement and result in cancellation of the event by the Association.
  - No sale of alcohol is permitted.
  - The renter MUST discontinue the service of alcohol at least one hour prior to the end of the scheduled event.
  - The renter must verify there is to be no underage drinking.

**Miscellaneous:**

- The Association reserves the right to terminate a function in progress for any violation(s) of this agreement. If the Association terminates an event, the undersigned agrees to immediately remove his/herself and all guests from the Community Center premises and to the forfeiture of the security deposit.
- Owners who are delinquent in any Assessments or other charges due to the Association, or currently in violation of any other duties imposed by the Declaration, Bylaws, or Rules and Regulations, are not eligible to reserve the Community Center until the Association determines the delinquency or other violation is cured.
- In the event the undersigned is a Tenant, the Owner(s) must also sign this Agreement.
- Regularly scheduled events (i.e. weekly/biweekly) are not permitted.
- Cancellation of events made less than 48 hours prior to the event will be subject to a \$25 cancellation fee.

**Indemnification/Release:**

- The undersigned waives all claims of liability on his/her behalf and on the behalf of his/her representatives, successors, assigns, agents, contractors, licensees, invitees, Tenants, guests, or family members for any claims such individuals have, or may have in the future, against the Association arising from, or in any way related, to use of the Community Center. The undersigned agrees to indemnify and hold harmless the Association, its officers, directors, agents, employees, successors, and assigns from and against any and all claims, liabilities, losses, demands, and court costs (including reasonable attorney fees) based on claims asserted against Association and/or Board members for damages, personal injury to, or death to any persons, that arose out of, or are in any way related, to use of the Community Center.
- The undersigned assumes all responsibilities, risks, liabilities, and hazards incidental to the activities applied for (including, but not limited to, the serving of alcoholic beverages), and hereby release and forever discharge the Association, its officers, directors, and members from any and all claims, costs, causes of action, and liabilities for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse and any other areas on the condominium property.

**Governing Law:**

- The validity, meaning, and effect of this Agreement will be determined as provided by the law of the State of Colorado applicable to agreements made and to be performed in the State of Colorado.

**Attorney Fees:**

- In the event that any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a breach of this Agreement, or arising out of a breach of this Agreement, the prevailing party shall recover all of such party's attorney fees and costs incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions. As used in this Agreement, attorney fees shall be shall be deemed to mean the full and actual cost of any legal services actually performed in connection with the matters involved, calculated on the basis of the usual fees charged by the attorney performing such services and shall not be limited to "Reasonable attorneys fees" as defined in any statute or rule of court.

**Venue:**

- Venue shall be proper in Boulder County, Colorado.

**Mediation:**

- Mediation, if agreed upon by the parties, may be pursued before any lawsuit is filed or any costs assessed by the Association against an Owner. Any mediation must be done so using a trained mediator. If the parties to the mediation cannot agree, within 30 days of the request for mediation, on the mediator then, within 10 days: (a) each party shall choose a qualified person as defined herein, and those so selected shall then appoint a third qualified person to be determined in their sole discretion, and (b) in the event a party fails to select a qualified person as specified in subsection (a), the person selected by the other party shall be deemed acceptable to both parties and shall act as the mediator. The costs of mediation shall be split equally.

\_\_\_\_\_  
(Owner/Non-Resident Renter signature)

\_\_\_\_\_  
(Tenant signature – if applicable)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)