

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) _____ (C) _____

Email Address: _____

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

Hours of Function: _____ * (include set up and clean up) Will alcohol be served: Y / N

Number of Guests: _____ (Maximum capacity of 92 allowed per fire code)

- *Clubhouse must be vacated by 11:00 p.m.
- Note: Alcoholic Beverages are not to be sold on the premises at any time.

All Rental times include setup and cleanup.

Full Days are 8 AM to 11 PM.

Full day rental fee is \$200.00 per day with a \$350.00 refundable deposit which may be refunded after an inspection is completed following the function if the Clubhouse is found to have been left in an acceptable condition.

Partial Days are either 8 AM to 4 PM **OR** 4 PM to 11 PM.

Partial day rental fee is \$100.00 with a \$350.00 refundable deposit which may be refunded after an inspection is completed following the function if the Clubhouse is found to have been left in an acceptable condition.

For Non-District Applicants, the annual membership fee of \$700.00, a \$500.00 security deposit and the \$350.00 Clubhouse Rental Fee must accompany this Agreement. The security deposit will be refunded within 7 days after an inspection is completed following the function if 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 completing the checklist complying with the Dancing Willows Clubhouse USE INSTRUCTIONS.

If the USE INSTRUCTIONS are not completed in a manner acceptable to the Clubhouse Committee, 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' vehicles 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.

Please note the patio awning is not to be used on windy days. Wind can cause damage to the awning.

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. _____ (initial here)

NOTE: In addition to being responsible for payment of repair of all damages and costs of collection, including attorney's 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, a violation of this Agreement and/or "Clubhouse Rules & 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.

The Renter shall be liable for any loss, damage, or injury sustained by any person by reason of intentional acts or negligence of the Renter. All contractors, vendors or service providers providing services to the Renter on District property are required to have insurance, including Commercial General Liability Insurance, subject to at least limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

I understand and agree to abide by the terms of this Agreement and the "Clubhouse Rules & 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 action of myself, my family, or any attendees at the function. I acknowledge that I have read this Agreement and the "Clubhouse Rules & Regulations," which are incorporated herein by this reference.

This AGREEMENT entered into on (date) _____

Signature of Applicant _____

Accepted by: _____

Amount collected: _____

Please include 2 separate checks upon return of this document. One for the rental and one for the deposit.

If the event is more than 80 days away, please date the deposit check to the date of the event.

