

MOUNTAIN SIDE HOMEOWNERS ASSOCIATION

Frisco, CO | 970-468-9137 | www.srghoa.com/location/mountain-side/

FACILITY USE AGREEMENT

This AGREEMENT is entered between _____
(**Renters/Property Owners**) and the Mountain Side Homeowners Association (**Association**) for purposes of utilizing a facility at the Clubhouse.

1. **Nature of the Agreement.** This Agreement defines terms and conditions for space within the Association Clubhouse, located at 550 Bills Ranch Road, Frisco, CO 80443. All persons using the facility must be lodged in Mountain Side Condominiums and/or Mountain Side Patio Homes/Duplexes. Property Owners must be in good standing with the Association in order to reserve the Clubhouse.
2. **Refundable Damage Deposit.** The refundable damage deposit is \$500. If it is determined that damage has occurred, the deposit will be returned less actual repair and cleaning costs. If repair and/or cleaning costs exceed the damage deposit amount, the Property Owner's account will be charged the difference. Payment must be made via check. Checks are made payable to the Association and must be submitted at the time of execution of this rental agreement.
3. **Non-Refundable Rental Fee.** The non-refundable rental fee is \$25.00 per hour for renting the upstairs Clubhouse, not to exceed \$100.00. Payment must be made via check. Checks are made payable to the Association and must be submitted at the time of execution of this rental agreement. Non-refundable deposits will be deposited upon receipt.

Event Description: _____
(Please Detail)

Event Date(s): _____ **Time(s):** _____

Number of Attendees: _____

Notes: _____

Property Owner / Renter Name

Signature

Date

Phone Number

Mailing Address

Physical Address

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TERMS AND CONDITIONS OF AGREEMENT

Association Staff will perform a walk-through of the facility before and after the event.

In order to rent the Mountain Side Clubhouse, the Property Owner must be:

- A minimum of twenty-one (21) years of age;
- In attendance during the entire time of the planned event and/or service including set up and clean up;
- In good standing with the Association.

Please note that the Association Staff is NOT responsible for setup, and all Property Owners will be required to clean the facility after the event and/or service.

The Association reserves the right to reject any rental request if it is determined that the rental:

1. Competes with any programs that are offered by the Association;
2. Disrupts or impairs Association normal operations;
3. Is inconsistent with the image, reputation, purpose or function of the Association;
4. Any other reason as determined by the Board of Directors or the Community Manager.

In the event a rental request is rejected, the Association shall have no liability, whether direct, indirect or consequential, to the Property Owner or any other person for damage or other remedy, except for a refund of the damage deposit on the condition and in accordance with the terms of this paragraph.

Reservations are made on a first come, first served basis. Your reservation cannot be accepted if the space requested is already booked. Community events on the calendar will take precedence.

Set up of the room is the responsibility of the Property Owner unless prior arrangements are made and confirmed with the Association. If set up is done by the Association it is at the established hourly rental rate.

Clean up of the room(s) is the responsibility of the Property Owner. Stains on the walls and flooring are the responsibility of the Property Owner. If the room is not properly cleaned, as determined by the Association staff, cleaning charges will be assessed to the Property Owner at the sole discretion of the Association. If the fees for damage or clean up exceed the security deposit the Property Owners Association account will be invoiced. It is the responsibility of the Property Owner to conduct an entry and exit walk through to verify the condition of the room, completing the provided Rental Agreement Closing Checklist.

No solicitation is allowed on Association property without prior, written approval of the Association. The Association's name or logo may not be used as an endorsement.

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Property Owner acknowledges that parties and consumption of alcoholic beverages are potentially hazardous activities. Property Owner accepts and assumes all known and unknown damages and risks that might arise, and waives any claim they might have against the Association. This Release is executed without reliance upon any promises, warranties, statements or inducements by the Association. Property Owner will not serve alcohol to minors or to anyone who appears to be under the influence of alcohol. Property Owner will not allow anyone who appears to be under the influence to drive.

Supervision by the Property Owner signing this agreement is required in all areas subject to this agreement. Failure to do so will be grounds for immediate termination of the event and/or service and participants will be asked to leave the Facility and the damage deposit will be forfeited.

Property Owner acknowledges that, except as specifically provided herein, Property Owner will not have exclusive use of the Premises and those other portions of the Premises may be used by different individuals or entities. During the scheduled use period, Property Owner will have exclusive use of the rented Premises, except in the event of an emergency.

All events in the Facility are specifically for the Property Owner's invited guests. Events open to the general public will not be permitted. The fee for non-member events will be set at the discretion of the Board of Directors. The Property Owner is responsible for their invited guests at all times.

Property Owner acknowledges that the Clubhouse is a non-smoking facility. Smoking is strictly prohibited anywhere within the interior of the Clubhouse. No smoking is permitted on limited and general common elements within 20 feet of any building to include all decks, front and back, and garages.

Use of the Facility may be subject to such additional use restrictions as may be imposed by the Association's Board of Directors or the Community Manager.

Property Owner agrees that use under this Agreement will comply with such additional use restrictions, all laws of the United States, the State of Colorado, all ordinances, rules and regulations of the Town of Frisco, County of Summit, requirements of the local police and fire departments, and the Covenants, Conditions and Restrictions, Bylaws, Articles and all other rules and regulations of the Mountain Side Homeowners Association, Inc.

This Agreement is non-transferable. Violation of this provision of any Agreement or any of the Association's rules, procedures, or regulations, will result in the immediate termination of this Agreement and planned event and/or service and forfeiture of the full damage deposit.

The Association reserves the right to modify or terminate any Facility Rental Agreement and room reservation schedule to accommodate program changes or other unforeseen circumstances. When a room reservation must be changed or cancelled, the Association will notify the Property Owner as soon as possible. If the Property Owner and the Association cannot agree upon a mutually agreeable alternative date and time for the room rental, the Facility Rental Agreement shall be deemed terminated and the Property Owner will receive a full refund. In the event that the Property Owner must cancel a reservation, 2-weeks notice is required in order to receive a full refund on the non-refundable deposit.

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The Property Owner is responsible for paying full replacement cost and full repair cost, as determined by the Association for any property loss or damages resulting from the use of the Association property by a Property Owner or their guest(s).

The Association will not assume responsibility for any injury while participating in any rental event. Nor will the Association be liable for lost or stolen items while guests or participants are using the facilities on the rental premises.

I, the undersigned, for myself, my heirs, and assigns, do hereby release the Association and its branches, employees and agents from any claims for injury, death, and/or loss or damage I may suffer as a result of my rental.

The Property Owner certifies that he/she has read, understands, will abide by and will communicate to all individual users the Association policies, rules and regulations as stated herein.

WE HAVE READ THE FOREGONE, HAD THE OPPORTUNITY TO REVIEW, DISCUSS, AND UNDERSTAND IT.

Property Owner / Renter Name

Signature

Date

Phone Number

Mailing Address

Physical Address

For Office Use Only

Damage Deposit Check# ____

Rental Check# ____

Damage Deposit Returned Date ____

Signature _____

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Waiver Agreement:

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE Summit Resort Group, Inc. (Management), the Mountain Side Homeowners Association (the "Association") or, its directors, officers, employees, and agents from all liability to the undersigned, his/her personal representatives, assigns, heirs and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, while the undersigned is in, upon, or about the Premises or any Facility or equipment therein, or while participating in the services provided by Property Owners.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS Management and the Association from any loss, liability, damage or cost he/she may incur due to actual damage caused while in, upon or about the Clubhouse Premises or while using any Facility or equipment of the Clubhouse or while participating in any program affiliated with the Clubhouse. In the event of any court proceedings related to this agreement, the prevailing party shall be entitled to an award of reasonable legal fees and costs.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE while in, about, or upon the Premises of the Clubhouse while using the Premises or any Facilities or equipment thereon or while participating in services provided by Property Owners.

THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Notwithstanding the foregoing, nothing herein shall release, waive, discharge, or indemnify the release from liability for loss, damage, or any claim arising directly or indirectly from gross negligence or the willful acts of Management or the Association, and further nothing herein shall abrogate or diminish the obligation of any insurer to fulfill its insuring obligation under any applicable policy of insurance.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

THIS IS MADE EFFECTIVE ON THE DATE OF EXECUTION BELOW.

Property Owner / Renter Name

Signature

Date

Phone Number

Mailing Address

Physical Address