The Copperleaf Arboretum Clubhouse Rules for Usage

<u>Facility Hours:</u> The Arboretum Clubhouse rental hours are from 8:00 A.M. to Midnight. Set-up and clean-up time must be done within this time period. Rental of the facility includes the clubhouse and fence-enclosed patio. Access to and use of the pool as part of the clubhouse rental is prohibited.

<u>Resident Use:</u> The Arboretum Clubhouse use is for Copperleaf Homeowners Association resident members who are in "good standing". The Copperleaf resident must be present at all times when renting The Arboretum. Priority for rentals will be given to Association-sponsored events.

For the purpose of this policy, a "member in good standing" is defined as a member who (a) has paid all required assessments, late fees, legal fees and other charges due for services rendered by the Association; (b) has paid all fines or any other monies due to the Association; and (c) is found to be in compliance with the provisions of the Declaration and the Association's published rules, regulations, policies and procedures. For homes that are rented, rental occupants may use The Arboretum only if the owner agrees to be present for the entire rental function.

GENERAL RULES

Alcohol: The user will serve any alcoholic beverages in compliance with any and all applicable federal, state and local laws and regulations that relate to the serving of alcoholic beverages. The sale of alcoholic beverages is prohibited. The user agrees to serve only those people 21 years of age or older and to ask for identification from all persons to whom alcoholic beverages are to be served. The user agrees not to serve alcoholic beverages to anyone who appears to be under the influence or alcohol or drugs. The user agrees to discontinue the service of alcohol at least one hour prior to the end of the scheduled event.

Animals: No animals, with the exception of trained guide, aid or assist dogs, will be allowed in The Arboretum.

<u>Cleaning:</u> The user is responsible for cleaning The Arboretum per the checklist. This includes removal of all trash on the grounds and parking lot surrounding The Arboretum. The rental fee does not include cleaning of the facility. Failure to clean the entire facility (kitchen, hallway, restrooms, great room, etc.) will result in a portion or all of the damage deposit being withheld.

<u>Concessions</u>: Concessions of any type are strictly prohibited unless pre-approved in writing by the Copperleaf Homeowners Association Executive Board.

<u>Decorations:</u> No decorations may be tacked to anything within The Arboretum. With written approval, items may be taped to surfaces using only masking or painter's tape.

Equipment: No Association equipment, such as the sound system, shall be altered or moved by the user of The Arboretum. The user is responsible for bringing his/her own linens, dishes, cutlery, etc. The user is responsible for all set-up and tear-down. All Arboretum furnishings must be replaced in their original positions as shown on the attached plan, if moved for an event. The large conversational furniture grouping around the fireplace may not be moved. Furniture and equipment located in The Arboretum is not available for loan, rent or use off premises by any person or organization. Glass containers are not allowed on the patio area due to pool safety considerations.

Event Monitor: Residents are required to use a professional security firm hired by the Association who will be present for the entire event, including set-up and clean-up time.

<u>Fires/Open Flames:</u> No candles or other open flames are permitted in The Arboretum. Chafing dishes requiring Sterno-type canned heat sources are permitted. BBQ grills may not be used anywhere on the premises.

Grounds and Parking Lots: Parking at The Arboretum is limited to members using the facility and their guests. No parking will be allowed in The Arboretum parking lot at any time except during hours of operation. Overnight parking is strictly prohibited. All users and their guests shall park in designated parking areas only. Violators may be issued citations by local law enforcement and may be subject to towing at vehicle owner's expense. Vehicles are restricted to established roadways and parking lots and are not to be driven on grassed areas, sidewalks or trails. The Arboretum and parking lot may not be used for flea markets, car washes and other commercial use, unless preapproved in writing by the Copperleaf Homeowners Association Executive Board.

<u>Insurance</u>: Users of The Arboretum must provide a copy of his/her homeowners insurance Declaration Page as proof of liability coverage.

<u>Lost Articles:</u> The Association is not responsible for lost or stolen articles. All lost articles must be picked up in person. Articles left at the clubhouse will be held for a period of 2 weeks and then donated to a local charity of the Association's choosing.

<u>Music/Noise:</u> All amplified sound must be turned off at 10:00 P.M. This includes the outdoor patio, pool area, and main entrance. Use of amplified sound system is subject, at all times, to the applicable noise ordinance restrictions of Arapahoe County.

Occupancy & Fire Regulations: Occupancy is limited to 100 people per Fire Department and Copperleaf regulations.

<u>Patio</u>: Use of the fenced patio area is included in the clubhouse rental. However, the pool may not be used in conjunction with clubhouse rental. Renters are responsible for confining their guests to the patio area only.

<u>Playgrounds and Swimming Pools:</u> Playgrounds and swimming pools located on Association property are available for use by all Copperleaf residents. Use of such equipment is at the sole risk of the user. The Arboretum clubhouse may not be rented in conjunction with a pool party. All pool parties are to be held within the deck area of the pools only with no clubhouse access.

Prohibition of Non-Association Programs, Lessons and Activities: The Arboretum may not be used to provide, conduct or solicit any activity, program, or other event for profit, financial gain or otherwise by any business or person unless such activity, program or other event is fully disclosed and pre-approved in writing by the Copperleaf Homeowners Association. Examples of such activities include, but are not limited to: conducting seminars or classes, or providing services as personal trainers or swim instructors (individuals not on payroll as employees of the Association or hired as independent contractors by the Association). Only the Copperleaf Homeowners Association staff and contractors may conduct personal training, swimming or other types of lessons in The Arboretum. Users found to be using the Facility in the above manner without permission are subject to immediate disciplinary action including, but not limited to, revocation of the user's "member" status and a suspension or permanent expulsion from The Arboretum and swimming pools.

<u>Simultaneous Events:</u> In some cases, both the great room area and the office room may be rented at the same time for separate events. Rentals of both rooms simultaneously will be made at the sole discretion of the Association.

<u>Smoking:</u> Smoking (and smokeless tobacco) is not permitted in The Arboretum or on the grounds and pool area surrounding the facility. This includes the parking lot, playground, and all surrounding areas.

<u>Supervision of Guests:</u> The Arboretum user who signs the contract must be present at all times during the event. The user is solely responsible to insure that all guests are informed of and follow the rules of the facility. A 1:10 ratio of adults to children is required for parties with guests age 18 and younger.

<u>Trash:</u> The user of The Arboretum is responsible to remove all of the event's trash and take it with them. No trash is to be placed in the free-standing trash receptacles outside the facility or on the facility grounds. After emptying the trash containers, the facility user is responsible to put new trash liners (provided by facility) in each container.

The Copperleaf Arboretum Clubhouse Rental Process and Rental Fees

Rental Process:

Facility rental may be scheduled by contacting the management company (303.466.2432) and leaving a message with your requested date and time. Confirmation of date and time will be provided within 24 hours.

A <u>minimum</u> of seven (7) days notice is required to schedule a facility rental, and a <u>minimum</u> four (4) hour rental period. Rentals may not be booked more than six (6) months in advance. Refunds of rental fees will be given only with 72 hour notice of cancellation of event.

Rental Fees:

Rental Rate:

\$40.00/hour* (includes set-up, event, and clean-up time) with a minimum 4 hour rental. This fee is used to cover expenses of the event monitor. If Event Monitor is required to stay beyond the booked rental time due to failure to complete cleaning, additional rental fees will be deducted from the cleaning and/or damage deposits.

*Rental rate on Thanksgiving, Christmas and New Year's Eve and New Year's Day is \$55.00/hour with a minimum 4 hours rental.

Damage Deposit:

\$500.00 (deposit check will be returned if no damage occurs)

Cleaning Deposit:

\$150.00 (your check for the full amount will be cashed if cleaning of the facility is deemed to not be adequate. \$115.00/hour will be deducted from the cleaning deposit for incomplete cleaning and any remaining amounts of the deposit will be returned.)

Building Capacity & Available Features/Equipment:

The clubhouse consists of a large Great Room, a small meeting room, a kitchen, a small coat closet, a janitorial closet, and restrooms. The maximum occupancy for rental events is 100. Interior photos of the clubhouse are available at www.copperleafhoa.org.

- The large sofa, 4 leather club chairs and rug in the Great Room may not be moved from their current locations.
- The Great Room (approximately 1700 useable sq. ft.) Has a maximum capacity of 100 theater-style; 70 banquet-style.
- The small Meeting Room (approximately 100 useable sq. ft.) has a capacity for comfort of 8 persons using 2 square tables (tables and chairs provided).
- The outside patio (approximately 1500 useable sq. ft.) has a maximum capacity of 50 banquet-style. Four ornamental iron bar-height tables with 4 chairs/table are provided on the patio.
- In addition to the tables/chairs/furnishings in the clubhouse, the Association also provides the following items for residents to use during their rental event:
 - one (1) 4' folding table
 - four (4) 6' folding tables
 - approximately thirty (30) folding chairs
 - High-speed wireless internet access is available (clubhouse and patio).
 - Music sound system (clubhouse only) consists of AM/FM radio and iPod docking station for use with renter's own iPod.
- Kitchen appliances include: dishwasher, double stainless steel sink, electric range with oven, refrigerator/freezer, convection wall oven, and convection/microwave oven. Dishes/cutlery/ utensils/cooking equipment and other appliances are not provided.
- Renter is responsible for removal of all trash from their event. Trash dumpsters are not provided and renters are not allowed to use the stationary trash containers at The Arboretum complex for their event trash.