

COPPERLEAF HOMEOWNERS ASSOCIATION, INC.

c/o Vista Management Associates, Inc.

8700 Turnpike Drive Suite 230, Westminster, CO 80031

Phone (303) 429-2611 Fax (303) 429-2632

Date:

Centennial, CO 80015

Dear Homeowner:

The Arboretum Clubhouse Rental Information

Your request to schedule an event at The Arboretum clubhouse at Copperleaf has been tentatively scheduled for the following date:_____. Your event will be confirmed upon receipt of three checks.

All of which should be payable to Copperleaf HOA as follows:

DAMAGE DEPOSIT: \$500 or \$1000 for parties serving beer/wine.

Please send a check in the amount of \$500 or \$1000 (Reservation made with the usage of alcohol), payable to Copperleaf HOA for a damage deposit. Please date this check with the date of your rental. This check will not be deposited and will be returned to you after the event unless there is damage to the clubhouse or furnishings or theft of furnishings, in which case it will be deposited. Any damages incurred by Copperleaf above the damage deposit will be assessed against the Owner after notice and hearing.

CLEANING DEPOSIT: \$150.00

Please send a check in the amount of \$150, payable to Copperleaf HOA for a cleaning deposit. Please date this check with the date of your rental. This check will not be deposited and will be returned to you after the event unless there is additional cleaning required in which case it will be deposited. You have the option of mailing a check in the amount of \$115 to have the Association clean the facility for you.

RENTAL FEE: \$50/HR OR \$100/HR for parties serving beer/wine.

Please send a check in the amount of \$_____, payable to Copperleaf HOA for your rental fee. This check must have the current date and will be deposited upon receipt of your payment. In the event that you may need to cancel your event, a refund will be mailed to you.

Please note: Dates **CANNOT** be confirmed or reserved until the completed contract and required checks are received by Vista Management Associates. The clubhouse is available on a first come first serve basis.

Please send the above payments and this completed agreement to:

Vista Management Associates, Inc.

8700 Turnpike Drive Suite 230

Westminster, CO 80031

The rental event monitor will meet you at The Arboretum clubhouse to unlock the facility and to monitor the entire event, including set-up and clean-up time. Your cooperation in making these arrangements is appreciated as last minute requests cannot be accommodated. Please enjoy The Arboretum clubhouse and thank you for your cooperation with the Association regulations regarding its use.

Sincerely,

Vista Management Associates, Inc., Property Manager

encl.: Copperleaf Arboretum Clubhouse Rental Agreement

Copperleaf Arboretum Clubhouse Rules and Cleaning Checklist

COPPERLEAF ARBORETUM CLUBHOUSE RENTAL AGREEMENT

TO BE COMPLETED BY HOMEOWNER (Please print legibly)

Rental Date Requested _____ Time of Event _____

Homeowner Name: _____

Address: _____

Phone Numbers (please provide all):

Home _____ Work _____ Cell _____

Email Address: _____

Intended Use: _____

Will alcohol be served? _____ NO _____ YES IF YES, YOU ARE REQUIRED TO INCLUDE HOST LIQUOR LIABILITY INSURANCE CERTIFICATE WITH COPPERLEAF HOMEOWNERS ASSOCIATION, INC., VISTA MANAGEMENT ASSOCIATES, INC, SOUTH QUINCY RESIDENTIAL DEVELOPERS, INC., AND ROCKY MOUNTAIN HIGH SECURITY. AS ADDITIONAL INSURED.

Youth Party? _____ NO _____ YES # of People Attending _____

PLEASE READ CAREFULLY & INITIAL EACH ITEM BELOW. YOUR DEPOSIT WILL BE HELD IF RULES ARE NOT FOLLOWED AND/OR CLEANING NOT COMPLETED ACCORDING TO THE CLEANING CHECKLIST.

_____ I agree to inspect for cleanliness and report problems to the manager before my event.

_____ I agree to use the clubhouse for my personal use and have not rented it for a non-residents use. I agree to be on the premises at all times and will follow the rules given to me.

_____ I will complete cleaning of the clubhouse according to the clean-up checklist on the same day as the rental date. I understand I will be charged a minimum fee of \$115.00/hr. if the cleaning described in the checklist is not done and any additional expenses for clean-up or repairs will be deducted from my damage deposit. The determination of whether or not to withhold part or all of the deposit will be made by the property manager.

_____ I understand that I am responsible for my guests' actions and will comply with all city, state, and federal laws, including those with regard to alcohol consumption. I also assume any legal liability associated with the use of The Copperleaf Arboretum clubhouse.

_____ I have read The Copperleaf Arboretum Clubhouse Rules for Usage, the Copperleaf Arboretum Rental Fees, and The Arboretum Clubhouse Cleaning Checklist and agree to abide by the terms and conditions.

_____ I understand that any violation of the rules outlined in this contract will result in a loss of my entire damage deposit.

_____ Member hereby indemnifies and saves harmless the Association against any and all loss, damage, liability, claims, demands, cost or expense, including attorney fees and costs of litigation, arising from or in any way attributable to the activities of Member or any of Member's guests related to activities at or around The Arboretum without limitation, including injuries or deaths to persons and damage to property.

SIGN _____ **DATE** _____

TO BE COMPLETED BY PROPERTY MANAGER

- ALCOHOL USAGE ___ No ___ Yes If yes, Insurance Policy Received _____
- DAMAGE DEPOSIT: \$500 or \$1000 for parties serving alcohol. \$ _____ Chk # _____
- RENTAL FEE: \$50/HR OR \$100/HR for parties serving alcohol. \$ _____ Chk # _____
- CLEANING DEPOSIT: \$150 Chk# _____

Managers Comments:

COPPERLEAF ARBORETUM CLUBHOUSE RENTAL AGREEMENT

Rules for Usage

FACILITY HOURS: 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.** Clubhouse address is: 4895 S. Tibet St., Centennial, CO 80015.

RESIDENT USE: The Arboretum Clubhouse use is for Copperleaf Homeowners Association resident members (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: Members desiring to serve beer/wine at their private event in The Arboretum clubhouse are required to provide proof of host liquor liability insurance in the amount not less than \$1,000,000.00 (One million dollars) or to not serve liquor. The liquor liability insurance policy must name the following as additional insured: Copperleaf Homeowners Association, Inc., Vista Management Associates, Inc., South Quincy Residential Developers, Inc., and Metropolitan District Public Safety Group, LLC. The user will serve only beer/wine beverages in compliance with any and all applicable federal, state and local laws and regulations that relate to the serving of alcoholic beverages. Any alcoholic beverage other than beer and wine is expressly prohibited, including hard liquor. No kegs may be brought onto the property. The sale of alcoholic beverages is prohibited. Professional bartending services must be used for events in which attendance is expected to exceed 35 people over the age of 21. 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 of alcohol or drugs. **Alcohol cannot be consumed in the parking lot, pool deck or other Association common areas prior to or after the event.** The user agrees to discontinue the service of alcohol at least one hour prior to the end of the scheduled event. **The Association's security guard has the right to close the bar and the event and/or call law enforcement if guests become inebriated or belligerent or exhibit inappropriate behavior and you will lose your entire damage deposit. The Member is liable for any damages or injuries to guests, Association property, or staff.**

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

Cleaning: 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.

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

Decorations: 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 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. 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.

Fires/Open Flames: 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 pre-approved in writing by the Copperleaf Homeowners Association Executive Board.

Insurance: Users of The Arboretum must provide a copy of his/her homeowners insurance Declaration Page as proof of liability coverage. Users desiring to serve liquor at their private event in The Arboretum clubhouse are required to provide proof of host liquor liability insurance in the amount not less than \$1,000,000.00 (One million dollars) or to not serve liquor. The liquor liability insurance policy must name the following as additional insured: Copperleaf Homeowners Association, Inc., Vista Management Associates, Inc., and Rocky Mountain High Security, LLC.

Lost Articles: 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.

Music/Noise: 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.

Patio: 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. Glass items may not be used on the patio.

Playgrounds and Swimming Pools: 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 Executive Board or is a program offered 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.

Simultaneous Events: 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.

Smoking: Smoking of any substance (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.

Supervision of Guests: 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.

Trash: 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.

Violations: Violations of these Rules may result in the violator being banned from use of The Arboretum for a set period of time to be determined by the Association and/or loss of Common Area privileges.

Priority: Use of The Arboretum is allotted on a first come / first serve basis and completion of necessary paperwork.

COPPERLEAF ARBORETUM CLUBHOUSE

RENTAL PROCESS AND RENTAL FEES

EFFECTIVE JUNE 2016

Rental Process: Facility rental may be scheduled by contacting the management company (303.429.2611) and leaving a message with your requested date and time. Confirmation of date and time will be provided within 24 hours.

Rental Fees: A minimum of fourteen (14) days' notice is required to schedule a facility rental, and a minimum 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. Alcohol event policy must be received 2 weeks in advance of rental if serving alcohol.

Rental Rate: \$50.00/hour* OR \$100/hour for parties serving beer/wine (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 \$85/hour OR \$170/hr for parties with alcohol with a minimum 4 hours rental.**

Damage Deposit: \$500 or \$1000 for parties serving beer/wine. Deposit check will be returned if the facility is left as it was found, no items are missing, and no damage occurs. PLEASE NOTE ANY use of alcohol without the property paperwork or use of alcohol other than beer and/or wine with paperwork will result in complete forfeiture of your deposit.

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.). Member has the option of submitting a check for \$115.00 for the Association to clean the facility after the event in lieu of submitting \$150.00 cleaning deposit check.

All checks are payable to:

**Copperleaf Homeowners Association, Inc.
8700 Turnpike Drive #230
Westminster, CO 80031**

Arboretum Clubhouse 4895 S. Tibet St., Centennial, CO 80015) 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.

- Any report of use of alcohol other than beer and/or wine will result in complete forfeiture of the \$1000.00 deposit. This includes in the facility, parking lot, or anywhere on the grounds.
- 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:
 - Two (2) 4' folding tables
 - Four (4) 6' folding tables
 - Approximately fifty (50) 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, and 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 totes are provided, but depending on the day of the week they could be full. If so, renters must remove their trash from the Arboretum complex.

COPPERLEAF ARBORETUM CLUBHOUSE RENTAL AGREEMENT

Cleaning Checklist

- Replace all furniture to its original location, per attached drawing.
- Clean bathrooms (floors, sinks, toilets).
- Clean kitchen sink and countertops with cleaner (supplied). Wipe up all spills and remove burned-on food from oven. Clean inside of microwave.
- Remove all items from refrigerator. Clean refrigerator inside with cleaner (Windex).
- Clean all food/drink spills from furniture.
- Sweep all floors (broom supplied)
- Clean kitchen floor (mop supplied)
- Clean clubhouse floors (mop supplied)
- Vacuum all carpet areas and spot clean as needed (vacuum supplied)
- Remove all garbage and take home with you. Do not put it in trash receptacles on grounds outside building
- Replace trash bags in all receptacles (provided).
- Turn off all lights except emergency type lighting: 2 in ceiling of Great Room, 1 in kitchen, 2 in hallway
- Check that all patio doors are locked and main entrance is locked when you leave.

We appreciate you taking the time to make sure that all owners can enjoy
The Arboretum in a clean condition. Thank you!