

Four Mile Village Recreational Association

540 S Forest St, Denver CO 80246

Clubhouse Reservation & Rental Agreement

Section 1

*Reservations are considered booked only upon receipt of Reservation Form and Rental Agreement, Deposits and Fees. **Rental of Clubhouse is for non-commercial use only, not to be used for private or personal fund raising, profit in home sales, personal gain or profit or marketing purposes.**

Please complete separate checks for each day requested:

- **\$25** Rental Fee/day (*Fees are cashed and non-refundable*)
- **\$150** Deposit/day for FMVRec Unit Owners
- **\$300** Deposit/day for FMV Unit Registered Tenants

*(Deposits are held and refundable as long as there is no damage, all areas are left clean, and the Keys have been returned to the management company office **within 24 hours of the event date.**)*

Make checks payable to: Four Mile Village Recreational Association

Mail or Deliver Checks & Completed Forms to:

Wehner Property Management Co
280 S Madison St., Denver CO 80209

Today's Date: _____

Reservation Date Requested : _____

Requested Beginning-Ending Times:
(include set up and cleaning allowance) _____

Requesting Condo or Townhome Unit #: _____

Requesting
Owner Name: _____

Requesting
Registered Tenant Name: _____

Home #: _____ Work #: _____ Cell #: _____

Email: _____

Reservation Activity: (Describe activity planned below) Number of Guests in Attendance: _____

Owner/Tenant
Signature: _____

REQUESTING PARTY MUST REMAIN PRESENT IN CLUBHOUSE AT ALL TIMES.

WPM Inspection Results: *Damages/Charges*

Rev.7.7.21.rjw

Deposit Withheld: \$ _____ Deposit Returned: \$ _____

Date Returned: _____ Returned by: _____

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CLUBHOUSE RENTAL AGREEMENT SECTION 2

Instructions: Please complete and sign all sections of this form. Return with your two checks payable to: Four Mile Village Recreational Association, c/o Wehner Property Management Co., 280 S. Madison Street, Denver, CO 80209

Unit #: _____ Event Date: _____

Will alcohol be served: _____ YES _____ NO (If either yes or no you must complete this section by signing and dating below)

Will BYOB be allowed at the event: _____ YES _____ NO (If either yes or no you must complete this section by signing and dating below)

The undersigned hereby agrees to accept the Host Liquor Liability responsibility for the activity/event described herein held on _____ between the hours of _____ and _____. Four Mile Village Recreational Association holds no responsibility for you, your guests, or your servers.

The Association encourages you to have Private Event Liability Insurance Coverage, which includes liquor liability insurance.

The undersigned hereby acknowledges that Four Mile Village Recreational Association or its representatives are in no way to be held liable or responsible for the actions of the undersigned or his/her guests at or as a result of the event/activity held. The undersigned agrees that no alcoholic beverage of any sort will be served to any minor or intoxicated person. The undersigned agrees to be fully responsible for all accidents or claims that may arise as a result of any accident, injury, or damage to person or property during the time that the undersigned has the Clubhouse rented.

X _____
Requesting Renter Signature Date

SECTION 2 MUST BE COMPLETED & SIGNED EVEN IF NO ALCOHOL IS TO BE SERVED

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CLUBHOUSE RENTAL AGREEMENT SECTION 3

CLUBHOUSE RULES & GUIDELINES

Per the city of Denver orders, fully vaccinated individuals can use the pool with no restrictions, but any non-vaccinated individuals need to wear a mask when not in the pool and maintain social distancing.

Under no circumstances, will the Association sponsor events where alcoholic beverages are provided to or for anyone. BYOB will be acceptable, however, if you bring alcohol to any event, you are responsible for yourself and anyone you provide alcohol to and you are encouraged to have Private Event Liability Insurance Coverage in place at that time.

In no event shall anyone under the age of 21 years of age be allowed to consume alcoholic beverages on the premises.

No smoking of any kind, including e-cigarettes is allowed in the Clubhouse or in the fenced in area of the pool.

Rental of the Clubhouse does not include the pool area. Residents of Four Mile Village will continue to have use of the pool and fenced in pool area during any scheduled Clubhouse event. As a reminder there are no lifeguards on duty and anyone near the pool enters at their own risk.

The hours rented include setup and cleanup time of the Clubhouse for your event.

Reservation dates are confirmed ONLY upon receipt of application and fees. A full Clubhouse Reservation and Rental Agreement must be completed in all sections and submitted with the rental fee and security deposit.

Reservations will be accepted on a first come first-served basis. One week's advance notice is required, but it is suggested that you book your event as soon as possible to ensure that the facility will be available.

The requesting party MUST secure Private Event Liability Insurance to cover their liability and provide proof of coverage to the Association prior to the start of the event. Failure to obtain insurance coverage will result in the automatic cancellation of your reservation.

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CLUBHOUSE RENTAL AGREEMENT

SECTION 3 Continued

CLUBHOUSE RULES & GUIDELINES Continued

The Clubhouse may NOT be used after midnight (12:00 a.m.) for any event. Any event approved to continue after 10:00 p.m. must keep all doors and windows closed and the music turned down and contained to appropriate levels within the building so that it does not disturb area residents.

FMV Board Members and Management have the right to be present or visit the Clubhouse during the rental at any time. If during the visit it is found that any rule violation(s) exists the visiting Association representative may take appropriate actions, which includes, but is not limited to, ending the event with loss of fee and deposit.

The clubhouse may NOT be used for events open to the public, private or personal fund-raising events for any club or organization, personal gain, profit, or commercial use.

Failure to comply with this agreement, Clubhouse Rules, or the rules of Four Mile Village Recreational Association in full, will result in forfeiture of rental deposit.

The Clubhouse may be reserved by Owners and Registered Renters of Four Mile Village ONLY. The Pool Area and Clubhouse are NOT open to the public. The deposit amount for Unit Owners is \$150.00 and \$300.00 for Registered Tenants of FMV Units. The security deposit will be deposited to cover any costs incurred for damages to the clubhouse. If the deposit is insufficient to cover damages, the balance will be assessed to the owner of the unit associated with clubhouse rental.

Damage to any portion of the recreational area and improvements located thereon caused by an owner, his family, guests, or tenants shall be paid for by the Owner of the Unit. For the purpose of this agreement, tenants are considered guests of the Owner.

Parking during an event is subject to the Four Mile Village Recreational Association Rules and Regulations, including but not limited to the requirement for parking permits and/or guest passes prominently displayed. If additional parking is necessary for any reason, guests should park outside the complex on public streets.

The Clubhouse is to be cleaned and left in good condition. The renter is responsible for cleaning the facility after the event: removing all trash, vacuuming, mopping, returning furniture to original position, etc. The Keys and code will be available for pickup at Wehner Property Management Mon thru Fri, between 8:30 a.m. and 4:00 p.m., the day prior to the event and are to be returned within 24 hours after the event. If returned after hours, please deposit keys in the mail slot in the front door. Failure to clean the clubhouse or return the keys WITHIN 24 HOURS OF THE EVENT DATE will result in forfeiture of all or a portion of your deposit. Deposit may be held until Board of Directors, or its designated representative inspects the Clubhouse and surrounding areas following the planned activity.

For Reservations and Inquiries: Send an email to robert@russwehner.com to check availability to reserve the clubhouse and/or for more information.

The renter agrees that Four Mile Village Recreational Association, Inc., its directors, officers, and agents, shall not be liable for any accident, loss, damage or injury to the renter or his/her guests howsoever caused, nor to other persons or property. The renter agrees that he/she will not hold the Association liable in any way, whether such accident, loss, damage, or injury occurs on the common ground, or any part of the recreational facilities, parking areas, or adjacent areas. Renter agrees to assume all responsibilities, risks, liabilities and hazards incidental to the activities applied for (including, but not limited to, the serving of alcoholic beverages), and hereby releases and forever discharges the Association, its officers, directors and agents from any and all claims, costs, causes of action, and liabilities for personal injury or death or damages to or destruction of property arising from use of the Clubhouse and any other property or Common Areas within the Association.

Renter agrees to save, indemnify, and hold harmless Four Mile Village Recreational Association, Inc., and its directors, officers, and agents, from and against any and all damages, losses, liabilities, claims, costs, and expenses, including reasonable attorneys' fees asserted against any of the foregoing by the renter, his or her family, guests, employees, or invitees arising in any way out of the use, operations, or maintenance of the Clubhouse.

The Four Mile Village Recreational Board of Directors has the authority to deny a rental for any reasonable cause, as defined by the Board and consistently applied.

By signing this Agreement, the undersigned agrees to abide by the terms, conditions, rules, and regulations stated herein as well as such other rules and regulations as may be adopted by the Association from time to time.

X _____
Renters Signature Date