

THE RESERVE ON THE EAGLE  
RIVER HOMEOWNER'S  
ASSOCIATION

CLUBHOUSE  
RULES AND REGULATIONS

Revised June 2014

**The RESERVE  
CLUBHOUSE**

**RULES AND  
REGULATIONS**

**TABLE OF CONTENTS**

- A. Reserving the Clubhouse by HOA Members
- B. Procedures During the Event
- C. Procedures at the Conclusion of the Event
- D. Procedures Following the Event
- E. General Rules
- F. Adoption of Rules
- G. Clubhouse Use Agreement
- H. Event Checklist

## **CLUBHOUSE RULES AND REGULATIONS**

The Clubhouse is available to community members of The Reserve Homeowner's Association for private social functions. To reserve the Clubhouse the Applicant's should contact the Management Company well in advance of your function to ensure your reservation. The Applicant for the reservation will be responsible for any damage to the premises occurring during their use the Clubhouse, including, but not limited to, damage to any furniture or fixtures.

### **A. RESERVING THE CLUBHOUSE BY HOA MEMBERS**

1. Application for a reservation may not be made more than three (3) months prior to the requested date; however The Reserve community members may submit an application for a one time reservation up to twelve (12) months in advance. This exception shall be limited to not more than once every calendar year. The rental fee shall be included with application. Rental fee shall be \$100.00 with a \$350.00 refundable deposit. Make checks payable to The Reserve HOA (one check for the rental fee and a separate check for the deposit) and mail or deliver in person to the Management Company.
2. A "Clubhouse Rental Agreement" must be completed, signed and returned to the Management Company at time of reservation.
3. The key to the Clubhouse will be available to the Applicant no later than 5:00 p.m. the night before the event and may be given earlier at the discretion of the Management Company.
4. An Event Use Checklist will be provided with the key. This is to be completed, signed, and returned with the key to avoid additional charges.

## B. PROCEDURES DURING THE EVENT

1. Events shall not begin before the time as specified in the Clubhouse Rental Agreement, except by prior consent of the Management Company; and shall terminate at the time specified in the Clubhouse Rental Agreement, but no later than 11:00 p.m.
2. The Applicant reserving the clubhouse must be in attendance at all times during the event. The Applicant is responsible for the conduct of all guests.
3. All vehicles must be properly parked in upper paved lot. Improperly parked vehicles may be towed at the owner's expense.
4. The swimming pool and pool deck area are for The Reserve community and cannot be reserved as part of the clubhouse function. Swimming attire is not allowed at any time in the clubhouse.
5. Under no circumstances shall alcoholic beverages be sold at events. The Applicant is responsible for preventing the serving of alcohol to minors. The Applicant shall hold the HOA harmless from any and all liability or damage resulting from the actions of an intoxicated guest.
6. No pets are permitted in the Clubhouse.
7. No smoking is allowed within the Clubhouse.
8. Doors and windows are to be kept closed when the heat or air conditioning is in use.

## C. PROCEDURES AT THE CONCLUSION OF THE EVENT

1. The Event Use Checklist shall be completed and returned with the key within 48 hours to Management Company.

## D. PROCEDURES FOLLOWING THE EVENT

1. Cleaning the Clubhouse is the responsibility of the Applicant and shall be completed no later than the date and time indicated in the Clubhouse Rental Agreement. An authorized representative will inspect the premises for violations and review the completed Checklist. Non-compliance with any of the Checklist items will result in billing the Applicant to have the items satisfactorily completed and/or forfeiting all or part of the security deposit.
2. The Applicant reserving the Clubhouse is responsible for payment or replacement cost for all items damaged or lost as a result of, or occasioned by the Applicant's use of the property. This may result in forfeiting of the security deposit or a special assessment by the Board including any costs of collection and legal fees.

**THE RESERVE HOMEOWNER'S ASSOCIATION**

**CLUBHOUSE  
RULES AND REGULATIONS**

The Board of Directors of The Reserve HOA hereby declares that the following Rules and Regulations have been prepared and adopted to provide for the administration and operation of the Clubhouse. (Rates and fees contained in the Rules and Regulations shall be effective as of the date of the adoption.)

The Board of Directors hereby expressly reserve the right to make any lawful addition and/or revisions in these Rules and Regulations when and as they may become advisable to properly manage the HOA and to promote the peace, health, safety and welfare of the people residing in the community. These Rules and Regulations are supplementary to, and are not to be construed as, any abridgement of any lawful rights of the Board as outlined in the Colorado Revised Statutes governing Special Districts.

Adopted this 21<sup>st</sup> day of October, 2014

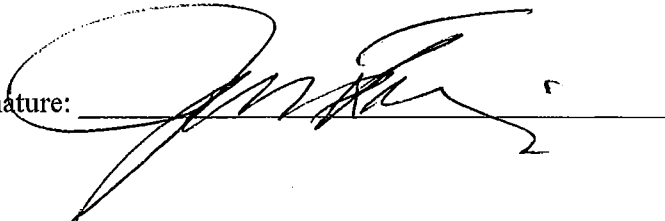
THE RESERVE ON THE EAGLE RIVER HOMEOWNERS ASSOCIATION

BY: Jess Frieza

DATE Oct 21, 2014

Attest: Sara Thurston McNeill

Signature: \_\_\_\_\_



3. It is the responsibility of the Board to insure the repairs or replacement of all Clubhouse property damaged during a private or community event are completed as soon as possible.

#### E. GENERAL RULES

1. The Board may sponsor The Reserve community events on dates not booked by private events at no fee. In the event damage occurs at a community-sponsored event, the person or persons causing the damage will be held responsible for the repairs.
2. An individual may be denied use of the Clubhouse for the following reasons:
  - i. History of negligence concerning Clubhouse rules, policies, or procedures.
  - ii. Other reasons deemed substantial by the Board.
  - iii. The Board may suspend a Member from use of the Clubhouse if the Members Association Assessment (dues) is not current.
3. The Management Company is responsible to the Board. The Management Company is responsible for the inspection of the Clubhouse and insuring the Checklist has been satisfactorily completed by the Applicant prior to the returning of any deposits. The Management Company is to report all infractions to the Board of Directors.
4. The Management Company will have available a schedule of events occurring in the Clubhouse every month.

# The Reserve on the Eagle River Clubhouse Usage Agreement

c/o McNeill Property Management, Inc.

2077 N. Frontage Road Suite D

Vail, CO 81657

970-479-6047

Application Date: \_\_\_\_\_

Event Date: \_\_\_\_\_

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

The Reserve Owner Name: \_\_\_\_\_ Unit: \_\_\_\_\_

Function Description: \_\_\_\_\_ Size of Group: \_\_\_\_\_

One person and one only, hereafter called the Sponsor / Lessee, will act on behalf of the Group on all levels of responsibility for usage of the Facility.

Sponsor/Lessee Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing Address:  
\_\_\_\_\_

A Damage/Security Deposit will be held and returned to the Sponsor/Lessee upon completion of the event and inspection of the facility. **The Facility is to be cleaned and emptied of all catering equipment and supplies.** You must make arrangements to have your catering staff remove equipment and supplies immediately after the function. They cannot remain until the next day. If damage has occurred, the deposit, less cost of repairs and/or cleanup will be returned. If these costs are greater than the deposit the Sponsor/Lessee will be billed for the balance. The usage fee will not be refunded if the Lessee changes or cancels event within 72 hours of the event.

Usage Fee payable to The Reserve: \_\_\_\_\_

Deposit Amount Payable to the Reserve: \_\_\_\_\_

**Special Requirements and/or Attachments:**

The Sponsor/Lessee has inspected the Facility; and is familiar with the present condition thereof and agrees to accept the Premises in such condition at the commencement of the lease term unless noted on event usage checklist.

A representative from The Reserve or Management reserves the right at any time to enter onto the premises to review Sponsor/Lessee actions and/or for any other reasonable purpose.

The Sponsor/Lessee shall not assign nor sublet the premise or any portion thereof.

The Sponsor/Lessee shall provide for appropriate policing of the premises to maintain public peace and order, litter and trash control, enforcement of policies and adherence to terms of the lease.

The Sponsor/lessee will be responsible for the conduct and control of participants and will ensure that all federal, state and county regulations are followed.

Under no circumstances are alcoholic beverages to be sold on the property.

The Sponsor/Lessee is not a department, agent or division of The Reserve or Management, but instead is a completely independent individual responsible for its own actions, control, management, and operations. It is understood and agreed that The Reserve or Management does not participate in the actions, control, management or operations of the Sponsor/Lessee. The Sponsor/Lessee, for itself and all of its legal representative, executors, agents, employees and assigns, as well as for all of those attending or participating in the Function which is the subject of this Agreement, agrees to defend and hold harmless The Reserve or Management, and each of its officers, directors, managers, employees, agents, drivers, equipment operators, representative, consultants, lessees, subcontractors, successors and assigns for and against any claim for damages as a result of or in any way arising from the actions, control, management or operations of the Sponsor/Lessee. In addition, Sponsor/lessee agrees to and does hereby waive, release and covenant not to sue The Reserve or Management, and each of its officers, directors, managers, employees, agent's drivers-equipment operators, representatives, consultants, lessees, subcontractors, successors and assigns (collectively, the "Releases") from any and all liability, claims, demands, actions, attorney's fees, costs, expenses, and causes of action whatsoever arising out of any described herein, including consequential damages, whether direct or indirect, in any way connected with or arising from the use of the Facility, whether such losses, damages, or injuries result from the negligence of, or any other unintentional tort committed by, the Releases or from some other cause.

Sponsor/Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Please initial the following items-

\_\_\_\_\_ I have read the information and understand all the implications set forth herein.

\_\_\_\_\_ I understand the building is closed and needs to be vacated by 11:00 pm or the deposit will be forfeited.

\_\_\_\_\_ I understand that if the trash is not disposed of properly and the clubhouse restored to its original condition, there will be a fee charged.

\_\_\_\_\_ Any charges for additional cleaning or damage to the clubhouse will be deducted from the security deposit.



## The Reserve on the Eagle River Event Checklist

The Homeowner is required to do a “walk through” with management PRIOR to the scheduled event to confirm the condition of the Clubhouse. The Homeowner is responsible for contacting management at 970-479-6047 and setting up the appointment. The Homeowner must also be available after the event to perform a walkthrough with management for a final inspection.

This checklist must be signed both before and after the event and final inspection.

There will be ZERO TOLERANCE for any ALCOHOL violation.

| Item                | Pre Event | Post Event | Comments |
|---------------------|-----------|------------|----------|
|                     |           |            |          |
| Carpet              |           |            |          |
| Walls / Pictures    |           |            |          |
| Lighting / Fixtures |           |            |          |
| Windows             |           |            |          |
| Furniture           |           |            |          |
| Tile floor          |           |            |          |
|                     |           |            |          |
| Women's bath        |           |            |          |
| Men's bath          |           |            |          |
|                     |           |            |          |
| Kitchen             |           |            |          |
| Countertops/Sink    |           |            |          |
| Refrigerator        |           |            |          |
| Range/stove         |           |            |          |
| Microwave           |           |            |          |
|                     |           |            |          |
| Deck                |           |            |          |
| Grill               |           |            |          |
| Benches             |           |            |          |
|                     |           |            |          |
| Clubhouse Key       |           |            |          |

|                           |  |
|---------------------------|--|
| Pre Event Date            |  |
| Owner Signature           |  |
| Management Representative |  |
|                           |  |
| Post Event Date           |  |
| Owner Signature           |  |
| Management Representative |  |