## SOUTHERN BLUFFS CLUBHOUSE RENTAL AGREEMENT

## FOR SOUTHERN BLUFFS HOMEOWNERS, Effective 11/10/2024

Southern Bluffs Clubhouse Contact: (970) 560-1960

801 Bluffs Blvd, Cortez, CO 81321

Renter Information: ALL BLANKS MUST B	BE FILLED IN
Name:	
Mailing Address:	
Driver's License #:	
Telephone Number: Emai	il:
Category of Rental (Circle all that apply.)	
\$100 per day	\$ 100.00
Additional Options:  Less than 1/2 day: \$40/hour with two  hours (	
	Daily Fee = \$
be deducted from the deposit; if within 5-9 da deposit check will be forfeited. Rental Period: <u>Rental Hours are from 8:00 am</u>	
Rental Dates:	Rental Hours:
# of People Purpose of Rental:	
(e.g., Private Party, Recept	tion, etc.)
FEES:  1. Rental Security/Cleaning Deposit	\$ 200.00 (Deposit will be held until facilit inspected for cleaning)
2. Daily Rental Rate (from above)	\$
3. Booking Fee	\$ 20.00
1. Booking Fee	\$ 20.00

## MAKE CHECKS PAYABLE OR MONEY ORDERS PAYABLE TO: Southern Bluffs HOA

A check or money order is required in the amount of the rental fee with a separate check or money order required in the amount of the deposit. A valid Driver's license is required if using a check. The deposit will be returned if the clubhouse passes inspection. If not, any deposit balance with be refunded by the Treasurer with a separate check. Checks returned for insufficient funds will be turned over to a collection agency and a surcharge added to cover the costs of collection. Your reservation is confirmed once your check and check for your deposit or money orders are received.

**Cancellation:** Notice of Cancellation must be received by the Clubhouse Manager <u>at least 10</u> days prior to your event to receive a full refund. Notice may be in writing <u>clubhouse@southernbluffshoa.com</u> or by calling the Manager at 970-560-1960.

The exclusive use of the Clubhouse and its facilities is available on a rental basis to *any Homeowner of record in good standing*. The daily rental rate is reduced for homeowners; however, a security/cleaning deposit is still required. Homeowners may rent the Clubhouse for friends or families if they accompany their guest at all times and are responsible for all fees and damages. Parties must remain in the Clubhouse area.

- 1. Occupancy is limited to a maximum of 75 people. Rental will include the use of tables and chairs.
- 2. No smoking is permitted anywhere on the facility property including parking lot.
- 3. All reservations for a Homeowner's private use of the Clubhouse must be made with the Clubhouse Manager. Availability is based on a first come, first served basis.
- 4. The reservation shall be considered binding when a Clubhouse Rental Agreement has been signed, approved and required rental fee paid. A Security/Cleaning Deposit in the Amount of \$200.00 (Personal check made out to Southern Bluffs HOA) is required of all rentals. Once signed a signed contract and checks have been received, your rental is confirmed.
- 5. Clean-up. All clean-up shall be accomplished before leaving the clubhouse on the last rental day. Garbage must be removed and properly disposed. Renters shall restore the facility (including the grounds and parking lot) to the condition in which it was found. In the event the Clubhouse requires cleaning and/or repairs after your rental, all or a portion of the deposit will be retained and used to offset the cost to restore the clubhouse to its original condition.
- All appliances (except refrigerator) and lights must be turned off before leaving.
- 7. Rentals involving minors must be supervised by at least one adult.
- 8. If alcohol is served at a SBHOA Clubhouse event, the Renter must be in compliance with liquor laws; no under-age service; no alcohol can be sold; the Renter alone is liable if alcoholic is served to those appear intoxicated. Any threat

to public safety due to alcohol consumption is the sole responsibility of the Renter. Alcohol may be consumed ONLY on the Clubhouse grounds

- 9. NO drugs are allowed on clubhouse property.
- 10. There will be NO lighting of fires, sparklers, fireworks, or any other type of incendiary device indoors or outdoors on the premises. Violations to this rule will result in a fine to be determined by the Southern Bluffs HOA Board.
- 11. No use of outdoor water faucets or any water games outdoors is permitted.
- 12. No object (e.g., decorations) can be attached to a wall, ceiling, beam, fan, door, or window with anything other than 3M Brand Blue Painters Tape or its equivalent. No markers are to be used on walls or on paper where marks could bleed through to walls. No glitter permitted in the facility because it is very difficult to clean up.
- 13. If entertainment is provided, the Renter must monitor the noise level so as not to interfere with residents living around the Clubhouse or others in the immediate area.
- 14. The Renter shall be fully responsible for all activities occurring in the Clubhouse during the Rental period and shall hold the Southern Bluffs HOA free and harmless of any damages or loss of personal property or any bodily injury suffered during or as a result of a Rental. The Renter, the person signing the rental agreement, must be present during the entire Rental.
- 15. Street signage and balloons for events are allowed. Signs must be removed by the end of the Rental period. Any remaining signage including, but not limited to, signs/balloons attached to street signs, etc. will be removed at renter's expense.

## PLEASE NOTE THAT ANY VIOLATION OF CLUBHOUSE RULES MAY RESULT IN FORFEITURE OF THE SECURITY/CLEANING DEPOSIT ALONG WITH ADDITIONAL FINES AS DETERMINED BY THE SOUTHERN BLUFFS HOA BOARD OF DIRECTORS.

This completed form must be presented to the Clubhouse Manager at the above address and permission must be secured by personal check.

I, the undersigned, have received a copy of the cleaning checklist, agree to take care of all items, and to leave the premises as they were before my rental.

I, the undersigned, agree to be responsible for any damage done to the facilities. The execution of this document is consent to this provision, including the fact that all deposits submitted may be retained by Southern Bluffs HOA at the discretion of the Board of Directors and/or the Clubhouse Facilitator, to apply toward such damages. Retention of such deposits by Southern Bluffs HOA will not relieve the undersigned from assessment for additional sums for actual costs to Southern Bluffs HOA to correct any damages or rule violations.

I, the undersigned, hereby agree to abide by all rules and regulations of the Board of Directors of the Southern Bluffs HOA and agree not to use the facility for any illegal or improper activities. I also understand that it is my responsibility to supervise all guests invited by me to

the Clubhouse and to require them to adhere to all rules and regulations governing the HOA and the Clubhouse.

I, the undersigned, understand and agree that violation of any of these regulations will result in the retention of the security deposit for any outstanding costs or fees until a condition of good standing exists. It may also result in Renter/Homeowner being denied future Clubhouse Rental privileges.

Signature of		
Homeowner:	Date:	
Name of Homeowner (please		
print):		
Approved		
by:		
Fan Cauthana Diuffa IIOA		

For Southern Bluffs HOA