

Prairie Village Owners Association Central Park Pavilion Rental Agreement and Rules and Regulations

TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

Please read this document carefully before signing. Once signed, this is a legally binding agreement.

Rental Criteria

Rental of the Central Park Pavilion is for the Pavilion ONLY and **does not include the entire Central Park**.

Any member of Prairie Village Owners Association in good standing may reserve the Central Park Pavilion. The Pavilion may be reserved only for non-commercial, non-profit use. Reservations may be made up to three (3) months in advance of an event on a first come, first serve basis. Homeowners will be responsible for the actions of their guests.

The member or responsible party signing this agreement shall be continually present during the entire event. If the Prairie Village Owners Association Board of Directors or Flagstaff Management, Inc. deems the usage of the area objectionable, it may, at its own discretion and without notice, terminate the rights of the user and retain the deposit. The homeowners, renters and guests agree to hold harmless and free from any liability, due to any misuse or misconduct during any event, the Prairie Village Owners Association, Prairie Village Owners Association Board, and/or Flagstaff Management, Inc.

Availability

Please contact Flagstaff Management, Inc. for the availability of the Pavilion prior to submitting in this agreement.

Fees

Renters must submit a refundable deposit check for \$100 with this agreement and prior to the scheduled event. If upon inspection after the event the facility is found to be in satisfactory condition, the un-cashed check will be returned. If the pavilion is not left in good order or in the condition which it was found, the check will be kept for unplanned cleaning and/or repairs. Any overages and/or deposits not collected due to insufficient funds will be added to your homeowner assessment account for collection.

Make check payable to "Prairie Village Owners Association" and bring it to Flagstaff Management, Inc. 2030 Terry St., Suite 104, Longmont, CO 80501.

Check-in

Upon arrival at the Pavilion for your event, if for any reason it is not clean, neat and ready for your event or if there are repairs needed, call the Community Manager **AT ONCE** at 303-682 0098. If it is after hours, please leave a message. Remember, failure to call immediately and report any problems may result in the loss of your deposit, as you may be held responsible for the cleaning or repairs/replacements that are needed, and any overages will be added to your homeowner assessment account for collection.

SMOKING: This is a non-smoking facility.

Member acknowledges that the Pavilion is a non-smoking facility. Smoking is strictly prohibited anywhere within the interior of the Pavilion.

PETS are not allowed in or around the Pavilion.

ABSOLUTELY NO BEER KEGS or dispensers of any type or size will be allowed in the Pavilion or on the premises. No fee shall be charged, either directly or indirectly, i.e. no cash bar, for the sale or consumption of alcoholic beverages. Member acknowledges that the Prairie Village Owners Association does not hold or maintain a liquor license. If anyone attending an event is abusing or misusing alcohol or any other dangerous or inappropriate behavior on the premises, Member will take action to have such activities stopped and if necessary will notify the police to see assistance. Member agrees that Member is solely responsible for any claim or liability that arises as a result of serving of alcoholic beverages or any other inappropriate behavior at Member's event. Live bands are not allowed. No loud speakers, sound amplifiers, radios, televisions or phonographs are allowed outside the building beyond those provided. Music and activities cannot disturb homeowners. You agree to begin winding down the party and the noise levels and must be completely over by dusk. Failure to adhere to this or any regulation or misuse will result in loss of future privileges. The Pavilion and exterior common areas surrounding must be left in a clean orderly fashion after the function and all trash/debris is to be taken with you.

Costs and Collections

Renter will be responsible for all costs incurred by Association as a result of this Usage Agreement, including but not limited to, damage by Renter or Renter's guests to any portion of the Pavilion or any costs associated with services rendered and paid for by the Association to fulfill or correct any implied responsibility of the Renter or any costs incurred by the Association to protect its interest in the prevention of any collections or liens against the Association related to services rendered for rental.

Any costs incurred by the Association will be deducted from the Renter's deposit check. If the cost of the cleaning, repairs or replacements are over and above the deposit check amount, the remainder will be added to the Renter's Homeowners Association Assessment Account, and will be subject to the collection and delinquency policies of the Prairie Village Owners Association. Renter will be responsible for any and all costs incurred by the Association for the collection of these charges, including but not limited to reasonable costs, court costs, and attorney fees. Association reserves the right to refuse future rental to any party who incurs damage/cleaning charges, regardless of whether or not those charges have been paid. Damaged or missing equipment and furnishings will be the obligation of the homeowner/member.

Rules

Renter acknowledges they have received, read, and understand the rules of the Prairie Village Owners Association. Renter further agrees to abide by all the rules of the Prairie Village Owners Pavilion.

I, the undersigned Prairie Village Owners Association homeowner, have read the Rules and Regulations and agree to abide by them

Agreed to and signed this _____ day of _____, 20_____.

Signature _____

Date of Reservation _____

Print Name _____

Address _____

Home Phone _____ Work Phone _____

Send your **\$100** deposit check to: Prairie Village Owners Association, C/O Flagstaff Management, Inc – 2030 Terry Street, Suite 104, Longmont, CO 80501