

Name _____	Phone _____
Party Date _____	Time _____
Guard _____	Clean _____
Key _____	Fire _____
Pool _____	

**PEBBLE CREEK CONDOMINIUM
CLUBHOUSE USER AGREEMENT**

Agreement entered into this _____ day of _____ 2016, by and between **PEBBLE CREEK CONDOMINIUM** (herein after referred to as **PEBBLE CREEK** and _____ who resides at _____ and has a daytime phone number of _____ (herein after referred to as **USER**).

PEBBLE CREEK is the leasing agent of certain real property at the Pebble Creek Condominiums including a clubhouse facility. The **USER** is desirous of using such as clubhouse for a private event, which **PEBBLE CREEK** agrees to allow **USER** to do provided this agreement is entered into.

Now, therefore, in consideration of the mutual promises, covenants, and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

- PEBBLE CREEK** shall provide use of and access to the clubhouse **USER** and **USER'S** guest on the _____ day of _____ 2016, from the hours of _____ to _____. (ALL events MUST end at 12:00 midnight).
- USER** shall pay, simultaneous with the acceptance by **PEBBLE CREEK** of the agreement, Two (2) payments as follows:
 - Rental Fee for Clubhouse in the amount of \$ _____.
 - Damage Deposit in the amount of \$ _____. Deposit is refundable providing no damage to the Clubhouse has been incurred and that the Clubhouse is left clean by 9:00a.m. the day following the date agreed to in item (1) above.
 - This agreement must be executed to hold Clubhouse reservation date.
 - In the event that alcohol is served, a security guard **MUST** be present during the course of the reservation at a cost of \$ 20.00 per hour with a four-(4) hour minimum charge. **PEBBLE CREEK** will make arrangements for the security guard. Security guard is at the expense of the **USER** and shall be paid directly to the security guard at the conclusion of the service. Security Guard must be arranged at least two weeks prior to the event.
 Security needed Yes or No (circle one). Time _____ to _____
 - It is the responsibility of the **USER** to obtain the key at the clubhouse during regular working hours. Please call 303- 986-3524 to make arrangements. The key must be returned to the office within (2) working days after the event.
- In the event that alcohol is served at the event, **USER** shall not dispense same in quantities to cause intoxication of which may or might impair the driving ability or any person attending the event. The dispensing of any intoxicating beverages, in excess, or to minors, is specifically unauthorized by **PEBBLE CREEK** and all responsibility in that regard is **USER'S** alone. **USER'S INITIALS** _____.
- USER** agrees to **THOROUGHLY CLEAN** the Clubhouse upon completion of the event and vacate the premises by 9:00 a.m. on the day following the date agreed to above. Failure to clean the clubhouse will result in the forfeiture of the damage deposit.
- USER** may opt to have the clubhouse cleaned after the event by **PEBBLE CREEK** at a cost of \$40.00. (NOTE: Cleaning does not include removing stains from carpet or tape from walls or ceiling. These items are considered damage to the clubhouse by **PEBBLE CREEK** and will result in the forfeiture of the damage deposit). **Cleaning YES or NO** (circle one).
- USER** may opt to use fireplaces during the event. **USER** must provide Gel Fuel or Sterno for fireplace. **PEBBLE CREEK** does NOT allow Wood Fires in the Clubhouse fireplaces.
- USER** may opt to use Pool Table equipment at no charge. **Pool Table YES or NO** (circle one)
- Decorations may be applied with tape on glass surfaces only. **NO TAPE, TACKS OR STAPLES ARE ALLOWED ON WALL OR CEILING SURFACES**. Violation of this will result in the forfeiture of the damage deposit. **USER INITIALS** _____.
- USER** shall pay **PEBBLE CREEK** for all breakage of personal property, fixtures or other real or personal property damage caused by **USER** or other persons attending the event, either in the clubhouse or elsewhere on the Pebble Creek grounds, and hereby contract with **PEBBLE CREEK** to clean the clubhouse and the condominium grounds, if necessary, to restore either to the same condition they were prior to the event. **NOTE: The serving of red liquid (e.g., red wine red "kool aid", red soda, red punch, etc.) IS STRICTLY PROHIBITED. USER'S INITIALS** _____.
- USER** agrees to indemnify and hold harmless **PEBBLE CREEK** of and from any and all claims, loses, or damages in the nature of personal injury, which may be suffered or imposed upon **PEBBLE CREEK** by persons attending **USER'S** event. **USER** for himself and his guests, hereby release and discharges **PEBBLE CREEK** of an from any claims for personal injuries suffered while on the grounds of **PEBBLE CREEK** or which may otherwise arise out the **USER'S** event. **USER'S INITIALS** _____.
- USER** agrees that no monetary consideration in form of admission donation or otherwise in connection with the use of the clubhouse shall be charged by **USER**.
- USER** shall not allow more than 110 persons to use the clubhouse in connection with this rental agreement nor violate any fire regulations concerning occupancy requirements.
- USER** shall maintain reasonable control of the conduct and noise of those persons attending the event and if it happens that the conduct or noise is such as to create a disturbance to any resident of Pebble Creek, and **USER** shall have been asked to terminate his event by **PEBBLE CREEK**, therefore, then **USER** agrees to immediately vacate the clubhouse after first cleaning same.
- This agreement provides for the use of the clubhouse only and neither **USER** nor his guests shall use the swimming pool.
- Should **USER** fail to pay any amount called for in this agreement and **PEBBLE CREEK** consults an attorney in connection with collection of that amount or amounts, the **USER** shall pay **PEBBLE CREEK** reasonable attorney's fees.

Agreed to by:

USER Date

PEBBLE CREEK HOMEOWNER ASSOCIATION Date