

**FIRELIGHT AT HIGHLANDS RANCH HOMEOWNER'S ASSOCIATION
PICNIC PAVILION AGREEMENT**

Resident Reserving Pavilion

Name _____
Address _____
Phone No. _____

Resident desires to reserve pavilion no. _____ for the following date and time: _____

The Firelight at Highlands Ranch Homeowner's Association ("the Association") and Resident agree as follows:

1. Upon acceptance by the Association below and receipt of the Security Deposit and Reservation Fee, the Association shall permit the use by Resident of the pavilion facility on the date indicated above. Immediately following the conclusion of the use, Resident shall remove all personal property placed there by Resident and/or their guests, and shall return the facility and surrounding area to the same condition as prior to Resident's use.
2. Resident agrees to fully indemnify, release and hold harmless the Association, its directors, officers, agents and volunteers from any claim, suit, demand, damages, judgment, expenses, court costs, attorney's fees, or causes of action of any nature arising out of or relating to use of the facility by Resident or Resident's guests.
3. Resident shall indemnify the Association for any property damage to the facility relating to Resident's use, and Resident shall reimburse the Association within seven days following a demand for reimbursement from the Association.
4. Resident, by signature below, agrees to abide by the Rules and Regulations regarding use of the facility and required clean-up of the picnic pavilion, which are attached as Exhibit A. Resident shall bear the sole responsibility for assuring compliance with such Rules and Regulations by Resident's guests.
5. A reservation may be cancelled up to five days before the event in order to receive a refund of the Security Deposit and Reservation Fee. Any reservation cancelled within four days of the event will forfeit a refund of the Reservation Fee. Exceptions will be considered for inclement weather.

Dated _____

Resident: _____

Accepted:

FIRELIGHT AT HIGHLANDS RANCH HOMEOWNER'S ASSOCIATION

By: _____

Damage Deposit Received: _____ Reservation Fee Received: _____

EXHIBIT A

FIRELIGHT AT HIGHLANDS RANCH HOMEOWNER'S ASSOCIATION PICNIC PAVILION AGREEMENT

RULES AND REGULATIONS

The Firelight at Highlands Ranch Homeowner's Association picnic pavilions are available for use by the residents of Firelight at Highlands Ranch Homeowner's Association. The following Rules and Regulations are to be complied with in order to reserve a picnic pavilion.

In consideration of the homes located near the picnic pavilions, live bands and DJ's will not be permitted.

1. The picnic pavilion is available for use by members of the Firelight at Highlands Ranch Homeowner's Association for private parties. No party shall be scheduled for more than 4 hours in duration. Use of the picnic pavilion for commercial purposes is strictly prohibited.
2. Reservations are made on a first come – first serve basis. Reservations must be made at least fourteen (14) days in advance. Contact Hammersmith Management at 303-980-0700 in order to reserve the picnic pavilion.
3. The Picnic Pavilion Agreement must be signed by the Resident desiring to reserve the picnic pavilion. A Reservation Fee of \$25.00, and a Security Deposit in the amount of \$25.00 must be paid to Firelight at Highlands Ranch Homeowner's Association at the time the reservation is made. A separate check for each of those items is required. The security deposit check will be returned to you after the park has been checked for proper clean-up and to ensure there was no damage to the picnic pavilion area.
4. The picnic pavilion may only be reserved for parties during the hours of 9:00am – 9:00pm. Clean-up must be completed no later than 9:00pm. All guests and party participants must vacate the area by 9:00pm. Failure to comply with these time limits constitutes grounds for the Association to retain the security deposit.
5. The Resident making the reservation must be present at all times during the event.
6. All personal items, supplies, decorations, etc., must be removed from the area at the conclusion of your event. The Association is not responsible for personal items left in the picnic pavilion area.
7. All refuse must be collected and placed in receptacles by the user before leaving the picnic pavilion area.
8. The sale of alcoholic beverages is prohibited at all times during the use of the picnic pavilion area.
9. Music and noise levels must be consistent with current Douglas County Noise Ordinances. No amplified music including live bands or DJ's are allowed.
10. The Security Deposit will be returned seven days after the activity, less any amounts retained due to damages and/or improper clean-up as described herein. If any damage occurs, or if clean-up is not in accordance herewith, funds will be deducted from the deposit in an amount to be used for repairs and additional clean-up, as required. If the Security Deposit is insufficient to cover the additional costs, the Resident will be billed for such additional costs, and shall be paid by Resident within seven days.