

# The Commons

# Facility User Guidelines

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## I. Introduction

The Commons Facility User Guidelines (Guidelines) are established by the Board of Directors (Board) for the Harmony Master Homeowners Association, Inc. (Association) under the authority described in the Association's governing documents. These Guidelines are designed to ensure that the Association serves the best interests of the greatest number of Residents and Resident Guests (collectively, "Facility Users"). These Guidelines are established to preserve the recreation facilities of the Association for the convenience and enjoyment of Facility Users and apply to and are enforced equitably amongst all Facility Users. While all Facility Users are entitled to enjoy The Commons, they must do so while respecting the rights of others, displaying courtesy to others, and applying common sense to the use of all recreational equipment and facilities in and around the Harmony Community Center.

The Association is a family oriented community that services residents of all ages. The Commons is meant primarily for enjoyment of residents of the Association. Residents' Guests may be accommodated only when such accommodation does not infringe upon the convenience or rights of the residents. Further, while every effort is made to provide comfortable use of The Commons to all Facility Users, The Commons is not intended to serve the general public and therefore will not always have similar specifications as those found in public accommodations. These Guidelines will be reviewed at least every two (2) years and may be amended by the Board at any time at its sole discretion. Any revisions to the Guidelines will be promptly disseminated to the community.

It is the Association's policy to not discriminate in the use of The Commons, the provision of services related to the use of The Commons, or the application of these Guidelines based on race, color, creed, ancestry, religion, sex, sexual orientation, familial status, marital status, national origin, handicap, or disability.

## II. Use of Facilities and Assumption of Risk

All use of Association facilities and participation in Association programs is purely voluntary. The recreational nature of all Association activities and programs may involve some personal or physical risk on the part of the Facility User. Program participation by a Facility User is therefore acknowledgement and acceptance by the Facility User of the inherent risks. All Facility Users must sign an Informed Consent, Release and Waiver Agreement and Facility User's Agreement prior to The Commons use. Additional forms appropriate for trips, activities, sports, clubs and tours may be required prior to participation in the respective activities.

The Association strives to consistently maintain The Commons in good condition. However, periodic wear and tear, as well as seasonal or climatic factors, may temporarily render an area in less than optimum condition. If such a condition occurs, Facility Users should immediately contact an Association Staff member for assistance. Absent such notice, the Association will assume the facility is free of obstruction or hindrance. Injuries, accidents or other serious incidents must be immediately reported to an Association Staff member for an incident report to be completed and any needed action taken.

The Association is not liable for bodily injury, personal injury or inconvenience sustained during the use of The Commons and any programs presented therein. Further, the Association is not responsible for the loss or theft of any personal belongings of any Facility User, volunteer, vendor, staff member or visitor to The Commons or any Association facility.

All facility Users agree to abide by any safety guidelines and/or restrictions imposed by the manufactures of the fitness equipment. If a Facility User is in violation of any safety guideline or restriction imposed by the manufacturer while operating the fitness equipment, they may be asked to discontinue their usage of said equipment. The Association assumes no liability for those who disregard the safety guidelines. Association staff shall not be responsible for the direct supervision of facility users.

These Guidelines have been developed to ensure that Facility Users are provided with a safe and enjoyable experience while using The Commons. Prior to participating in any Association activity or program, Facility Users are encouraged to familiarize themselves with The Commons and its Guidelines.

### III. Authority

The Board's authority to adopt these Guidelines is provided by the Bylaws and the Declaration of Covenants, Conditions, and Restrictions for Harmony Master Homeowners Association, Inc. (Declaration). These Guidelines are binding upon all Facility Users. In addition, the Declaration provides the Board with means to ensure compliance of these Guidelines and provides the Association the following rights for violations or abuse of these Guidelines:

- i. The right of the Association to suspend voting rights of any Member.
- ii. The right of the Association to levy reasonable monetary fines.
- iii. The right to suspend a Facility User's right to use any or all Association amenities.

To review the entire discipline policy, please see Addendum D.

### IV. Membership

Pursuant to the Declaration, section 3.2 Membership, each Owner of a Lot is a Member of the Association. If a Lot is owned by more than one (1) person, all co-Owners are Members of the Association. A Member may invite guests to The Commons in accordance with the provisions of these Guidelines. A Member who leases their home surrenders their rights to use The Commons to the Tenant of the residence during their term of the lease.

### V. Access

Access Pass are required to access The Commons. Access Passes are issued at The Commons to Owners or Occupants of Lots with proper identification.

1. Owner Access Pass– Any person who is an “Owner” or “Occupant” as defined in the Declaration of Covenants, Conditions, and Restrictions for the Association has the right to an Access ~~Card~~ Pass except as described in the Guidelines. Access Passes cannot be transferred and may only be utilized by the person of issuance. A Photo will be taken of each resident who receives an Access Pass and confidentially stored in the Association data base. The photo will be used solely for the purpose of identifying the individual when they check into the facility using their Access Pass.

In order for the Access Pass to be issued and remain valid, the Owner(s) must remain a member in good standing with the Association. All assessments must be no more than 30 days past due, and the Owner or Occupant must not have had his or her rights suspended by action of the Association.

2. Suspension. Access Passes may be suspended or revoked pursuant to the terms and conditions of the Declaration for the following actions by the Owner(s), Occupants, or a member of their respective households:
  - i. Use of false information to obtain an Access Card.
  - ii. Unauthorized use of an Access Card.
  - iii. Violation of the governing documents of the Association, including its Guidelines.
  - iv. Non-payment of assessments or other charges.
3. Allocation – Each Owner listed on the deed will be issued an Owner Access Pass ~~Card~~. If only one owner is listed on the deed, that owner may designate a second adult to be given an Owner Access Pass. All other occupants/dependent will be issued Access Passes. Access passes will expire when the resident turns 26 years old. Upon turning 26, residents will be required to show proof of residency annually to renew their Access Pass.
4. Issuance – Owners seeking to obtain an Access Pass must submit a Driver’s License or Proof of Photo Identification. Tenants- shall provide a Driver’s License or Proof of Photo Identification, a Valid Lease Agreement and written authorization from the Owner of the Lot prior to issuance of the Access Pass. In addition, all occupants must present a signed Informed Consent, Release and Waiver Agreement and a Facility User’s Agreement before the Access Pass will be issued. The Owner(s)/Lessee(s) may sign the aforementioned forms on behalf of any minor children under 18 years old when the Owner or Lessee is the parent or guardian of the Occupant. This information will be kept confidential.
5. Guest Passes - Issuance of Guest Passes is a discretionary program that may be amended or eliminated by the Board upon written notice. Each Lot is eligible to receive free of charge up to thirty (30) Guest Passes in each calendar year. Unused Guest Passes may not be transferred to another Lot or extended into the next calendar year. Guests must be accompanied by the Owner at all times.

Upon complete use of 30 Free Guest Passes each Lot shall have the right to purchase a maximum of 25 additional Guest Passes per calendar year. Additional Guest Passes may be purchased at The Commons for \$5.00 each.

A maximum of four (4) guests are permitted to accompany occupants of a single Lot while using the recreational facilities each day. All guest must complete and sign an Informed Consent, Release and Waiver Agreement.

## VI. Code of Conduct

1. Facility Users shall abide by the Association governing documents and these Guidelines and to conduct themselves in a courteous and respectful manner at all times. Actions that jeopardize or interfere with the rights and privileges of others, use of profanity, or otherwise abusive or disruptive behavior will not be tolerated. In the event of disruptive behavior, staff may request

the party to cease said conduct. If the offending party fails to cease such conduct after request, the supervisor or facility manager is authorized to use all reasonable means that he or she deems necessary to end such conduct, including but not limited to, asking the party to leave the facility, having the offending party removed from the facility by law enforcement and barring the offending party from further activity, subject to the requirements of the Declaration.

2. Profane, indecent or abusive language and conduct is prohibited.
3. Harassing, stalking, or taking other similar activity against any Facility User, resident, guest, Association Staff member, vendor or volunteer is prohibited.
4. Physical abuse of other Facility Users, Association Staff members, vendors or volunteers is prohibited. Immediate suspension of privileges may ensue and continue until a hearing can be conducted by the Board.
5. Facility Users shall show common courtesy and refrain from harassment of any Facility User, Association Staff member, volunteer or vendor; or otherwise interfere with the management of the Association.
6. Residents are responsible for their conduct and the conduct of their guests and the Owner's Lot is subject to any ramifications, disciplinary, and/or financial consequences due to individual or guest actions (see guest waiver). Parents and legal guardians of Facility Users under the age of 18 shall provide a cellular phone number by which the Association Staff member is able to contact the Facility User's parent or legal guardian in the event of emergency or in the event of noncompliance with these Facility Use Rules.
7. Residents are prohibited from profiting financially from their membership by charging guests for use of The Commons.
8. Facility Users will not engage in unsafe activities or actions that compromise the safety of others or themselves. The definition of unsafe activities or actions are at the discretion of Association Management.
9. Facility Users must obey all safety rules and shall stop unsafe activity as instructed by Association staff members or appointed volunteers.
10. Proper dress is required in The Commons at all times, and specific attire may be designated by the Board and/or Association Management for specific events, areas and locations. Unless otherwise specified, appropriate casual attire is required in all areas in and around The Commons. Appropriate casual attire includes footwear, shirts/blouses, and pants/skirts/dresses/shorts. Upper body garments must be worn in all activities, except for men using the aquatic facilities. Appropriate athletic apparel is required in all indoor and outdoor fitness/sports areas and should include proper footwear. Sport bras are not considered upper body garments and must be worn with an accompanying shirt. Offensive graphics, language or slogans are not permitted on clothing.
11. The Commons and all Association amenities areas are tobacco and marijuana-free environments (including vaporizers and e-cigarettes).

12. Pets/animals are prohibited from entering or being left unattended outside The Commons facility, courts, or pools, except for Association sanctioned events where deemed appropriate and animals providing assistance to a person with a disability or those in training to become an assistance animal (assistance animals are not pets, nor are they required to wear a vest/be identified as such or to provide documentation). In no case shall any animal/pet be left unattended on facility grounds.
13. The Association is not responsible for lost or stolen items. Facility Users are encouraged to use the provided lockers.
14. Staff reserves the right to take reasonable actions deemed necessary for the safety of Facility Users or protection of equipment.
15. Facility Users who violate these Guidelines may be asked to vacate The Commons and may be reported to the Board or designated Committee for disciplinary action, as appropriate. Please refer to the Declaration and Addendum E – Discipline Policy for additional guidelines.
16. Any Facility Users who conduct themselves in an unbecoming manner or who knowingly violate these Guidelines are subject to disciplinary action by the Board or designated Committee, including suspension of membership privileges and an imposition of fines, subject to the terms of the Declaration. Association staff may immediately remove Facility Users who do not abide by these guidelines and will be reported to the Board for disciplinary action, as appropriate.
17. Owners may be requested to appear before the Board or designated Committee to discuss an infraction of these Guidelines by the Residents, their Guest or Occupant of their leased residence. Residents also have the right to appear before the Board if disciplinary action is being considered. Such rights are dictated by the Declaration.

## VII. The Commons

The Commons is a private, multi-purpose facility for residents and their guests.

1. Master Association Offices - The Master Association Offices are located in the The Commons and house staff members responsible for Association governance, facility maintenance, room scheduling, activity coordination, club/group administration, event planning and all other Association business.
2. Facility Reservations – The Commons facility reservations may be available for Association related activities, authorized committees and club/groups.



3. Regular Hours of Operation - The Board will set hours of operation for The Commons. Special events may occur outside of normal hours of operation upon approval by the Community Manager. Current operating hours for The Commons are listed below. These hours may be changed without notice and are subject to holiday or maintenance closures. Any changes in the facility hours will be posted on the Harmony Community Website.

a. Harmony Community Center Hours of Operation

Sunday	9:00 am – 5:00 pm
Monday	6:00 am – 8:00 pm
Tuesday	6:00 am – 8:00 pm
Wednesday	6:00 am – 8:00 pm
Thursday	6:00 am – 8:00 pm
Friday	6:00 am – 8:00 pm
Saturday	8:00 am – 6:00 pm

b. Summer Pool Hours of Operation

(Friday before Memorial Day to Labor Day)

Sunday -Saturday	10:00 am – 8:00 pm
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4. Holiday Hours of Operation – The Association office will be closed to observe the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year’s Eve, and New Year’s Day. The Commons will be closed to observe the following holidays: Thanksgiving Day, Christmas Eve, Christmas Day, New Year’s Eve and New Year’s Day.

~~5.~~ Supervision – Owner Access Pass holders are responsible for the supervision, as reasonably necessary, and conduct of their household and guests. Minors, 10 and under, must be accompanied by an adult or caregiver, age 15 or older. Individuals that, in the sole discretion of Association Staff, are being disruptive, unruly, using any equipment or area of the facility in a manner for which it was not intended, or are posing a health or safety threat to themselves or to others may be asked to leave the facility.

6. Complaints - Complaints regarding staff members or contracted labor should be directed in writing to the Community Manager. The Community Manager will make reasonable efforts to promptly resolve the conflict. Due to employee’s right to confidentiality, it may not be possible to provide information to a complainant regarding the status of a complaint when it involves a personnel action.

Under no circumstances will Facility Users interfere with, attempt to discipline, or otherwise direct employees in the course of Association business. Facility Users shall not request special personal services from the employees of The Commons or the Association.

7. Soliciting - Soliciting is prohibited unless the Board gives its prior written consent. Solicitation pertaining to Association or Declarant business is permitted on a limited basis.

8. Advertising - Notices, advertisements or posters of any kind may not be placed or distributed in or around The Commons without the prior written consent of the Board or Association Management. Association Community Partners who have purchased an advertising package will

be given advertising space in The Commons based upon which package is purchased. The Lifestyle Director will oversee all Community Partners. Advertising by the Association or Declarant is permitted on a limited basis

9. Cell Phones - Cell phones should be silenced when attending any meetings, during performances or at any events. When using The Commons (including the pool and court areas) cell phone users should respect others by leaving the area to take a call and moderating voice tone to avoid disturbing others. The use of a radio-style phone, in walkie-talkie mode, is prohibited, except by vendors or staff while conducting business.
10. Photographic Equipment - Photography of any kind is not permitted inside the locker rooms or restrooms. When using photographic equipment of any kind, residents should take care not to inadvertently include in the photo or video any person who has expressed a wish not to be so included.

Photographic equipment is permitted in public spaces of The Commons, such as the pool area, and lobby for the purpose of photographing events (dance recitals, birthday parties, etc.) for personal use.

No commercial photography still or video is permitted anywhere in the facilities without the prior written approval of the Board or Association Management. The Declarant is excluded from this guideline. The Association is excluded from this guideline when notices are provided.

11. Roller skates (including shoes with wheels on the heel), skateboards, rollerblades, and scooters, including self balancing motorized scooters are prohibited from being used inside or the grounds of The Commons.
12. Food and Drink - Food and drinks are limited to the lobby and pool except for Association sanctioned events where deemed appropriate. Ceramic, china, glass or other breakable containers are not permitted in the facility or pool area at any time.
13. Alcoholic Beverages - Adults over the age of 21 years may use alcohol in designated areas in and around the Community Center and Pool. Alcohol may be sold only by a contracted licensed caterer. Otherwise, no fee may be charged, either directly or indirectly for the sale or consumption of alcoholic beverages.

No person under the influence of alcohol or drugs may utilize The Common facilities.

14. Equipment Use - Furniture, equipment and supplies that are the property of the Association shall not be removed from The Commons without the prior written permission of Association Management Staff. While certain Association-owned items may be stored or set-up in a particular room, these items remain the property of the Association and may be relocated by Association Staff or used for other activities or events as needed. To utilize equipment and supplies that may be kept secured in locked cabinets or drawers, Facility Users shall present their Access Pass or other form of identification to the Association Staff.
15. Event and Program Registration - Residents may register for various activities and classes upon confirmation of proper credentials and good standing status.

## 16. Parking Policy

- a. The parking lot is available to residents and their guests during The Commons hours of operation. No overnight parking is permitted.
- b. Parking is available on a first come, first served basis.
- c. Parking is at the risk of the vehicle owner or person driving the vehicle. The Association, its Agents, Board, Insurance Company and Management are not responsible for theft, damage or loss.
- d. Safe and proper speeds must be maintained while driving in the parking area.
- e. Residents must observe all posted signs including but not limited to: stop signs, one-way signs, posted speed limits, and/or entrance/exit signs.
- f. Handicapped spaces are reserved for those displaying the proper license plate or government issued placard.
- g. No parking is permitted at any time
  - i. In posted areas prohibiting parking
  - ii. In traffic lanes
  - iii. In front of trash doors/bins
  - iv. In front of gates or building entrance/exit
  - v. In reserved or assigned parking spaces
  - vi. In fire or emergency lanes
  - vii. On sidewalks
- h. No vehicles, including, but not limited to, off-highway vehicles, prohibited on roadways by state or local law may drive or park on the Common Elements. Trailer, camper, dune buggy, boat, or any other recreational vehicle shall not be parked in any portion of The Commons for more than 6 hours.
- i. Vehicle maintenance or repair work of any kind in The Commons parking area is prohibited.
- j. Washing, waxing, detailing and servicing vehicles in any way in the Commons parking area or any other location on the premises is prohibited.
- k. Use of parking lot for Driver control/safety training is prohibited.

17. Towing Policy - Decisions to tow a vehicle from The Commons shall be that of the Community Manager. Effort will always be made to contact the owner of a vehicle that may be towed, prior to towing, except in the case of an emergency.

The Community Manager on behalf of the Association Board may cause the removal of a vehicle parked within The Commons property to be towed if the vehicle is parked in violation of any of the following:

- a. The vehicle has been issued a notice of parking violation, and forty-eight (48) hours have elapsed since the issuance of that notice.
- b. The vehicle is parked overnight or past the posted hours of operation of The Commons.
- c. The following violations may necessitate immediate towing without prior notice.
  - i. The vehicle is parked in a marked fire lane.
  - ii. The vehicle is parked within fifteen (15) feet of a fire hydrant.
  - iii. The vehicle is parked in a manner that interferes with ingress, egress and access to the Harmony Community Center, handicap access areas, gates, doors, garbage bins, etc.
  - iv. The vehicle is parked in a manner that impedes the flow of traffic.

- v. The vehicle is parked in a space designated for handicapped parking without proper authority or placard/decal.
- vi. The vehicle is parked in a designated reserved parking space.
- vii. The vehicle is parked in any location designated as “No Parking” by either signage, painted curb, or other method of designation.

18. Swimming Pools - Lifeguards are provided by the Association. The following rules apply to the use of the Association pools. Additional rules may be posted at the pool:

- a. Swimming Pools and surrounding deck areas cannot be reserved.
- b. Facility Users must not compromise the cleanliness of the pool, or subject other users to unhealthy conditions. Facility Users are required to take a cleansing shower before entering a pool. Showering after using the pool is also recommended.
- c. Facility Users are required to wear appropriate swimwear at all times. No Street clothing such as undergarments, sports bras, basketball shorts, jean shorts or cargo shorts are allowed. T-shirts or tank tops made out of a non-cotton material (preferably nylon or polyester) are permitted over ~~an~~ appropriate swimwear. ~~swimsuit~~. Aquatics staff, in conjunction with the Association Management will make the final determination if certain swimwear is disallowed in the pool area. Nudity is strictly prohibited.
- d. All incontinent persons are required to wear approved swim diapers. In addition, rubber or plastic pants over the swim diaper are recommended. Regular ~~D~~-diapers are not allowed in the pool.
- e. Individuals with a cold virus, communicable disease, open sores, ear or nasal discharge are not allowed into the pools. Aquatics Staff in conjunction with the Association staff will make the final determination as to whether a swimmer is disallowed in the Association pools.
- f. Horseplay, running, or diving into the pools is prohibited.
- g. Personal sound-producing equipment is prohibited. However, water exercise classes may use sound equipment as necessary to conduct their program.
- h. The pool deck perimeter extending at least five feet from the edge of the pool is reserved for walking, safety and emergency purposes. No obstruction of any kind will be permitted in this area.
- i. Food and beverages are permitted on the pool deck. Food and beverages are not permitted in the pool. Ceramic, china, glass or other breakable containers are NOT allowed in the pool/hot tub areas. Trash containers will be available and Facility Users must clean-up after themselves. Alcoholic beverages are prohibited in Pool or Hot Tub.
- j. Inflatables are permitted under the following conditions:
  - i. Only Circular and infant inflatables are permitted.
  - ii. Circular Inflatables must be no larger than 24” in diameter.

- iii. Circular Inflatables must be transparent
- iv. Pool noodles are permitted.
- v. Water wings with out attached chest piece are prohibited
- vi. Pool mattresses are prohibited

For safety reasons and at the discretion of the Association and Aquatics staff, they reserve the right to ask facility users to remove floatation devices at any time. Facility Users are encouraged to bring a Coast Guard approved lifejacket to assist non-swimmers.

- k. Non-swimmers must be accompanied by a swimmer in the water within arms reach at all times.
- l. Hanging, swinging and pulling on aquatic equipment or features is not permitted.
- m. Lane ropes and stair rails are installed to assist and guide pool users. Standing or sitting on these items is prohibited.
- n. Lap lanes are to be used for lap swimming and water walking only. During classes, special programs and scheduled pool maintenance, lap lanes may be removed as necessary.
- o. During busy times Facility Users will be asked to share lanes or circle swim, and may be asked to limit swim time.
- p. During thunder and lightning storms or other inclement weather conditions, the Aquatics staff will clear the pool area. This will be determined by an app indicating the distance of the closest lightning strike in the last 30 minutes. If the closest strike is within a 10 mile radius the pool will be cleared. Any exceptions to this will be decided upon by the Aquatics Director and the Association staff. Facility Users must exit the pool and follow safety instructions provided by Aquatics staff. Aquatics staff will determine when, and if, Facility Users may return.
- q. Any Facility User failing to abide by lifeguard instructions, stated policy or safety rules will be asked to leave the pool area. The judgment of Association and Aquatics Staff with respect to safety, decorum and sanitation will prevail. Repeat offenders may be subject to facility suspension pending Accountability Committee review of violations.
- r. In the swimming pools, chemicals are used to ensure a sanitary and safe water environment. Conditions are tested and documented on a regular basis. If unacceptable conditions occur, Association Staff in conjunction the Aquatics Staff reserves the right to close the pool at any time to preserve the health and well-being of Facility Users.
- s. Chemicals are used in the pool water that may cause damage to swim wear and may cause eye and skin irritation. The Association will not be responsible for any such damage or health issue.
- t. Patio furniture in the pool area shall not be removed or placed in the pool. Residents are allowed to bring additional portable lounge chairs, umbrellas, etc. to the pool area

provided they do not present a potential safety concern to other members and their guests, as determined by Aquatics and Association Staff.

- u. Facility Users should immediately report fecal or vomit incidents to a lifeguard or Association staff member.
- v. Climbing on the pool area fence is prohibited.
- w. Maximum capacity of the Activity pool is 260, Spray pad is 30, and Spa is 11. Aquatics staff generally maintains a ratio of 1:25 while lifeguards are on duty (depending upon ability of swimmers in the pools, to be determined at the discretion of the Head Lifeguard and/or Aquatics Director). Should either pool reach the maximum capacity or the ratio maximum, the Aquatics staff may delay any additional entries into the pool and/or close amenities required until the capacity or lifeguard ratio is back below safety standards. Ratio and capacity standards are set based on safety recommendations from the American Red Cross.
- x. Unauthorized Facility Users will be asked to immediately vacate the premises and may be reported to the police as trespassers. During non-business hours, concerned residents should report trespassers to the City of Aurora Police Department.

#### 19. Slide Rules

- a. Facility Users cannot weigh 300 pounds to ride the slides.
- b. Per the manufacture guidelines, Facility Users less than 48 inches may not ride the slide.
- c. Flotation devices are not permitted on the slides.
- d. Facility Users must ride on their back, feet first only with arms and legs crossed.
- e. Facility Users are not permitted to catch other persons at bottom of slides.
  - i. At the discretion of the Aquatics and/or Association staff, if a Facility User violates the slide rules they will be given a verbal warning the first time, second verbal warning and potential loss of slide privileges for the day for a second violation and upon a 3<sup>rd</sup> violation the Facility User may lose slide privileges for the season pending disciplinary action determined by the Accountability Committee.
- f. Aquatics staff have the final authority on pool/slide use.

#### 20. Locker Rooms - Locker rooms and showers are provided for use of Facility Users.

- a. Clothing or personal effects should not be left unattended or unsecured in these areas, as safekeeping is the responsibility of the Facility User.

- b. Facility Users are encouraged to use the locking key pad provided to secure items in lockers.
- c. Use of the lockers is on a first-come, first-served basis. There shall be no reservation of lockers other than the time that the user is present in The Commons.
- d. Lockers shall not be used for overnight storage. Any items left in lockers overnight will be removed. All contents of the locker will be held for 30 days before being disposed of by staff.
- e. The Association is not responsible for the loss or theft of any personal belongings of any Facility User.

21. Dog Park Rules – The Association makes the dog park available as a privilege to owners and guests. The Association shall have no obligation to monitor pet owner compliance with these requirements but may determine access and use rights in the event of repeat or egregious violation of these rules.

- a. All dog park users assume the risks associated with interactions with other dogs upon entry into the facility.
- b. Owners are responsible for ensuring that dogs are:
  - i. Healthy
  - ii. Non-Aggressive
  - iii. Not in heat
  - iv. Over 4 months, old, currently vaccinated and wearing a collar with license, ID, and vaccine tags
  - v. Constantly supervised and under control
  - vi. Limited to 3 dogs per person (Reminder: 3 dogs = 3 leashes)
- c. No food is permitted in the dog park enclosure.
- d. Users shall be responsible to pick up their dog's waste.
- e. Children must be supervised by an adult
- f. Restricted breeds must comply with any local or state laws.
- g. Use this area at your/your dog's own risk. Owners are responsible and liable for the actions of their dogs at all times
- h. Report any bite, attack or aggressive dog to:
  - i. Aurora Animal Care at 303-326-8288
  - ii. After hours and Sundays to Aurora Police at 303-627-3100
  - iii. In an emergency dial 911

VIII. Conflict - In the event of any conflict between these Guidelines and the Declaration, the Declaration shall control. In the event of any conflict between these Rules and the Bylaws, the Bylaws shall control.

IX. Rentals – All rentals of The Commons require completion of a Rental Agreement and payment of rental fees and a reservation and damage deposit. The Pool is not available for private rentals. See the Facility Rental Agreement – Addendum E

X. Refunds

- a. Facility Rentals - Cancellation of facility rentals must be made a minimum of 72 hours in advance to qualify for a full refund. Failure to provide 72 hours' notice will result in the loss of the reservation and damage deposit. The cost of the total rental, minus the reservation and damage deposit, will be refunded within 10 business days. Failure to provide any notice of cancellation will be considered a "no show" and will not qualify for a refund.
- b. Programs and Events - Cancellation of event or program registrations must be made 72 hours in advance to qualify for a full refund. Cancellations made between 72 hours and 12 hours before the start of the event or program will receive a refund of 85% of the original registration price. Cancellation notices made 12 hours or less before the start of a program or event will not be eligible for a refund. All refund requests will process within 10 business days.



**Facility User's Agreement**

This is not necessarily an exhaustive list of all policies, procedures, and rules associated with The Commons. While this is intended to be an accurate reflection of all procedures, management reserves the right to revise any policies, rules, schedules, etc. as circumstances change (e.g. emergencies, change in personnel, workload, community issues, etc.). I have read and understand and will adhere to the policies and procedures above which have been established by The Commons. I understand that failure to follow these policies and procedures may jeopardize my household's privilege to use the facilities and/or programs.

I also understand that it is my responsibility to keep current on all policies and procedures of The Commons enter and to inform the Facility Users associated with my Lot of the policies and procedures as they too must adhere to the community guidelines.

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

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

Printed Name: \_\_\_\_\_

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

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

**Harmony Master Homeowners Association, Inc.,  
Informed Consent, Release and Waiver Agreement**

Thank you for using The Commons at Harmony in Aurora, Colorado. Management requests your understanding and cooperation in maintaining both your and our safety and health by reading and signing the following Informed Consent Agreement. Facility use is contingent upon signing this agreement.

I, \_\_\_\_\_, a **Facility User** of the Harmony community, declare that I intend to use some or all of the facilities offered by Harmony Master Homeowners Association, Inc., including, but not limited to, The Commons, swimming pools, water features, (either presently existing or anticipated for future construction) and to participate in events sponsored from time to time by the association (the “events”). All of these activities and programs are collectively referred to as the “facilities”. In consideration for being allowed to use the facilities and participate in the events (collectively, the “activities”), I declare as follows:

1. I understand that each individual (myself included) has a different capacity for participating in such activities and services. I assume full responsibility during and after my participation for my choices to use or apply, at my own risk, any portion of the information or instruction I receive. I have read and agree to comply with the written rules and regulations for use of the facilities.
2. I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care and skill with which I conduct myself in the activity and/or program. I am in good health and I am physically able to participate in the activities and programs of my choice and I acknowledge that my choice to participate in any activity or programs offered by Harmony Master Homeowners Association, Inc., brings with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care, and skill that I possess and use.
3. I understand that participating in the activities and/or programs may involve risk, including property damage, economic loss, personal injury, disabilities, or death, and I willfully and voluntarily assume those risks even though some risks are apparent and other are not identifiable.
4. I accept personal responsibility to always act in a safe manner and abide by the rules and regulations of the Association and The Commons whenever I participate in these activities. I agree to immediately inform a representative of the event or Harmony Master Homeowners Association, Inc. and/or Melcor, and stop participation in the activities, if I observe any unsafe condition or broken equipment, or if I experience any pain, discomfort, or other symptoms that I may suffer during or after participating in the activities. I understand that I may stop or delay my participation in any activity or program if I so desire and that I may also be requesting to stop and rest by any event representative or employee who observes any symptoms of stress or abnormal response, and I agree to comply with such directions.
5. I understand that I am responsible for obtaining the appropriate insurance coverage when participating in the activities and that the Harmony Master Homeowners Association will not provide me any insurance coverage.
6. I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any of the activities and programs of the facilities, or use of equipment or machinery except as hereinafter stated. I understand that I have been strongly advised to determine whether I need my doctor’s approval before participating in the activities, especially any exercise, aerobics, or fitness activities. I also acknowledge that I should obtain yearly or more frequent physical examinations and review with my doctor the activities that are best suited for me. I understand that my decision to participate in the activities is voluntary. Harmony Master Homeowners Association, Inc. do not have resources to review, and are not responsible for reviewing my decision to participate in the activities. I acknowledge that I have either had a physical examination and been given my physician’s approval to participate in the activities, or I have elected to

participate in the activities without approval of my physician and hereby assume all risk and responsibility for my participation in the activities.

- 7. By signing this document, I acknowledge that I have voluntarily and willingly chosen to participate in the activities. I assume all risk for my health and on behalf of myself, my heirs, beneficiaries, dependents, and personal representatives, release and hold harmless the Harmony Master Homeowners Association, Inc. and Capital Consultants Management Corporation (“CCMC”), and each of their respective directors, officers, employees and agents from any responsibilities, liabilities, damages, or claims related to my participation in the activities.
- 8. I agree to unconditionally waive and release the Harmony Master Homeowners Association, Inc. and CCMC, and each of their respective directors, officers, employees and agents from any and all injuries, claims, causes of action and liabilities of any nature and kind that I may sustain, or any damage that may be caused to my property in connection with said activities or such use of such facilities, including injuries sustained or property damage caused by my use of equipment, to the extent allowed by law.
- 9. I acknowledge that I may be subject to being photographed and the photographs (in all forms of media) may be used to publicize The Commons, Harmony and CCMC. I, on behalf of myself and any of my minor children who are present at events or using The Commons, give Harmony, Melcor, and CCMC the absolute right and permission to photograph an/or video, may/our participation at the community events and use such photographs and/or video on websites and in promotional materials and other publications. I expressly release Harmony, Melcor, and CCMC from any liability or claims arising from use or distribution of my/our photographs, videos, and other images.

**I declare that the terms of this informed Consent Agreement have been completely read and are fully understood by me and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release, and Waiver for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the facilities and programs described above.**

Signature of Facility User (If Minor: Signature of Parent or Legal Guardian)	Date						
Printed Name of Facility User (Circle One)	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">Owner</td> <td style="text-align: center; border: none;">Occupant</td> <td style="text-align: center; border: none;">Tenant</td> </tr> <tr> <td colspan="3" style="text-align: center; border: none;">Lot Relationship</td> </tr> </table>	Owner	Occupant	Tenant	Lot Relationship		
Owner	Occupant	Tenant					
Lot Relationship							
Resident Address	Resident Home Phone						

**In case of emergency, please list a contact that does not reside in your home:**  
 Contact’s Name: \_\_\_\_\_ Phone Number(s): \_\_\_\_\_  
 Contact’s Relationship to the Facility User: \_\_\_\_\_

**Alcohol Event Agreement  
Harmony Master Homeowners Association, Inc.**

Thank you for using The Commons at Harmony in Aurora, Colorado. The Board of Directors requests your understanding and cooperation in maintaining a safe environment by reading and signing the following Alcohol Event Agreement. Facility use at events where alcohol is consumed is contingent upon signing this agreement. The Board of Directors also reserves the right to revoke the usage of alcohol at any time.

I, \_\_\_\_\_, a **Facility User** of The Commons, declare that I intend to use some or all of the facilities offered by Harmony Master Homeowners Association, Inc., including, but not limited to, The Commons, swimming pools, water features, and outdoor basketball courts, (either presently existing or anticipated for future construction) and to participate in events where alcohol is being consumed (collectively, the “activities”). I declare as follows:

\_\_\_\_\_ I understand that each individual (myself included) has a different capacity for participating in such activities and services. I assume full responsibility during and after my participation for my choices to consume alcohol, at my own risk. I have read and agree to comply with the written rules and regulations for use of the facilities which will still apply when alcohol is involved.

\_\_\_\_\_ I understand that I am encouraged to **have a designated driver or walk** to The Commons, or otherwise arrange for transportation; encourage members to bring non-alcohol beverages, and to **eat before the function, serve food at, or bring food** to the function.

\_\_\_\_\_ I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care and skill with which I conduct myself in the activity and/or program. I am in good health and I am physically able to participate in the activities and programs of my choice and I acknowledge that my choice to consume alcohol in any activity or programs offered by Harmony Master Homeowners Association, Inc., brings with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care, and skill that I possess and use.

\_\_\_\_\_ I understand that participating in the activities and/or programs where I may consume alcohol may involve risk, including property damage, economic loss, personal injury health, disabilities, or death, and I willfully and **voluntarily assume those risks even though some risks are apparent and other are not identifiable.**

\_\_\_\_\_ I accept personal responsibility to always act in a safe manner and abide by the rules and regulations of the Association and The Commons whenever I participate in these activities. I agree to immediately inform a representative of the event or Harmony Master Homeowners Association, Inc., and stop participation in the activities, if I observe any unsafe condition or broken equipment, or if I experience any pain, discomfort, or other symptoms that I may suffer during or after participating in the activities. I understand that I may stop or delay my participation in any activity or program if I so desire and that I may also be **requested to stop drinking or leave the facility by any event representative** or employee who observes that my consumption of alcohol is disrupting the event or causing harm to myself and/or other around me, and I agree to comply with such directions. I understand that should I be asked to leave an event my participation at other events will be **temporarily revoked and could possibly be permanently revoked** by the Board of Directors after a hearing.

\_\_\_\_\_ I understand that I am responsible for obtaining the appropriate insurance coverage when participating in the activities and that the Harmony Master Homeowners Association Inc. will not provide me any insurance coverage.

\_\_\_\_\_ I understand that the **Colorado Liquor Code** states it is unlawful

- a. For any person (which includes natural persons as well as entities such as the Association) to serve, or permit the serving, or giving of any alcohol beverage to a visibly intoxicated person or to a known habitual drunkard
- b. To serve or to permit the serving, or giving or procuring of any alcohol beverage to or for any person under the age of twenty-one;
- c. To regularly provide premises, together with soft drinks or other mix, glasses, or containers at a direct or indirect cost or charge to any person who brings alcohol beverages upon such premises for the purpose of consuming such beverages on the premises.

\_\_\_\_\_ By signing this document, I acknowledge that I have voluntarily and willingly chosen to participate in the activities where alcohol is being consumed. I **assume all risk for my health** and on behalf of myself, my heirs, beneficiaries, dependents, and personal representatives, release and hold harmless the Harmony Master Homeowners Association, Inc. and Capital Consultants Management Corporation (CCMC), and each of their respective directors, officers, employees and agents from any responsibilities, liabilities, damages, or claims related to my participation in the activities or consumption of alcohol at the events or during the activities.

\_\_\_\_\_ I agree to unconditionally waive and release the Harmony Master Homeowners Association, Inc. and CCMC, and each of their respective directors, officers, employees and agents from any and all injuries, claims, causes of action and liabilities of any nature and kind that I may sustain, or any damage that may be caused to my property in connection with said activities or such use of such facilities, including injuries sustained or property damage caused by my participation in the activities, or consumption of alcohol at the events or during the activities, to the extent allowed by law.

**I declare that the terms of this informed Consent Agreement have been completely read and are fully understood by me and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release, and Waiver for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the facilities and programs described above.**

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Signature of Facility User

Date

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Printed Name of Facility User

Owner    Occupant    Tenant

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Lot Relationship (Circle One)

**Discipline Policy**  
**Harmony Master Homeowners Association, Inc.**

The Guidelines are established by the Board for the Association under the authority described in the Association's governing documents. These Guidelines are designed to ensure that the Association serves the best interests of the greatest number of Facility Users. These Guidelines are established to preserve the recreation facilities of the Association for the convenience and enjoyment of Facility Users and apply to and are enforced equitably amongst all Facility Users. While all Facility Users are entitled to enjoy The Commons, they must do so while respecting the rights of others, displaying courtesy to others, and applying common sense to the use of all recreational equipment and facilities in and around The Commons.

The Declaration provides the Board means to ensure compliance of these Guidelines and allows for the imposition of sanctions for violations or abuse of these Guidelines in Section 7.4 of the Declaration. Violation sanctions could include but are not limited to:

- iv. The right of the Association to suspend voting rights of any Member.
- v. The right of the Association to levy reasonable monetary fines.
- vi. The right to suspend a Facility User's right to use any or all Association amenities.

All sanctions other than for actions constituting an emergency or an immediate threat to health or safety are subject to the notice and hearing requirements created by the Declaration. To preserve the health, safety, security, integrity, and value of The Commons and all Facility Users, the Board through this Discipline Policy delegates its authority to impose sanctions for violations of these Guidelines that constitute an emergency or an immediate threat to health or safety to The Commons managing agent. All such sanctions are subject to review by the Board.

Minor violations or major violations that constitute an emergency or an immediate threat to health or safety will be handled by The Commons managing agent who is authorized to ask the party to leave The Commons for the day. Major or continuing cumulative minor offenses will be forwarded to the Board or its designee. The Board may appoint a Committee to conduct hearings and sanction violators. After the initial hearing is held and sanction determined, if an appeal is requested, the Board will review the appeal and provide a final determination.

All aspects of this Discipline Policy shall be implemented utilizing the Association's governing Documents, including but not limited to the Bylaws, Declaration and adopted policies

**THE COMMONS  
RENTAL AGREEMENT**

The undersigned, whose name and address appears below, hereby agrees to use the Harmony Master Homeowners Association, Inc. (“Association”) facility subject to the following terms and conditions (**PLEASE NOTE: Only titled property owners or their tenants may rent The Commons. Owners shall be responsible for all acts/omissions of their tenants and guests hereunder. Owners must be current on their Association assessments and will be held completely responsible for any damage incurred during the rental of the The Commons**):

**A. DATE AND TIMES OF RENTAL**

The undersigned Owner requests use of the following areas (check all that apply) of The Commons Community Center on:

\_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ Until \_\_\_\_\_

- Community Room  Board Room and Kitchen
- Welcome Center Outdoor Space
- Bar (only available for catered events with licensed and insured bartenders)
- Event Lawn (optional add-on at no charge; only available with rental of inside space)

**B. RENTAL FEES AND DEPOSIT**

1. The undersigned agrees to pay all fees noted below at the time of reservation with a credit card or check made payable to the Association:
  - a. Community Center Rental rate, per area, of \$25.00 per hour during business hours or \$50.00 per hour after 8 PM on weekdays and 6 PM on weekends.
  - b. Welcome Center Outdoor Space rate of \$25 per hour, for a maximum of 2 (two) hours between the hours of 10 am – 2 pm and 5 pm – 8 pm. Rentals include access of 10 (ten) non-residents, additional non-residents will be charged at \$5 per non-resident. All non-residents must complete a guest pass waiver prior to the start of the party. Guest passes may not be used towards non-resident attendance of rentals.
  - c. A reservation and damage deposit check in the amount of fifty percent (50%) of the total rental amount, or \$200.00, whichever is greater.
  - d. An additional, non-refundable, rental fee of \$50.00 applies if alcohol is served, along with a certificate of insurance establishing that the owner has liquor liability or host liability insurance to cover incidents related to alcohol use at The Commons.
2. Following use of The Commons, The Commons will be inspected to ensure compliance with The Commons Clean-up Checklist. If The Commons is found properly cleaned and not damaged, the reservation and damage deposit will be reimbursed. If The Commons is not properly cleaned, a minimum fee of \$100.00 will be charged for clean-up.

3. If the reservation and damage deposit is insufficient to cover the costs of damage repair, clean-up or any other damages or claims resulting from The Commons rental, the undersigned agrees to pay for all additional costs. Any additional costs will be attached to the balance on the owner's account and shall be collectable as assessments in accordance with the governing documents of the Association. Further, the undersigned agree that they, their owners (lessors), tenants, family, and guests may be denied access to The Commons until such additional costs have been paid in full. **THE UNDERSIGNED OWNER MUST BE PRESENT WHEN THE COMMONS IS BEING USED.**

## C. RULES OF USE

1. The Rental Party must be present at the rented Facilities at all times during the rental period. The Rental Party is responsible for the conduct and welfare of all people using the Facilities during the rental period, including supervision of minors.
2. Due to scheduling of events, all reservations must begin and end at the time indicated on the Rental Agreement. Rental time includes set up and clean up time. Additional charges and/or fines may apply in the event of Facility use beyond the hours indicated on the Rental Agreement, including time used for set up or clean-up. There will be no refunds issues for time reserved and not utilized. The Rental Party should include time for set up and clean up if the allotted 30 minute set up and clean up period will not be sufficient. Extensions of time for set up and clean up may be permitted on a case-by-case basis if they will not interfere with another reservation or public use of the Facilities.
3. Certain Facility rentals may require Permits, such as a Special Event Permit or Liquor License Special Event Permit, from Arapahoe County. The Rental Party is responsible for obtaining and paying for all such Permits in addition to the rental of any Facility.
4. Any equipment currently present at the Facility will be included for use by the Rental Party as indicated in the Rental Agreement, Audio-Visual equipment (TV or in-house sound systems) may be requested for use and will only be permitted if use will not disrupt other Facility users. The Association is not responsible for providing additional equipment. The Rental Party is responsible for providing any furniture or equipment in excess of that currently present.
5. Amplified sound is subject at all times to the applicable noise restrictions of the Association and other governmental entities. Unreasonable and annoying sounds or lights will not be permitted. Use of exterior sound systems on the Event lawn must conclude no later than 9:30 pm. The Rental Party may bring personal music selections and appropriate devices for playing such music to the Facilities. Any such personal music selection must not have obscene or otherwise inappropriate lyrical content.
6. Glass containers are prohibited in all Facilities unless authorized during special events by, and in the sole discretion of, Association management.
7. Petting zoos, farms, and livestock animals are not allowed.
8. Vendors are defined as any person, business, or entity providing a service at the Facilities. Examples include but are not limited to: caterers, bands, DJs, entertainment, and rental supply companies. Every vendor must be approved, in advance, by the Association. Vendors are required to furnish to



the Association a copy of a complete vendor packet including a Certificate of Insurance. The Association reserves the right to refuse use of certain caterers, vendors, designers, rental companies, disc jockeys, bands, or any other party supplying goods or services.

9. The Rental Party is responsible for its own set up and clean up.
10. Decorations may only be hung in ways that are non-disruptive to the facilities. (i.e. no nails, tacks, or hooks) Any damage caused to walls or facilities may result in fees or fines addressed to the Rental Party.
11. All areas are required to be returned in the condition they are received. The Rental Party will be responsible for ensuring that the Facilities are cleaned up following the rental. Clean-up responsibilities include:
  - a. Remove and dispose of all decorations, including adhesives and tape. All other materials and products supplied by the Rental Party must be removed at the end of the rental period.
  - b. All trash must be properly removed from the Facilities and disposed of. The Association does not provide a dumpster for Private Rentals. The Rental Party is responsible for removing all trash from receptacles in the immediate vicinity and within the Facilities rented and for installing empty trash bags into such receptacles.
  - c. Clean and disinfect all surfaces, especially where food was served.
12. The Rental Party may cancel the Rental Agreement at any time. Cancellations must be submitted in writing. All cancellations will be subject to a full refund of the security deposit. A full refund of the rental fees may be issued for Rental Agreements cancelled 30 or more days prior to the event. A 50% refund of rental fees may be issued for Rental Agreements cancelled 14-29 days prior to the event. Any reservations cancelled less than 14 days prior to the event will forfeit the full amount of the rental fee at the sole discretion of the Association.
13. This list is not an exhaustive list of rules and regulation. The Association reserves the right to amend these policies and procedures as necessary.

The undersigned hereby attests that they have read and understand the Rules and Regulations of the Association and agrees that they are responsible for all guests complying with said Rules and Regulations, as well as all laws and ordinances in effect. The undersigned hereby authorizes members of the Association's Board of Directors, its managers, as well as members of emergency services (sheriff, fire, and ambulance) to enter The Commons at any time with or without cause and waives any claims as a result of such entry. The Association's manager, a member of the Board of Directors, or the Sheriff's department shall have the authority to terminate The Commons rental immediately and cause all occupants to leave the Association's property if, in their reasonable discretion, a threat of injury to persons or damage to property has occurred or is threatened or if a violation of the Association's Rules and Regulations or of applicable laws or ordinances has occurred. Upon thirty minutes' notice, all occupants shall leave The Commons in an orderly manner and remove themselves from the Association's property or be subject to civil and criminal prosecution for trespass.

**Please note: The Commons is a non-smoking facility. The rental is for those portions of The Commons identified in Section A above only, not the pool or the rest of The Commons.**

Initial \_\_\_\_\_

#### **D. ATTENDANCE**

The undersigned agrees there will be no more persons in attendance at the function on the date listed above than the maximum capacity of the areas(s) as posted. (Underage guests will be chaperoned at all times and all guests must stay within The Commons.)

**Intended use:**

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**E. ALCOHOLIC BEVERAGES**

The undersigned agrees to comply with all State and local laws and ordinances concerning the use and consumption of alcoholic beverages, including but not limited to, **no one under the age of 21 will consume any alcohol**. The undersigned assumes all liability related to consumption of alcohol by guests and on the premises. Further, the undersigned agrees by the signing of this agreement that **no alcoholic beverages will be sold** on the premises.

- Alcohol **will not** be served or permitted during the event.
- Alcohol **will** be served. (If alcohol will be served, a non-refundable deposit along with proof of insurance covering liquor liability must be provided.) Please indicate which of the following apply:
  - Alcohol will be self-served during the event.
  - Alcohol or food will be catered (Undersigned must provide caterer's certificate of insurance with the proper licensing for the caterer).

**F. OUTSIDE VENDORS**

All outside vendors assisting with events on premises must meet the Association's minimum insurance requirements, as provided below, name the Association as an additional insured, and provide primary, non-contributory coverage. Minimum insurance requirements include the following:

- Workers' Compensation – Statutory Limits
- Auto Liability (owned/non-owned) - \$500,000/\$1,000,000 Bodily Injury
- Commercial General Liability - \$1,000,000 Occurrence
  - \$1,000,000 Personal Injury
  - \$1,000,000 Products/Operation
  - \$1,000,000 General Aggregate

The Association must receive a certificate of insurance evidencing coverage requirements prior to the event date.

**G. SET-UP/CLEAN-UP**

Rental of The Commons includes a 30 minute set-up period prior to the scheduled rental time and a 30 minute clean-up period after the rental time. The undersigned agrees to comply with THE COMMONS CLEAN-UP CHECKLIST and agrees to leave The Commons in a neat and clean condition. The renter takes full responsibility for locking up all doors to The Commons upon leaving and requiring all individuals to leave.

**The undersigned agrees to immediately notify the Community Manager of any damage that occurs during their rental time and understands that charges may apply to undersigned's account.**

**H. LIMITATION OF LIABILITY**

The undersigned agrees that neither the Association, its members, directors, agents, or managers shall be liable or responsible for the care and protection of any The Commons users or their possessions or for any loss or damage thereto of whatever kind and nature and, furthermore, they shall not be liable for injuries sustained within The Commons or upon the Association's property. Undersigned further agrees to indemnify the Association, its members, directors, agents, and managers against any damages and injuries occurring or resulting during undersigned's use of The Commons or Association property.

**I. ASSIGNMENT**

This agreement may not be assigned.

The undersigned understands their obligations and agrees to be bound by the terms of this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Home Telephone Number

\_\_\_\_\_  
Work Telephone Number

\_\_\_\_\_  
If Renter/Lessee, please print Owner's Name

Name\_\_\_\_\_

Phone No.\_\_\_\_\_

**EXHIBIT A**  
**ADD-ON RENTAL RATES**

- Room set-up (hourly rate of \$\_\_\_\_\_ applies)
  
- Grill rental (renter must supply own propane)