

RIGDEN FARM MASTER ASSOCIATION'S COMMUNITY CENTER LEASE AGREEMENT

Please fill out form and return with check either by mail to
2902 Rigden Parkway Fort Collins, CO 80525
or drop off in the lock box by the back door (West side) of the Barn within one
(1) week of making your reservation.

This Lease Agreement (Agreement or Lease) is made and entered into this _____ day of _____, 20__ by and between the Rigden Farm Master Association, herein referred to as "Lessor", and _____, herein referred to as "Lessee", who must be a resident of Rigden Farm Master Association, and be in good standing.

In consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF THE PREMISES. Lessor hereby leases to the Lessee The Barn, located at 2902 Rigden Parkway, Fort Collins, CO 80525 (Premises).
2. TERM OF LEASE. The Premises are intended as a space for events of short -duration (less than 24 hours including set up/cleanup) that do not span more than one calendar day. The term of the Lease shall begin at _____ am / pm on the _____ of _____, 20__ and end at _____ am/pm on the _____ of _____, 20__. *Please note: The maximum term for lease of the Barn is limited to 12 a.m. to 11:59 pm of the same calendar day.*
3. USE OF THE PREMISES. Subject to Lessor's right of entry, Lessee shall have exclusive use of the Premises during the entire term of the lease. Lessor or Lessor's agent may at any time during the term of this Agreement enter the Premises in a manner not disruptive to Lessee's use to inspect the Premises or to ensure compliance with the terms of this Agreement.
4. LESSEE'S RESPONSIBILITIES:
 - a. To maintain the Premises in good condition at all times and surrender the Premises in a neat, clean and orderly condition.
 - b. To be present and supervise the use of the Premises at all times during which any guests or invitees of the Lessee shall be on the Premises.
 - c. To abide by all federal, state and local laws and regulations governing the activities of the Lessee and Lessee guests and invitees, together with the Declarations of Covenants, Conditions and Restrictions, By-laws and Rules and Regulations of the Association. **Use of the premises shall be limited to social functions only.** No commercial endeavors, sales promotions, or profit-motivated activities are allowed (i.e. Tupperware parties, Mary Kay, travel promotions, etc.). Fundraising events for not for profit entities may be allowed at the sole discretion of Lessor.

- d. To abide by any and all regulations established by Lessor as stated in section 9 of this Agreement.
 - e. To be reasonably limit the noise level of all activities, keeping in mind the happiness of other homeowners.
 - f. To at all times restrict the number of occupants to 65 persons.
 - g. To at all times supervise the use of all kitchen facilities used for food preparation and/or food serving.
 - h. To provide at least one person at the front door of the building to supervise the arrival and departure of all guests and invitees of Lessee.
 - i. To, at NO time, affix any objects to the windows, walls or ceiling of the premises, without prior written approval of the association manager specified in detail on the last page of this Agreement or by attachment which shall be part of the Agreement.
5. RENT. Rent shall be a \$100.00 per day. If the reservation is canceled at least 72 hours prior to the event, the \$100 will be refunded. A reservation cancelled less than 72 hours prior to the event will result in Lessee being charged a \$50 cancellation fee.
6. DEPOSIT. A deposit of \$100.00 is required to lease the Premises. Lessee agrees to leave the Premises in the exact same condition as it was in at the start of the term of this Agreement. Failure to do so will result in cleaning or damage repair charges being charged to Lessee. Any such charges will be deducted from the Lessee's deposit with Lessee to pay any amounts due in excess of the deposit within 72 hours of notice of the amount due. Lessee agrees to the list of charges stated in the CHARGES section of this Lease and shall be responsible for all damages whether specifically listed in that section or not. Lessee assumes all responsibility for personal or other belongings brought to or left at the Premises.
7. DAMAGES. Lessee is fully liable for any damages to the Premises above and beyond the deposit amount including any costs, attorney's fees or other expenses incurred by Lessor to enforce the terms of this Agreement or to collect any amounts due from Lessee.
8. ASSIGNMENT. Lessee shall not assign or transfer this Lease, nor shall Lessee sublease the Premises.
9. CONDITIONS. By signing this Agreement, Lessee agrees to comply with all terms, conditions and covenants in this Agreement, specifically including but in no way limited to:
- The \$100.00 rent and \$100.00 deposit are due in full in advance.
 - A reservation will not be final nor shall this Agreement be binding on Lessor until the signed Agreement is returned to Lessor's manager and the rent and deposit payments are received from Lessee.
 - Return the Premises in the same condition as it was found at the start of the lease.

- Lessee shall not duplicate, or make copies of, keys in any way and shall not remain in possession of any keys after the end of the term stated in section 2.
- By order of the Fire Marshall no more than sixty five (65) persons shall occupy the Barn at any time. Lessor may immediately terminate this Agreement and retake possession for any violation of this provision, and Lessee shall, in addition to all other damages or amounts due under this Lease, be responsible for all costs, charges, fines or other expenses incurred by Lessor as a result of over-occupancy.
- No animals are allowed in the Barn.
- The Lessee will be present for the duration of the event and shall be responsible for any damage or theft occurring during the term of this Agreement or as a result of any failure to return keys on time or any retention of any keys by Lessee.
- Lessee may not use staples, nails, tacks or tape on the walls of The Barn. Lessee may use tape that is specifically for treated-wood walls. (Painters tape)
- The Lessee will pick up keys from the association manager during business hours and drop the keys in the drop box located on the west side of the Barn, next to the back door, not later than the end of the term of this Agreement stated in section 2.
- Lessee will be responsible for locking all doors and windows and turning out the lights.
- Any disagreement between the association manager and the Lessee will be arbitrated by the Board of Directors of Rigden Farm Master Association.
- The Barn is an old wooden structure, and for the safety of occupants and the facilities NO SMOKING OR OPEN FLAME of any kind is allowed within the Barn or within 25 feet of the exterior.
- No alcoholic or intoxicating beverages or substances of any kind shall be served or consumed on the Premises if ANY person under the age of 21 years is in attendance and not accompanied by at least one of that person's parents or legal guardians.
- No marijuana or THC containing products of any kind are permitted on the Premises.
- Lessee shall assume full responsibility for all persons in attendance and will hold Rigden Master Association, its agents, managers and all affiliated parties harmless for and indemnify them against loss resulting or stemming from any incident on the premises during the term of this Agreement or in connection with Lessee's event on the Premises.
- In consideration of homeowners in the area noise must be limited, especially after 10:00 p.m.
- Trash is to be placed in the container marked "barn trash" in the trash enclosure located west of the Premises. If the trash can is full, Lessee must remove the trash from the Premises and dispose of it at their personal residence. Lessee may not place trash in the enclosure or the container marked "house trash".
- Tents, for day time use only, may be erected in the common area. Prior approval for tents and their specific location(s) must be obtained from the association manager at least 72 hours prior to the beginning of the term, and. Lessee is responsible for any damage done to the sprinkler system or other portions of the Premises. All tents must be taken down not later than 30 minutes prior to sunset. No overnight camping is allowed on the Premises. The Association's insurance policy does not cover any

damage to the tent or anything brought onto the Premises by Lessee or Lessees guests or invitees.

- In addition to all other remedies specified in this Lease or available pursuant to law, Lessor has the right to immediately terminate this agreement, terminate Lessee's use and occupancy of the facility and to immediately repossess the Premises if any of the following occur:

Any law of the city, state, county or any other jurisdiction is violated or if law enforcement is called in connection with Lessee's use of the Premises or law enforcement responds to the Premises whether summoned or not.

1. Any Association Rule, Regulation or By-Law is violated.
2. Excessive noise after 10:00pm or if Lessee, guests or invitees have been warned about noise and any noise complaint is subsequently received by Lessor or its manager regardless of if that complaint occurs prior to 10 pm.
3. Any damage to the clubhouse or surrounding areas.

CHARGES:

- \$50 Canceling reservation less than 72 hours prior to the beginning of the term stated in section 2;
- \$40 if the kitchen and bathroom floor are not thoroughly cleaned;
- \$20 if the kitchen counter tops, microwave, oven or coffee pot are not thoroughly cleaned;
- \$40 if the carpet is not thoroughly vacuumed;
- \$20 if trash not removed, including bathroom trash;
- The lesser of \$125 or the actual cost to have all locks re-keyed if all keys are not returned or any key is lost;
- \$60 if extra trash is placed in trash enclosure or put in wrong container;
- \$60 if bathrooms are not thoroughly clean
- \$150 Replacement of first damaged Carpet or Vinyl Tile
- \$75 Replacement of each additional damaged tile
- Lessee shall be responsible for the cost of repair of any other damages on a time and materials basis for the contractor(s) hired to perform the work plus \$75.00 per hour for time spent by Lessor's manager or other authorized representative to arrange for the work and to supervise its completion and to review and approve the work upon completion.

The association manager will check the condition of the clubhouse prior to and after the Lessee's use. The association manager will notify Lessee by phone or email of any damages. Lessee shall not be responsible or liable for aspects of use that are considered normal wear and tear.

Please contact Tara at Rigden Farm Management by calling 970-481-5048 or email rigdenfarmmanagement@gmail.com to arrange a time to pick up the keys. Keys are to be picked up from the Farm House by the barn prior to the event. Keys cannot be checked out

more than two days ahead of the event and may not be available until a later time if other events are scheduled within two days of the beginning of the term of this Agreement. Neither Rigden Farm Management nor Rigden Farm Master Association will be responsible for any loss or damages to Lessee resulting from Lessee not making arrangements to pick up the key(s) prior to Lessee's event.

Lessee: _____
Signature

Printed Name

Address: _____

Phone Number: _____

Email: _____

Lessor: Rigden Farm Master Association
