

AGREEMENT FOR USE OF CLUBHOUSE FACILITIES ON POWDER HORN MOUNTAIN

THIS AGREEMENT, made and entered into as of the _____ day of _____ 20 ____ by and between the Powder Horn Mountain POA, Inc. ("Agent") and _____ ("User").

Agent agrees to allow User the limited use of the Powder Horn Mountain Clubhouse (not including any recreational amenities) for the time period specified below upon the following terms and conditions and per the attached Clubhouse User Policy:

1. User shall be allowed to use the facility only during the hours of _____ through _____ on the _____ day of _____, 20____.

2. User shall use the facility solely for the purpose of:

3. The User, for himself and his guests and agents, agrees to use the facility in a lawful and orderly manner without creating a nuisance to any other parties. Further, User shall keep and maintain the facility in good order and shall be responsible for any damage to the facility incurred during or in connection with its use. Immediately after use, User shall clean and restore the facility to its condition prior to its use. In order to secure the performance by User of all terms and conditions of this Agreement, User shall deposit with Agent a security deposit of \$_____, payable upon signing this Agreement. Said security deposit shall be refunded by Agent to User within fifteen (15) days if Agent determines that all terms and conditions have been complied with.

Additional rent (non-refundable and based on the attached schedule) of \$_____ is payable upon reserving the Clubhouse.

4. User or his agent agrees to obtain and return the Clubhouse key from the Powder Horn Mountain POA office during normal business hours. Clubhouse must be locked and all lights turned off by User when departing. User will be held responsible for any damage or vandalism that may occur due to negligence of User not properly locking the Clubhouse.

User shall indemnify and hold harmless the Agent, its officers and employees for any and all liability loss, cost, damage or expense, including without limitation any reasonable attorneys' fees, arising out of or in any manner connected with the use of the facility by the User, whether caused by User's acts, negligence or otherwise. User further agrees to the terms of the attached User Informed Consent and Waiver to be signed by the User at the same time as the signing of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals the day and year first written.

User Name(s) (Print): _____

User Signature: _____ User Signature: _____

User Address: _____

Home Telephone No: _____ Business Telephone No: _____ Fax No: _____

BY: _____

Powder Horn Mountain POA Office Signature (Agent)