

**Angler Mountain Ranch Yacht Club**

**Policies and Usage Agreement**

Effective September XX, 2022

The following rules apply to use of the Angler Mountain Ranch Community Center, also known as “The Yacht Club”. The Yacht Club is comprised of the Community Center Building, the Watercraft Storage area, and the deck.

1. **ELIGIBLE USERS:** Only Angler Mountain Ranch Homeowners and Waters at Silver Trout Homeowners (USERS) and their guests may use the Yacht Club. Guests must be accompanied by a USER. USERS who are renting their property may not give access to the Yacht Club to their renters. Use may be granted to a limited selection of outside parties as described in Section 2 below.
2. **SCHEDULING REQUIREMENTS**: Use of the Yacht Club may be reserved as described below. All events must be scheduled through the AMR HOA Property Manager by email. Only USERS may schedule an event to be held at the Yacht Club. The schedule can be viewed on the HOA website [www.amr-hoa.com](http://www.amr-hoa.com).
	1. **Private Party – 8 hours**, suitable for events such as wedding receptions and family gatherings. USERs will have full use of the interior of the Yacht Club and the deck, may invite outside guests, and have access to the Yacht Club for 2 hours on the preceding evening for set-up. Please note the parking limitations described below. USER will pay a fee of $250 and provide a security deposit of $150. Reservations may be made up to 24 months in advance.
	2. **Private Party – 4 hours**, for events such as graduation parties, rehearsal dinners, and birthday parties. USERs will have full use of the interior of the Yacht Club and the deck, may invite outside guests, and have access to the Yacht Club for 2 hours in advance for set-up. Please note the parking limitations described below. USER will pay a fee of $125 and provide a security deposit of $150. Reservations may be made up to 12 months in advance.
	3. **Community Party/Event** – 3 hours for gatherings of homeowners, either of a single neighborhood or community wide, and invited guests with use of the Yacht Club and deck; other homeowners, not at the party, will also have use of the deck and bathroom facilities. There is no fee but USER must provide a $150 security deposit. Reservations may be made up to 3 months in advance; however Private Parties will have priority for reservations.
	If the party is expected to last beyond 3 hours, USERs should reserve as a Private Party; multiple Community Parties may not be daisy-chained one after the other.
	4. **Executive Board meetings, Neighborhood Committee meetings, HOA Annual meetings, HOA functions**, which will have use of the interior of the Yacht Club. No fee and no security deposit.
	5. **Public Service Meeting and Non-Profit Charitable Meetings** with use of the interior of the Yacht Club; no Fee and $150 security deposit. Limited to 4 meetings for each organization per calendar year.
	6. **Clubs and Outside Organizations**; USER may reserve the Yacht Club for a meeting of a club/organization of which they are a member. This provides use of the interior of the Yacht Club For 3-hour time period. Club/organization will pay a $50 fee and $150 security deposit. Limited to 4 meetings for each club/organization per calendar year.
	7. **Individual/Daily access** for homeowners and guests does not require any scheduling, fee, or security deposit. This is available when there is no scheduled event. Other homeowners may share the Yacht Club facilities equally at the same time. Each homeowner is granted a unique Door Usage code which they can obtain from the Property Manager. They and their accompanied guests may use the deck, main room, TV, and bathrooms if the Yacht Club is not reserved. USERs should check the calendar to confirm the Yacht Club has not been reserved.
	The deck, picnic tables, and outdoor chairs are always available unless a Private Party is scheduled.
3. **FEES AND SECURITY DEPOSITS:**
	1. **AMR homeowners**: Security deposit checks should be mailed to the AMR HOA.
	2. **Silver Trout homeowners**: Security deposit checks should be mailed to the AMR HOA.If a fee is required, a separate check should be sent for this to the AMR HOA.
	3. **Public Service Meeting and Non-Profit Charitable Meetings:** Security deposit checks should be mailed to the AMR HOA.
	4. **Clubs and Outside Organizations:** Clubs/organizationsshould mail a check for the fee and a separate security deposit check to the AMR HOA.
	5. If a USER schedules several events, one security deposit will be sufficient to cover all reservations on a rolling basis. However, if a clean-up is charged following one such event, the deposit must be renewed. Otherwise, all subsequent planned events will be removed from the schedule. Likewise, if the check has expired after multiple reservations a replacement check must be provided.
4. **CLEAN-UP:** The USER is responsible for clean-up of the Yacht Club following their event: clean-up of the kitchen and bathroom, removal of all trash, empty and clean the refrigerator, return all furniture to the original positions, turn off all lights, TV and fireplace, and close all doors and windows.
The Yacht Club will be inspected after your event for damages and cleanliness; any charges will be subtracted from your security deposit. If charges exceed the security deposit, the excess will be assessed to your account by the HOA accounting firm, for AMR USERs; other renters will be billed directly. If there are no charges your check will be returned to you or destroyed upon request.
If the Yacht Club is not in this clean condition when you enter for your scheduled event, please notify the Property Manager, with photos. Otherwise, clean-up will be charged to your security deposit.
5. **PERSONS UNDER TWENTY-ONE (21):** Events at which any attendees are younger than 21 years of age must have at least one adult (over the age of 21) present. The USER must be present at all times and may be the adult present for the minors in attendance.
6. **NO PROFIT-MAKING EVENTS:** The Yacht Club shall NOT be used for profit-making events.
7. **COMPLIANCE WITH LAWS:** USERs shall comply with this Agreement, the Yacht Club General Rules, and all other applicable rules, laws, ordinances, and regulations set forth by the Association’s governing documents, the Town of Silverthorne, Summit County, the State of Colorado, and the United States.
8. **USER’S RESPONSIBILITY FOR GUESTS:** The USER is responsible for the conduct of his/her guests. The USER is also responsible to see that all guests comply with this Agreement, the Yacht Club General Rules, and all other applicable rules & laws. The USER must be present at all times that guests are using the Yacht Club.
9. **CATERER/KITCHEN USE:** Any caterer that the USER hires shall possess all current state and local licenses to serve food and alcohol, shall carry liability insurance with coverage of $1,000,000, shall carry worker’s compensation insurance as required by the State of Colorado, and shall provide copies of the all licenses and insurance certificates to the AMR Commons Property Manager prior to the event. Caterers shall be given a copy of the Usage Agreement and shall comply with this Agreement and the Rules & Regulations, described herein, and all other applicable rules, laws, ordinances, and regulations.

The USER must inform the caterer that:

* 1. The kitchen is a warming and serving kitchen only. All food must be prepared off-site.
	2. There is only a standard sized refrigerator to hold cold liquids.
1. **HOURS:** Activities conducted in the Yacht Club must cease no later than 10:00 PM, and clean up must be completed by 10:30 PM. Preparation for Private Parties may be performed the day before, subject to not clashing with other scheduled events. Preparations for Semi-Private Meetings may be performed 2 hours before the event subject to not clashing with other scheduled events.
2. **USE OF THE YACHT CLUB**:

**Alcohol**:

**Sale:** Under no conditions will the sale of alcohol be allowed at the Yacht Club.

**Insurance:** If alcoholic beverages are to be consumed at a Private Party (4 hour or 8 hours in length), the USER is required to obtain a Special Single Event Policy for the event in the amount of $1,000,000 with alcoholic beverage coverage, or proof of a rider to the Homeowner’s personal residence insurance. Copies must be provided to the AMR Commons Property Manager prior to the event.
**Community Party:** Alcohol is permitted for individual use. Sharing with spouses and immediate family members is permitted.

**Under Aged Attendees**: Under no circumstances is alcohol to be made available to under aged attendees at any time.

**Weapons:** Firearms are prohibited at the Yacht Club.

**Fireworks:** No fireworks are allowed at the Yacht Club.

**Smoking:** No smoking is permitted at the Yacht Club.

**Flammable Materials:** No flammable materials, such as bunting, tissue paper, crepe paper, etc., are permitted for use as decoration or otherwise. All materials used for decorative or scenic purposes must be treated with a flame-retardant and approved by the Lake Dillon Fire Department. Such approval must be attached to the signed Usage Agreement. The use of candles, kerosene lanterns, lamps using lamp oil, etc. is prohibited. A minimal number of small candles may be used on (birthday, anniversary, etc.) cakes.

**Other Decorative Materials:** Only painter’s tape and/or removable poster tape may be used to attach items to any portion of the building, including walls, ceilings, beams, doors and windows.

**Parking and Safety:** The USER and guests must observe all safety, traffic, and parking regulations on Fly Line Drive. Parking is restricted to the parking slots on the roadway. There are 7 marked parking slots, 1 handicapped spot, and approximately 7 overflow parking spots across the road between the overflow parking signs.

Additional street parking, up to 10 additional vehicles, is allowed if the USER obtains a permit from the Silverthorne police department. Proof of permit must be supplied for all functions where the number of attendees is expected to exceed 40 people. The USER should plan accordingly for safe parking for guests and caterers. They should strongly encourage their guests to carpool or walk to the event.

1. **YACHT CLUB GENERAL RULES:** USERs should familiarize themselves with the [Yacht Club General Rules](https://www.amrhoa.com/_files/ugd/66ba5e_e033be4ef2d64a8f84b9df51ab3dad6c.pdf) which are posted on the Yacht Club notice board and also on the HOA website [www.amr-hoa.com](http://www.amr-hoa.com).
2. M**AXIMUM OCCUPANCY:** The maximum occupancy of the Yacht Club is 108.
3. **PENALTIES:** If the USER or their guests do not fully comply with this Usage Agreement or the Rules and Regulations, the penalty provisions of the AMR Rules and Regulations will be applied.

**AMR Yacht Club USER Agreement**

EVENT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EVENT TYPE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SPONSER’S NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SPONSER’S ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE AND TIME OF EVENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXPECTED NUMBER OF ATTENDEES: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I have read and agree to the Yacht Club General Rules and agree to this USER Agreement

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

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

AMR Homeowners: Reservation fees, if required, will be charged to the USER’s account by the AMR HOA Accountant. A check for your security deposit should be sent to the AMR HOA.

Silver Trout homeowners: A check for security deposit and a separate check for the reservation fee, if required, should be mailed to the AMR HOA.

Public Service/Non-Profit Charitable: Security deposit check should be mailed to the AMR HOA.

Outside clubs/organizations: A check for security deposit and a separate check for the reservation fee should be mailed to the AMR HOA.

All checks should be payable to Angler Mountain Ranch HOA and mailed to the address below. Reservations are subject to cancellation if checks are not received within 10 business days.

Angler Mountain Ranch HOA

367 Fly Line Dr.

Silverthorne, CO 80498