## **Beacon Point Clubhouse Facility Use Rules and Regulations**

<u>General Information</u>. All Clubhouse reservations will be made in person at the Beacon Point clubhouse. Reservations are paid for online using the online reservation and payment system. Only homeowners and renters on record are eligible to reserve the Community Room in the clubhouse. Homeowners must be 21 years or older to complete the reservation agreement and must be in attendance for the duration of the event.

Commercial activities are not permitted on clubhouse grounds at any time, including but not limited to any for-profit activity, such as selling or promoting services, food, or materials.

The Community Center consists of the rental room and attached kitchen. No other areas or rooms in the Clubhouse, nor the pool, will be reserved in this agreement. The Community Room can easily accommodate up to 60 people. The maximum size for any event is 80 people.

<u>Reservation Costs</u>. The reservation time block includes the event itself, as well as time for setup, tear down and clean up. You may not arrive earlier than your selected time block to set up, nor may you stay after your selected time to tear down and clean up. Reservations are permitted from 8:00am to 12:00am. All guests and personal belongings must be removed prior to the end of the reservation block.

The renter will be charged an additional staffing fee of \$45 per hour for any times the reservation is outside of the Clubhouse staffed hours of Monday and Wednesday 3:00pm to 8:00pm, Tuesday and Thursday 10:00am to 2:00pm, and Friday and Saturday 12:00pm to 6:00pm.

<u>Damage Deposit</u>. The renter agrees to place a deposit of \$300.00. A hold will be placed on the renter's credit card as a damage deposit. Any fees for damages or improper cleanup will be charged against the hold. If the deposit is insufficient to pay for the damage and/or clean-up, the renter agrees to pay for any and all additional costs. Or. During the online reservation process, payment must be made by credit/debit card for both the \$300 security deposit and your rental fee. Your reservation is not confirmed until payment is received, and you have received a confirmation email from the booking system. Your \$300 will be refunded to you within 10 business days of your event if the facility is determined to have been left in a satisfactory condition.

<u>Set Up</u>. Furniture is not permitted to be moved in preparation for and during the duration of the event. You are not permitted to tack, staple, tape, nail, or use anything that would puncture or damage the walls, to secure decorations or other items. All decorations must be free standing and not supported by windows, doors, or any other interior structure. Throwing of (or any usage of) rice, birdseed or confetti is not permitted. The use of glitter in any form is not permitted and will incur extra cleaning charges.

<u>Amenities</u>. Renters are permitted full use of the stackable chairs and foldable tables provided in the community room:

- 48 Folding Chairs
- 9 6ft Folding Banquet Tables
- 1 6ft Buffet/Conference Table

Renters are expected to clean these items and properly stack them after the event. Event guests may use supplies located in the kitchen. The renter agrees that the kitchen supplies are the property of the Beacon Point Metropolitan District, and all supplies will be rinsed and loaded in the dishwasher at the end of the event. The fireplace may be used by event guests and must be turned off the fireplace at the end of the event.

<u>Policies</u>. All exterior doors must remain securely closed during the event, except during loading or unloading. Event guests are not permitted on the lower level, in the elevator, the stairways, or in the workout room.

<u>Alcohol</u>. Alcoholic beverages are strictly prohibited at any youth function. The renter agrees to comply with the state and local laws concerning alcoholic consumption and agrees that no alcoholic beverages will be sold on these premises. The reservation host is responsible for providing a designated server over the age of 21.

<u>Smoking</u>. The Clubhouse is a smoke-free facility (all tobacco, marijuana and vape products) and guests wishing to smoke need to do so off of the property.

<u>Tear Down</u>. The renter agrees to leave the community center neat, clean, and any unusual messes will be cleaned up. The renter agrees to notify clubhouse staff immediately of any damage. Any additional cleaning performed by the clubhouse staff will be charged against the deposit hold at rate of \$75 per hour. The renter agrees that all trash will be completely removed from the center and taken home or disposed of in the trash receptacles in the Northwest corner of the parking lot. Trash may not be left on the grounds, or the entire deposit amount will be charged.

<u>Cancellation</u>. Cancellations more than 72 hours of scheduled event time will result in a full refund. Cancellations within 72 hours will result in forfeiture all rental and staff fees.

<u>Limitation of Liability & Indemnification</u>. The clubhouse is equipped with a video security system. A camera is in place in both the rental room and kitchen. The security system can be reviewed by staff at any time to determine adherence to this agreement.

If the renter violates any part of this agreement, the renter agrees to forfeit the entire deposit pending a review by the Board of Directors.

The renter agrees that neither the Metropolitan District, Manager of Metropolitan District, or Front Range Recreation shall be liable or responsible for the care and protection of any quest or their possessions or for any loss or damage thereto, of whatever kind or nature. The renter acknowledges and agrees that neither the Metropolitan District nor Manager shall be liable for injuries to persons or property occurring within the facility.

The renter agrees to indemnify and hold harmless Front Range Recreation, Inc., the Metropolitan District, the Manager, and their officers, directors, agents, employees, contractors, and subcontractors harmless from and against any and all damages, losses, liabilities, claims, costs, and expenses including reasonable attorney's fees, asserted against any of the foregoing by the renter, his or her family, guests, employees, or invites arising in any way out of use, operation or maintenance of the Community center. This indemnification also shall apply to any damages, losses, reasonable attorneys' fees, asserted by persons who have gained access to the Community center as a result of actions or omissions of the renter.