

Independence Overlay Clubhouse Rules 2025

Availability The Rental Party must be a resident or property owner of the District to be eligible to reserve District facilities. District sponsored programs and activities have priority of use of District facilities; therefore, consecutive nightly, weekly, or monthly usage may not be available. The Rental Party represents that the event is a private function, by invitation only, and is not open to members of the general public. It is also acknowledged that the Rental Party's right to use the Clubhouse for this event is subject to: (a.) the District's Rules and Regulations; (b.) being in good standing with the District at the time this Agreement is signed, and at the time of the event; and (c.) prior reservations. The Rental Party must be at least 18 years of age to reserve a facility. No alcohol is allowed on premises.

Deposit: \$500 – not taken out at time of rental

*Max Persons: 39

*Reservations can only be made within 12 months of rental date

*Clubhouse is not available for rent on any holidays including, but not limited to New Year's Day, Easter, Memorial Day, 4th of July, Labor Day, Halloween, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve

Reservations/Cancellation Reservations for the clubhouse are \$25.00/hr. There is also an understood deposit. Reservations will not be considered final until approval of the Application for Facility Use is granted, and the appropriate fee(s) if any and deposit(s) have been paid. Rentals are approved on a first come, first served basis. Functions may be cancelled by the Rental Party by sending written notice to Front Range Recreation no less than seven (7) days in advance without penalty. It is understood that the penalty for cancellation of a function less than seven (7) days in advance is a forfeiture of the Rental Fee, if any. The District may terminate this Agreement prior to the day of the event if the District, in its sole discretion, determines that use of the Clubhouse for the event will adversely affect the public health, safety or welfare. Upon termination of this Agreement by the District, the District shall refund the full "Deposit" and the full "Rental Fee" (as shown on the Application for Facility Use) to the Rental Party.

Use of Facilities The Rental Party shall have exclusive use of the Clubhouse Room during the Rental Period for the sole purpose of staging the event as described in the application. Only the kitchen, common room, restrooms, are to be used under the Clubhouse Agreement. Doors to the pool from the common area or the community room, must remain closed with no entering or exiting traffic. Other amenities, such as parks, are not reserved under this Agreement and may be used by homeowners on a first come, first served basis. The pool is not included in this agreement and is not to be used during a clubhouse reservation.

Use of Pool The Rental Party acknowledges that they are renting the Clubhouse only and will not have use of the pool area. The Rental Party agrees that no one in the Rental Party's event will be on the pool deck or interfere with use of the pool by others.

Set Up / Cleaning All set up, take down and clean-up is the responsibility of the Rental Party. Upon conclusion of the event, the Clubhouse will be left in its pre-event condition, all decorations will be removed, and trash will be bagged, removed from the facility, and placed in the trash receptacle in the parking lot. All equipment and furniture will be returned to their proper storage locations or removed, as applicable. Standard cleaning, including vacuuming, surface cleaning, mopping hard floors, cleaning the kitchen and refrigerator, and restrooms will be performed, as needed, by the Rental Party. The Rental Party will also be responsible for cleanup of the exterior grounds if needed. Additional post-event cleaning costs incurred by the District shall be the responsibility of the Rental Party and shall be billed to the account associated with the Rental Party's District address in the District's sole discretion.

Condition of Facilities A pre-event condition checklist is to be completed by the Rental Party. The Rental Party is responsible to report any existing damage of the facility to District staff before their event begins on the provided checklist. Failure to report damage will result in the Rental Party accepting responsibility for all existing damage. The Rental Party agrees to complete the checklist given at the time of reservation. In the event the rental takes place outside of normal business hours, the Rental Party shall leave a message detailing the damage on the Front Range Recreation voicemail (303-617-0221). Within 72-hours after the scheduled event, a Front Range Recreation representative will perform a post-event inspection of the Clubhouse. Front Range Recreation shall make a determination or finding as to any unsatisfactory cleaning and/or other damage. Any costs arising out of such finding shall be final and binding on the Rental Party. Front Range Recreation shall be entitled to take such actions as required to restore the Clubhouse to its condition immediately following the event and the Rental Party acknowledges they are responsible for all related costs.

Damage/Security Deposit A \$500 pre-authorization and hold will be placed on the rental party's credit card. The Rental Party agrees that if, in the sole judgment of Front Range Recreation, the District must incur costs to restore the Clubhouse or any of the District's facilities to its/their pre-event condition, the District shall be entitled to apply the full Deposit or any portion thereof against such costs. If the Deposit is insufficient to pay for the damages and/or clean up, the Rental Party agrees to pay for any and all additional costs. The Rental Party further agrees that the District may invoice the Rental Party for any charges in excess of the Deposit. The Rental Party agrees to pay any such invoice charges within thirty (30) days, and if any such invoice charges are not paid within thirty (30) days, interest shall accrue at a rate of eighteen percent (18%) per annum from the thirtieth day following the date of the invoice until paid. Such unpaid amounts shall become part of the fees and charges due and owing by the Rental Party to the District and shall constitute a perpetual statutory lien against the real property owned by the Rental Party (or the Owner as set forth on the signature page) pursuant to § 32-1-1001(1)(j), C.R.S. The selection of the contractor for any cleaning, repairing or replacement shall be within the sole discretion of the District. If charges or fines are charged to the Rental Party and the rental party would like to appeal for a refund after their event has taken place, they must contact Independence Overlay Metropolitan District, and schedule an in-person appeal during a regularly scheduled board meeting.

Alcoholic Beverages No Alcoholic is allowed in the Community building or at the pool at any time.

Smoking The Rental Party acknowledges that the Clubhouse and pool areas are NON SMOKING facilities. No smoking is allowed anywhere within the Clubhouse and the fenced areas of the pool, or within 25 feet of the Clubhouse or pool at any time. The Rental Party agrees that violation of the nonsmoking provision will be sufficient reason for assessment of an additional \$100 fine.

Use Restrictions No staples, nails, tacks, pins, tape, or screws are allowed to be fastened by the Rental Party to any District facility at any time. The Rental Party agrees that use under this Agreement will comply with all laws of the United States, the State of Colorado, all ordinances, rules and regulations of Elbert County and the requirements of the District, the District Manager, local police and fire departments.

The following use restrictions shall be in effect at all times:

- a. Excessive noise or misconduct shall be grounds for immediate revocation of the right to use the facilities. All music must be kept at levels that do not disturb the reasonable peace and quiet of any citizen. All noise shall be confined within the building and doors will remain closed when music is playing.
- b. Upon sufficient cause and in the interest of the safety of the public, the District, its authorized representatives (including private security) and the Elbert County Sheriff's office shall have authority to close the Clubhouse to public and private activities.
- c. Elizabeth Fire Protection District fire codes mandate the legal capacity of the Clubhouse. Doors may not be blocked at any time and a clear five-foot wide pathway to ensure safe exit must be maintained. The maximum allowable occupancy of the entire Clubhouse is 75 persons at any time.
- d. Throwing or other use of rice, birdseed, confetti, sparkles, glitter, or similar items is not permitted inside or outside of the Clubhouse and pool area. Special permission may be granted on a case-by-case basis. Additional cleaning fees will apply if additional cleaning is required, as provided for in this Agreement.
- e. Children's parties must have parent/adult supervision. This rule applies for any persons under the age of eighteen (18).
- f. No weapons of any type or fireworks are allowed in the Clubhouse, pool or the immediately surrounding area.
- g. The Rental Party agrees to comply with all state and local laws, ordinances, and regulations, including, but not limited to, parking, open container, noise, disorderly conduct, or loitering. The Deposit may be forfeited as the result of violating these provisions.

Parking The Rental Party acknowledges that parking is available only on a first come, first served basis. Function guests may not park in areas not designated as parking areas. Cars parked in inappropriate areas must be moved upon request or will be towed at the owner's expense.

Vendors and Suppliers All Rental Parties will furnish their own equipment and materials unless specifically designated on the application. Subject to prior agreement being made with Front Range Recreation, the Rental Party agrees that entertainment companies, caterers, florists, photographers and

all other third parties providing services for the event, will coordinate their arrival and departure times to coincide with the base use period. If the facility is not left vacant after the completion of the rental, it is understood that the actual costs of tear-down will be assessed, and the Rental Party will be responsible for all cleaning, storage, and rental fees during the time premises are not vacant.

Loss The District and Front Range Recreation are not responsible for lost or stolen articles.

Exceptions Any exceptions to the provisions set forth in this Agreement will be considered by the District on an “as requested” basis and such requests shall be submitted in writing.

Breach of Agreement/Fines The Rental Party agrees that violation of any of the above provisions or the District’s Rules and Regulations may result in fines of up to \$250, forfeiture of the Deposit, and additional fees/fines, being billed to the Rental Party, at the discretion of the Board or District Manager. Further, any such violation may preclude the Rental Party from using District facilities in the future, at the discretion of the Board or the District Manager. The District shall have all rights available under law and the District’s governing documents for enforcement of the provisions of this paragraph.

Limitation of Liability and Indemnification Rental Party accepts full responsibility for all guests and agrees to be financially responsible for any damage caused by them, even if such costs exceed the amount of the Deposit. Rental Party releases and agrees to fully indemnify and defend the District and its representatives from all liability resulting from Rental Party’s use of the Clubhouse and surrounding area, including liability for any attendee to Rental Party’s function. Rental Party agrees to save, indemnify, defend and hold harmless the District and its officers, directors, agents, employees, contractors and subcontractors against any and all damages, losses, liabilities, claims, costs and expenses, including reasonable attorneys’ fees incurred by the District arising out of any claim asserted by the undersigned, his or her family, guests, employees, invitees or third-parties in conjunction with or arising in any way out of the use, operation or maintenance of the Clubhouse. Rental Party expressly acknowledges and agrees that the activities at the facility may be dangerous and involve risk or serious injury and/or death and/or property damage and hereby assumes full responsibility for the risk of bodily injury, death or property damage resulting from the negligence of the District or otherwise while in or upon the District’s facilities or for any purpose while participating in the event which is the subject of this Agreement. Rental Party hereby releases, waives, discharges and covenants not to sue the District, its officers, officials, representatives and assigns from all claims, demands and any and all manner of actions, causes of action, suits, damages, claims and demands whatsoever in law, or in equity, which the Rental Party now has, or which its successors, executors or administrators hereafter can, shall or may have, for, upon or by reason of any manner, cause created by or existing out of the permitted use of the facilities by the Rental Party, or any person using the reserved facilities. Rental Party expressly agrees that this reservation, release, and indemnification is intended to be as broad and inclusive as is permitted by the law of the state of Colorado, and further that if any part hereof is held invalid, the remainder of this Agreement shall continue in legal force and effect.

Animals No animals, except documented service animals for the disabled, are allowed in the facilities.

Severability If any portion of this agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, which shall remain

in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

Miscellaneous This agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings, and commitments.

Governmental Immunity Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S.

Counterpart Execution This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings. Rental Party has read and fully understands and has voluntarily signed this Agreement. Rental Party understands that this is a legal document and has had the opportunity to consult legal counsel or by signing below waives the right to do so. Rental Party shall be considered the legally responsible party for compliance with all rules and regulations of the District. The Property Owner associated with the District account, if not the Rental Party, shall also be considered a legally responsible party under this

Agreement Failure to fully comply with the terms and conditions of this Agreement and all rules and regulations of the District may result in the forfeiture of the Deposit and the Rental Party's inability to rent facilities in the future.

I, BY TYPING MY NAME INTO THE SIGNATURE FIELD, AM SIGNING THIS AGREEMENT ELECTRONICALLY. I AGREE MY ELECTRONIC SIGNATURE IS THE LEGAL EQUIVALENT OF MY MANUAL SIGNATURE ON THIS AGREEMENT. I HEREBY AFFIRM TO HAVE READ AND UNDERSTAND AND AGREE TO COMPLY WITH THE INDEPENDENCE OVERLAY METROPOLITAN DISTRICT CLUBHOUSE AND/OR POOL RESERVATION AGREEMENT, AND HAVE READ, AM FAMILIAR WITH, AND AGREE TO ABIDE BY ALL RULES AND REGULATIONS OF THE DISTRICT.