



Clubhouse Reservation Rules and Regulations

General Facility Rental Information

Clubhouse Deposit: \$300.00

Resident Fee \$30.00 per hour with a 3-hour minimum

Non-Resident Fee \$140.00 per hour with a 3-hour minimum

Reservation hours are available from 8:00am to Midnight.

Reserved time includes set up and clean up. No additional time is provided for free.

If alcohol is present, security is required.

Maximum Occupancy is 72.

Clubhouse Rental Agreement

This Clubhouse Rental Agreement ("Agreement") is made between Tallyn's Reach Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and (the "User") for use of the clubhouse on this specified date.

- **Availability.** District-sponsored programs and activities have priority of use of District facilities; therefore, consecutive nightly, weekly, or monthly usage may not be available. The User 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 User'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 User must be at least 18 years of age to reserve a facility or 21 years of age if alcohol will be present.

- **Eligibility.** Only persons who are permitted to use the Recreation Amenities under the Policies and Procedures, are current on any fees and assessments owing under the Policies and Procedures, and in compliance with all requirements set forth in the Policies and Procedures are eligible to execute this Agreement. Execution of this Agreement by a person other than a User shall be of no force or effect.
- **Fees.** Rental fees must be paid at time of reservation. There is a 3-hour minimum for any reservation. Resident fees are \$30.00 per hour and Non-Resident Fee \$140.00 per hour. **RESIDENT BOOKINGS WHERE ADDRESS AND OWNER CANNOT BE VERIFIED ARE SUBJECT TO CANCELLATION.**

The User ensures that at the conclusion by the end of the rental period, all Event attendees have left the Clubhouse area prior to the earlier of the end of the Rental Period, or the hour of 12:00am on the day immediately following the start of the Rental Period. The District may collect the Penalty from the Deposit. The Penalty shall become due on the date of the Event and the User agrees to pay the Penalty within thirty (30) days of the day of the Event. Interest shall accrue at the rate of eighteen percent (18%) per annum from the thirtieth day following the date of the Event and all such amounts shall be added thereto. Such unpaid amounts shall become part of the charges due by the User to the District and shall constitute a lien against real property of the User existing within the boundaries of the District.

- **Penalty for Exceeding Rental Period.** The User shall have use of the Clubhouse for the time period not to exceed the Rental Period (on first page) for the sole purpose of staging the Event, and such use shall be exclusive of all other User or guests thereof, during said period. **FAILURE OF THE USER TO COMPLY SHALL RESULT IN A PENALTY OF THREE HUNDRED DOLLARS (\$300).** Notwithstanding any term or provision set forth herein, in no circumstance shall the Event extend beyond the earlier of the end of the Rental Period, or the hour 12:00am on the day immediately following the start of the Rental Period.
- **Damage/Security Deposit.** The renter acknowledges a hold of \$300.00 on their credit card. Non-residents will be charged the full deposit at the time of booking. Non-Resident damage deposits will be returned within 10 days of the scheduled event. The User agrees that if, in the sole judgment of District staff, 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 User agrees to pay for any and all additional costs. The User further agrees that the District may invoice the User for any charges in excess of the Deposit. The User 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 User to the District and shall constitute a perpetual statutory lien against the real property owned by the User (or the Owner as set forth on the signature page) pursuant to § 32-1-1001(I), C.R.S. The selection of the contractor for any cleaning, repairing or replacement shall be within the sole discretion of the District. The District shall refund the Deposit, or any remaining amount thereof, within 10 days from the first business day immediately following the event, to the User.
- **Key Card.** Non-residents using the facility shall use a coded lockbox for the time of their event. The Keycard must be returned to the lockbox after the event, or a \$50.00 fee will be charged.
- **Access.** The code information will be provided in the reminder email sent approximately 1 week prior to the event.
- **Security.** Security personnel is required for all rentals if alcohol will be present. You must notify Front Range Recreation with the name and contact of your security provider, and User will be responsible for all costs related thereto. Security can be an off duty police officer, military police, government law official or hired security.
- **Alcoholic Beverages.** Alcoholic beverages may be served provide the User abides by the following conditions.
 - a) The user is required to have security on-site for the entire reservation period. The User will be responsible for all costs related thereto. If security personnel are required, the Rental Party will be responsible for all costs related thereto. Security personnel must be selected from a list of security personnel in reservation agreement and reported to Front Range Recreation.
 - b) No additional security personnel is required where the Rental Party is a governmental entity and security officers and/or law enforcement are attendees at the event.
 - c) No fees will be charged, either directly or indirectly (i.e., no cash bar) for the consumption of alcoholic beverages.
 - d) No alcoholic beverages will be served to any person who is under 21 years old or to any intoxicated person.
 - e) It is acknowledged that the District does not hold or maintain a liquor license, and permission to serve alcoholic beverages does not constitute a liquor license. The User shall be solely responsible for compliance with the liquor laws of the State of Colorado. No alcoholic beverages will be served or consumed outside of the Clubhouse.
 - f) Failure to retain security will result in the User being assessed a minimum of \$250 penalty and shall be suspended from all Clubhouse rental privileges for twelve (12) months.

g) The User shall indemnify and hold harmless the District for any claims, actions, or suits brought by third parties against the District for any damages caused as a result of User failure to comply with the provisions of this Agreement.

- **Smoking.** The User acknowledges that the Clubhouse is a non-smoking facility. No smoking, vaping, or use of marijuana products is allowed anywhere inside or within 25 feet of the Clubhouse. The User acknowledges that violation of the non-smoking provision will result in the User being assessed a minimum of \$100 penalty.
- **Animals.** No animals, except documented service animals for the disabled, are allowed in the facilities.
- **Use of Facilities.** The User shall have exclusive use of the Clubhouse during the Rental Period, for the sole purpose of staging the event as described in the Rental Application. Only the kitchen, main room, restrooms, and covered patio area are reserved under this Agreement. The play-area, pool and open space are not reserved under this Agreement. Furniture is permitted to be moved in preparation for and during the event. The clubhouse furniture can be carefully moved but must be put back in the original place. Use of the on-site folding tables and chairs is included in your reservation. All items must be cleaned and properly put away after use. Furniture Description:

4 - 6 ft Tables

2 - 8ft Tables

40 Matching folding chairs

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.

- **Condition of Facilities.** All set up, take down, and clean-up is the responsibility of the User. 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 User. The User will also be responsible for cleanup of the exterior grounds if needed. Within 24 hours of rental, a Front Range Recreation representative will perform an inspection of the Clubhouse. Front Range Recreation and/or the District shall be entitled to take any actions required to restore the Clubhouse to its condition for damage or insufficient cleanup. The User shall be responsible for all costs and expenses incurred by Front Range Recreation and/or the District related to such actions.
- **Use Restrictions.** No staples, nails, tacks, tape or screws are allowed to be fastened by the User to any District facility at any time. No use of glitter, birdseed, confetti or rice are allowed on the premises. No helium balloons are permitted. The User 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 Arapahoe County and the City of Aurora and the requirements of the District, District staff, 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 Aurora Police department shall have authority to close the Clubhouse to public and private activities.

- c) City of Aurora fire codes mandate the legal capacity of the Clubhouse. Doors may not be blocked; a clear five-foot width pathway to ensure a safe exit must be maintained. Throwing or use of rice, birdseed or confetti is not permitted. Special permission may be granted on a case-by- case basis.
 - d) Children’s parties must have parent/adult supervision. This rule applies for any persons under the age of eighteen (18).
 - e) No weapons of any type and no fireworks are allowed in the Clubhouse or the immediate surrounding area.
 - f) The User agrees to comply with all state and local laws, ordinances, and regulations, including, but not limited to, those governing the serving and/or consumption of alcohol, parking, and open containers. noise, disorderly conduct, or loitering. The Deposit may be forfeited as the result of violating these provisions.
- **Reservations/Cancellation.** Reservations are finalized upon receipt of payment during booking. Rentals are on a first come first served basis. Functions may be cancelled without penalty if written notice via email to office@frontrangerecreation.com a minimum of 72 hours in advance. It is understood that the penalty for cancellation of a function less than 72 hours in advance is a forfeiture of the Rental Fee. 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 paid Rental and Deposit fees.
 - **Parking.** The User acknowledges that parking is available only on a first come, first served basis. Function guests may not park in areas designated as no 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 Users will furnish their own equipment and material unless specifically designated on the application. Subject to prior agreement being made with District staff, the User 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 teardown will be assessed, and the User will be responsible for all cleaning, storage, and rental fees during the time premises are not vacant.
 - **Loss.** The District is 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 User agrees that violation of any of the above provisions or the District’s Rules and Regulations may result in fines of up to \$250.00 per violation, forfeiture of the Deposit, and additional fees/fines, being billed to the User, at the discretion of the Board or District staff. Further, any such violation may preclude the User from using District facilities in the future, at the discretion of the Board or District staff. 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.** User 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. The User releases and agrees to fully indemnify, hold harmless and defend the District and its representatives from all liability resulting from User’s use of the Clubhouse and surrounding area, including liability for any attendee to User’s function. User 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 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. User 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. User 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 User 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 User, or any person using the reserved facilities. User 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 section and this Agreement shall continue in legal force and effect.

- **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.
- **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, Title 24, Article 10, Part I of the Colorado Revised Statutes.
- **Counterpart Execution.** This Addendum 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.