



# Heather Gardens

METROPOLITAN DISTRICT

## CLUBHOUSE/RESTAURANT FACILITIES RENTAL AGREEMENT

EFFECTIVE DATE: \_\_\_\_\_

EVENT/LEASE DATE: \_\_\_\_\_

Set-up Time: \_\_\_\_\_ .M

Event Start Time: \_\_\_\_\_ .M

Breakdown Time: \_\_\_\_\_ .M

CLUBHOUSE/RESTAURANT FACILITIES RENTED: \_\_\_\_\_

EVENT PURPOSE: \_\_\_\_\_

LESSEE NAME: \_\_\_\_\_

Owner or Resident

Non-Owner and Non-Resident

LESSEE'S EMAIL ADDRESS: \_\_\_\_\_

LESSEE'S PHONE #: \_\_\_\_\_

LESSEE'S ADDRESS: \_\_\_\_\_

ANTICIPATED NUMBER OF ATTENDEES: \_\_\_\_\_

IS ALCOHOL BEING SERVED?  Yes  No

IS SECURITY REQUIRED\*?  Yes  No

(\*Security is required if alcohol is being served, party is after 6:00 p.m., there are more than 100 guests, or if deemed necessary by HGMD)

This Clubhouse/Restaurant Facilities Rental Agreement (Agreement) is made and entered into the effective date first written above (Effective Date) by and between Heather Gardens Metropolitan District (HGMD), a quasi-municipal corporation and political subdivision of the State of Colorado, and the above-named lessee (Lessee). In consideration of the mutual covenants and stipulations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. In consideration of the rental charge of the rental fee of \$ \_\_\_\_\_ (Rent) and required damage deposit of \$ \_\_\_\_\_ (Deposit) which are both due and payable by the Lessee to the HGMD on the Effective Date, the HGMD hereby grants the Lessee a revocable lease of the above-named Heather Gardens Clubhouse and/or Restaurant Facilities (Rented



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Facilities) for the above-described event (Event), on the terms and conditions set forth below for use during the above-named lease date (Event Date). Rent is based on a four (4) hour rental time including set-up and breakdown times. Additional rental fees apply for any time over four (4) hours or for rentals that are outside of the normal operating hours of the Clubhouse and/or Restaurant. Rent will not be pro-rated. Rent is based on the HGMD Clubhouse/Rendezvous Restaurant Schedule of Fees and Charges, which may be amended from time to time.

2. The Rented Facilities include routine pedestrian ingress and egress to the Rented Facilities but do not include the non-routine use of any District Facilities other than the Rented Facilities. Events must be confined to the Rented Facilities, and guests may not disturb other members of the public. Teenagers and children must be supervised at all times, and the Lessee is responsible for the behavior of all guests.
3. Rent includes normal operational expenses including, but not limited to, electricity, heat, water, use of tables and chairs and any additional items listed on the attached function sheet. Special audio and visual systems, additional lighting fixtures, stage lighting effects, catering and decorating needs, and other special maintenance work the Lessee may require are not available as part of this Agreement. The Lessee hereby agrees that HGMD may, in its sole discretion, deem that additional staffing or services are necessary for additional supervision, maintenance, or security enforcement in connection with the Lessee's use of the Rented Facilities on the Event Date and that the cost thereof will be paid by the Lessee. In the event that HGMD pays the cost of such additional staffing or services, the costs thereof will be invoiced to the Lessee and payable to HGMD within thirty (30) days after notification. If any invoice charges are not paid within thirty (30) days, interest shall accrue at a rate of eighteen (18%) per annum from the thirtieth (30th) day following the date of the invoice until paid.
4. Checks for the payment of Rent and Deposit are to be made payable to "Heather Gardens Metropolitan District" and delivered to Management, 2888 S. Heather Gardens Way, Aurora, CO 80014.
5. The Deposit will be returned to the Lessee in full within fourteen (14) days following the Event Date provided there is no property damage, missing property or breach of this Agreement.
6. Lessee agrees to abide by the HGMD Clubhouse/Rendezvous Restaurant Procedure Memorandum, HGMD Rules and Regulations, and all local, state and federal rules, regulations, and laws applicable to the Rented Facilities and use thereof, all of which may be amended from time to time, which include, but are not limited to, rules related to the reporting of emergencies,



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alcohol consumption, weapons, smoking, conduct, assumption of risk, and accidents. A violation of any of the foregoing, may result in forfeiture of the Rent, the Deposit and/or immediate revocation of the right to use the Rented Facilities during the Event and in the future.

7. Lessee, or a representative thereof, must be at least twenty-one (21) years of age and MUST be present for the Event during the duration of the times listed on the Event Date.
8. If alcohol is being served, no fee may be charged for admission to or attendance at the Event for which the Rented Facilities are being used under this Agreement. Excessive noise or disruption to other member of the public will be grounds for immediate revocation of the right to use the Rented Facilities.
9. Lessee must inspect the Rented Facilities immediately prior to the Event time and notify HGMD of any damage or other issues with equipment and/or cleanliness. Failure to report damage will result in the Lessee accepting responsibility for all existing damage. The Rented Facilities may not be decorated without the prior approval of HGMD. No confetti or glitter, if confetti or glitter is used an automatic fee to cover the cost of cleanup will be assessed. Nails, tacks, and other damaging items are not permitted, and only removable tape may be used. Lessee hereby agrees to return the Rented Facilities to a clean and orderly condition to including, but not limited to, the following:
  - a. Clean up of any spills and removal of trash from the floors, tabletops, chairs, counters, stage, stairs, and appliances in the Clubhouse.
  - b. Coffee pots and punch bowls must be washed, and trash must be disposed of in proper containers (see Manager-on-Duty for specific information, as needed) in the Clubhouse.
  - c. All decorating, catering or any other property of the Lessee must be removed prior to the end of the above-listed Event time, if applicable.
  - d. Any items left beyond the end of the above-listed Event time could result in forfeiture of the Deposit.
  - e. Lessee hereby agrees to be responsible for all costs and expenses incurred by HGMD to restore the Rented Facilities to the condition they were in immediately preceding the Event Date, including, but not limited to, any additional cleaning costs and costs of repair or replacement for lost or damaged real or personal property. These costs and expenses will be deducted from the Deposit and, to the extent the amount exceeds



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the Deposit, will be invoiced to the Lessee and payable to the HGMD within thirty (30) days after notification. If any invoice charges are not paid within thirty (30) days, interest shall accrue at a rate of eighteen (18%) per annum from the thirtieth (30th) day following the date of the invoice until paid.

10. Lessee may serve its own outside (i.e., not provided by the Restaurant) food and/or non-alcoholic beverages for consumption in the Rented Facilities only if such Rented Facilities are located within the Clubhouse. If the Rented Facilities are within the Restaurant no outside food and/or beverages will be allowed and the Lessee must enter into a separate catering agreement with HGMD regarding any food and/or non-alcoholic beverages to be consumed during the Event. If the Rented Facilities are within the Clubhouse, the Lessee may have the Restaurant provide food and/or non-alcoholic beverages for consumption at an Event by entering into a separate catering agreement with HGMD.
11. Alcoholic beverages may be served and consumed only within designated areas and in accordance with HGMD's liquor license. All persons consuming alcohol within HGMD shall abide by all laws governing consumption of alcoholic beverages.
  - a. If the Rented Facilities are within the Restaurant, alcohol must be purchased from the Restaurant and must be consumed only within the Restaurant. Consumption of alcohol purchased from the Restaurant in areas outside of the Restaurant is prohibited and will constitute a breach of this Agreement and result in immediate revocation of the right to use the Rented Facilities.
  - b. If the Rented Facilities are the **Aspen, Blue Spruce, Skyview, and/or Mountain View Rooms, and/or Picnic Pavilion** alcohol can be self-served and must be provided free of charge to guests and must stay within the Rented Facilities. No glass bottles or containers permitted at Picnic Pavilion. Alcohol may not be self-served except in the above specified locations.
  - c. Non-profit groups may be able to obtain a "Special Events" liquor license from the City of Aurora Clerk. There is a mandatory waiting period of 45 days between application and granting of a Special Events Liquor License.
  - d. Serving alcohol to persons under the age of 21 is strictly prohibited. If alcohol will be served, the Lessee agrees to abide by all relevant state and local laws, ordinances, and regulations governing the serving and/or consumption of alcohol. The Lessee further agrees to be solely



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responsible for any claim or liability that arises as a result of the serving of alcoholic beverages.

12. HGMD or its agents reserve the right to enter the Rented Facilities to inspect the Rented Facilities during the Event Date or the end of the above-listed Event time and to notify Lessee of any deficiencies in the care of the Rented Facilities and surrounding areas.
13. Lessee hereby agrees on behalf of itself and its successors and assigns, to waive and release all liability and to forever defend, indemnify, and hold harmless, HGMD, the HGMD's employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorney's fees, caused by, resulting from, or in any way arising out of, or alleged to arise out of, in whole or in part, the use of the Rented Facilities by the Lessee, its licensees, invitees, agents, contractors, subcontractors, employees, successor, and/or assigns.
14. Lessee agrees to take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents or injury to persons or property on, about, or adjacent to the Rented Facilities. The Lessee agrees to report any accidents, injury, or damage to the appropriate authorities and HGMD Security immediately.
15. HGMD, consultants, licensees, invitees, agents, successors, and assigns are not responsible for any lost, stolen or unclaimed property associated with the Lessee use of the Rented Facilities on the Event Date.
16. HGMD may terminate this Agreement at any time by providing the Lessee with notice prior to the effective date of the termination and refunding the Rent and Deposit.
17. Termination of this Agreement by Lessee may result in forfeiture of the Rent and Deposit in full. All refunds of Rent and Deposit as a result of termination of this Agreement and the underlying rental of the Rented Facilities for the Event Date by the Lessee are governed by the HGMD Clubhouse/Rendezvous Restaurant Procedure Memorandum and HGMD Rules and Regulations, both of which may be amended from time to time.
18. The HGMD's performance of this Agreement is contingent upon the ability of HGMD to complete the same and the HGMD shall not be liable for any losses or its failure to perform under this Agreement if such is attributable to any of the following causes that are beyond the control and which could not have been avoided by due diligence or use of reasonable efforts by HGMD: acts of God, acts of the public enemy, epidemics, area-wide fires,



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earthquake, storm-extraordinary inclement weather event, tornado, or other cataclysmic phenomenon of nature, rebellion, war, riot, terrorist act, area-wide strike, freight embargo or labor dispute.

- 19. Nothing in this Agreement will be construed as a partnership in the staging and conduct of the use of the Rented Facilities or as constituting a joint venture between the Lessee and HGMD.
- 20. Lessee and its agents, guests or employees shall not take any actions that imply that the Event for which the Lessee is leasing the Rented Facilities on the Event Date is in any means sponsored by or affiliated with HGMD.

**This Agreement and all accompanying forms must be completed, signed, and all rental fees and damage deposit paid at time of reservation.**

Signatures below indicate approval and acceptance of the above-mentioned terms and conditions:

HGMD

LESSEE

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

**Office use only**

Staff preparing Contract: \_\_\_\_\_ Date: \_\_\_\_\_

Rental Fee \$ \_\_\_\_\_ + Damage Deposit \$ \_\_\_\_\_ = \$ \_\_\_\_\_ Check # \_\_\_\_\_ Cash \$ \_\_\_\_\_

Credit Card \_\_\_\_\_

Additional Security charges \_\_\_\_\_ hrs. x \$45.45 = \$ \_\_\_\_\_

TOTAL FEES DUE = \$ \_\_\_\_\_ Check # \_\_\_\_\_ Cash \_\_\_\_\_

Notes on Rental (please initial) \_\_\_\_\_

Return of Damage Deposit recommended: Yes No

Return of Damage Deposit Processed: Date \_\_\_\_\_ By: \_\_\_\_\_



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### HEATHER GARDENS CLUBHOUSE Event Planning

Event: \_\_\_\_\_ Date/Date: \_\_\_\_\_

Room: \_\_\_\_\_ Approximate Attendance: \_\_\_\_\_

Setup Time: \_\_\_\_\_ Event Time: \_\_\_\_\_ Breakdown Time: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Primary Phone Number: \_\_\_\_\_ Alternate Number: \_\_\_\_\_

Room Information: (Please draw your desired set up on the back of this form, noting doors/windows as reference.)

<u>Room</u>	<u>Dimension</u>	<u>Capacity</u>
Aspen	32' x 19'	42 - Theater Style
Blue Spruce	32' x 19'	42 – Theater Style
Combined Aspen/Blue Spruce	38' x 32'	84 – Theater Style 60 to 80 – Tables/Chairs
Auditorium – Full	60' x 45'	200 – Theater Style 150 – Tables/Chairs
Auditorium – Half	30' x 45'	100 – Theater Style 75 – Tables/Chairs
Mountainview	Main area 18' x 12' Window area 12' x 12'	25 (any style)
Skyview	15' x 20'	20 Theater Style/ 16 card tables
Pavilion	29' x 52'	12 Tables each seat 10

PLEASE MARK QUANTITY OF REQUESTED ITEMS			
8' Rectangular Tables			Coffee Pot (100 cup)
6' Rectangular Tables			Coffee Pot (30 cup)
5' Round Tables			Punch Bowls
Chairs			Portable PA System

Other Requests: \_\_\_\_\_

Note: No items from the list above are to be used at the Picnic Pavilion.  
Card tables cannot be removed from the Blue Spruce, Mountainview, or Skyview rooms.  
Bingo equipment available for \$5 may be used inside building or at Picnic Pavilion.  
Reservations are to be made in advance at the Reception Desk.