
**HEATHER GARDENS CLUBHOUSE
FACILITY RENTAL CONTRACT**

Please Print Legibly

Today's Date: _____ Phone #1:() _____

User Name: _____ Phone #2:() _____

Mailing Address: _____ Suite/Apt. #: _____

Note: Only dates, times, and facilities identified below are governed by this contract. The use of any Clubhouse facilities for any other dates or at any other times must be contracted separately

Event: Day/Date(s) _____ Room _____
Set-up Time: _____
Event Start Time: _____ Breakdown Time: _____

Event: Day/Date(s) _____ Room _____
Set-up Time: _____
Event Start Time: _____ Breakdown Time: _____

Fees are based on a four (4) hour time frame including set-up and breakdown times. Additional fees apply for any time over four (4) hours. Fees will not be pro-rated. See Room Rental Fees on next page.

Is alcohol being served? Yes No

Is Security required? (If alcohol is being served, party is after 6 pm and there are more than 150 guests or at the discretion of Management) Yes No

Event Purpose: _____

_____ Resident – Related

_____ Outside Group (reservations may be made-up to 90 days prior to event)

Make checks payable to: Heather Gardens Association

Office use only

Volunteer/Staff preparing Contract: _____ Date: _____

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

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: _____

| HEATHER GARDENS CLUBHOUSE ROOM RENTAL FEES | | | |
|---|-------------------------------------|---------------------------|--|
| Room | RENTAL FEE (4 HOURS) | PER ADDITIONAL | REQUIRED DAMAGE DEPOSIT |
| <u>Full Sandberg Auditorium</u> | | | |
| Resident – Related | \$200.00 | \$50.00 | \$200.00 |
| Outside Group | \$600 | \$150 | \$200.00 |
| <u>Half Sandberg Auditorium</u> | | | |
| Resident – Related | \$100.00 | \$25.00 | \$100.00 |
| Outside Group | \$400.00 | \$100.00 | \$100.00 |
| <u>Aspen Room</u> | | | |
| Resident – Related | \$60.00 | \$15.00 | \$100.00 |
| Outside Group | \$200.00 | \$50.00 | \$100.00 |
| <u>Blue Spruce Room</u> | | | |
| Resident – Related | \$60.00 | \$15.00 | \$100.00 |
| Outside Group | \$200.00 | \$50.00 | \$100.00 |
| <u>Picnic Pavilion</u> | | | |
| Resident – Related (Full Pavilion) | \$50.00 | \$10.00 | \$100.00 |
| Outside Group | \$100.00 | \$50.00 | \$100.00 |
| Grill Rentals | \$10.00 each | | |
| <u>Mountainview Room</u> | | | |
| Resident – Related | \$35.00 | \$10.00 | \$100.00 |
| Outside Group | \$100.00 | \$25.00 | \$100.00 |
| <u>Skyview Room</u> | | | |
| Resident – Related | \$35.00 | \$10.00 | \$100.00 |
| Outside Group | \$100.00 | \$25.00 | \$100.00 |

FACILITY RENTAL CONTRACT

This contract is made by and between the Heather Gardens Metropolitan District (District) and the User and is subject to the following rules and provisions stated herein.

In consideration of the payment of the fee hereinafter provided and in keeping with performance of the rules and provisions hereinafter set forth, the District has and does hereby lease unto the User that certain property for the dates and times specified above. The room(s) identified on page 1 of 7 is/are the only room(s) governed by this contract.

The User agrees to pay the District for the use of the room(s) on the dates set forth on page 1, the rental fee, which includes the time used for set-up and clean-up. It is agreed that the total rental fees will be paid to the District at the time the contract is signed.

1. DEFINITIONS.

- a. **Resident Events.** Resident Events are those events initiated by groups, clubs, and organizations based within the Heather Gardens Community. No fees apply.
 - b. **Resident Related.** Resident-Related Events are those functions hosted by Heather Gardens residents.
 - c. **Outside Group.** Outside Group Events are defined as those groups, organizations, or gatherings which are not based in Heather Gardens, and/or, where Heather Gardens residents do not constitute the majority of attendees or where any type of solicitation or sales is intended.
- 2. OPERATING HOURS.** Normal Clubhouse operating hours Monday through Saturday are 6 a.m. – 10 p.m. daily; the Clubhouse closes at 8:00 p.m. on Sundays. Rental hours may not begin prior to 6:30 a.m. and must be completed no later than 9:45 p.m. Some holiday closures may occur. Users wishing to operate events outside the listed rental hours may only be accommodated by contracting with restaurant operator, differing fees may apply. Arrangements must be made in advance.
- 3. RENTAL FEES.** Rental fees must be paid at time of reservation for outside and resident-related events. Payment to be made by check or in cash and will be deposited the same day.
- 4. DAMAGE DEPOSIT.** A damage deposit is required at time of reservation for outside and resident-related events. Payment is deposited by the Clubhouse in the event of property damage, missing property or breach of contract. The Clubhouse will return the deposit in full within fourteen (14) days following event provided there is no property damage, missing property or breach of contract.

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5. **CANCELLATION POLICY.** In the event the contract is canceled by the Clubhouse, for whatever reason, a full refund of rental and deposit fees will be made to the User within 15 days. In the event the User cancels the contract, the rental fee will be refunded to the User according to the following schedule:
- a. Cancellation notice at least 60 days prior to the event - 100% refund.
 - b. Cancellation notice at least 30 days prior to the event - 50% refund
 - c. Cancellation notice less than 29 days prior to the event – no refund
6. **OPERATING EXPENSES.** The rental fee includes normal operational expenses such as: Electricity, heat, water, use of tables and chairs and any additional items listed on the Function Sheet (Page 7) options. Special audio and visual systems, additional lighting fixtures, stage lighting effects, catering and decorating needs, and other special maintenance work the User may require are not available as part of this contract.
7. **ALCOHOL POLICY.** The User and its agents, employees, members, guests and caterers agree not to serve or sell alcoholic beverages except in accordance with the Heather Gardens Association use policy and in accordance with the State of Colorado Law and the Aurora City Ordinances.
- a. Alcohol purchased in the restaurant must remain in the restaurant. Consumption of alcohol purchased outside the licensed area (restaurant) is prohibited and will cause the immediate termination of the contract.
 - b. Alcohol can be self-served and must be provided free of charge to guests when contracting the use of the **Clubhouse Lobby Aspen, Blue Spruce Skyview, and Mountain View Rooms, and/or Picnic Pavilion** and must stay contained within rental area. No glass bottles or containers permitted at Picnic Pavilion.
 - 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.
8. **FACILITY CLEAN-UP.** The User shall agree to leave the rented facilities in a clean and orderly condition to include the following:
- a. Clean up of any spills and removal of trash from the floors, tabletops, chairs, counters, stage, stairs, and appliances.
 - b. Coffee pots and punch bowls must be washed and trash must be disposed of in proper containers (see Manager-on-Duty for specifics).

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- c. All decorating, catering or any other property of the User must be removed prior to end of contracted time.
 - d. Any items left beyond contracted time could result in forfeiture of damage deposit.
 - e. **Failure to comply with the above items will result in a custodial clean-up fee being deducted from the damage deposit.**

9. **CONTRACT ENFORCEMENT.** The Clubhouse Manager-on-Duty has the ultimate authority to enforce all rules, policies and this contract. Any and all staffing deemed necessary for additional supervision, maintenance personnel, or security enforcement will be charged to the User. These fees will be charged above and beyond the rental fees and damage deposit.

10. **SMOKING POLICY.** The Heather Gardens Clubhouse is a smoke-free facility.

11. **INDEMNIFICATION AND ACCIDENTS.**

- a. The User 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.
- b. The User shall continuously maintain adequate protection to the District's property from injury or loss arising in connection with the User's activities and shall make good any such damages, injury or loss except for ordinary wear and tear incidental to the use of the room(s) by the User.
- c. The User agrees to indemnify the Heather Gardens Association, Heather Gardens Metropolitan District, and their officers, agents and employees from all suits, actions, or claims of any character, name or description for or on account of any injuries or damages received by their rental of contracted facilities or the use made thereof in conjunction with the event.
- d. The User agrees to report any accidents, injury or damage to the Clubhouse Manager-on-Duty and/or Security immediately.

12. **GENERAL CONDITIONS.**

- a. Nothing in this contract will be construed as a partnership in the staging and conduct of the rental contract or as constituting a joint venture between the User and Heather Gardens
- b. Nothing may be implied, indicated, published or done by the User or its agents, guests or employees that would imply that the contracted event is in any means sponsored by or affiliated with the Clubhouse, Association or Metropolitan District.
- c. It is expressly understood that said contracted event is the sole venture of the User.

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- d. The User is prohibited from distributing or displaying any sales, political or commercial literature outside rental area. Failure to abide by and observe this provision will result in forfeiture of damage deposit.

User Initials: _____ Date: _____

- e. The Rental contract is not binding until signed by both parties

Contract must be completed, signed, and rental fees and deposit paid at time of reservation.

User: _____

Representing: _____ Date: _____

Representing: Heather Gardens Metropolitan District

Manager-on-Duty/Staff: _____ Date: _____

HEATHER GARDENS CLUBHOUSE
Function Sheet

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'x45' | 250 - Theater Style 140 to 176 – Tables/Chairs |
| Mountainview | Main area 18'x12' Window area | 12'x12' 25 (any style) |
| Skyview | 15'x20' | 20 Theater Style/ 16 card tables |
| Pavilion | 29'x52' | 12 Tables each seat 10 |

| PLEASE MARK QUANTITY OF REQUESTED ITEMS | | | | | |
|--|-----------------------|--------------------------|-------------------------------|--------------------------|----------------------|
| <input type="checkbox"/> | 8' Rectangular Tables | <input type="checkbox"/> | Piano/Organ (Auditorium only) | <input type="checkbox"/> | Coffee Pot (100 cup) |
| <input type="checkbox"/> | 6' Rectangular Tables | <input type="checkbox"/> | Movie Screen | <input type="checkbox"/> | Coffee Pot (30 cup) |
| <input type="checkbox"/> | 5' Round Tables | <input type="checkbox"/> | | <input type="checkbox"/> | Punch Bowls |
| <input type="checkbox"/> | Chairs | <input type="checkbox"/> | TV/DVD | <input type="checkbox"/> | Portable PA System |

Other Requests: _____

Note: No items from the list above are to be used at the Picnic Pavilion.
 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.