

MURPHY CREEK METROPOLITAN DISTRICT NO 3

Application for Facility Use

Applicant Name: _____

Applicant Address: _____ State: _____ Zip: _____

Daytime Phone #: () _____ Alt./Cell: () _____

Email: _____ Contact Person On-Site: _____

Date Requested: _____ Description of Event _____

Will Alcohol Be Present*: Yes No Est. Attendance*: _____

*(If alcohol will be present or estimated attendance is 40 or more, security is required.)

Rental Fee: \$100.00

Deposit: \$250.00

Time: From _____ am/pm To _____ am/pm (Hours: 10:00am – Midnight)

Max. Persons: 84

Required to be submitted with application:

- Completed Application
- Completed Clubhouse Rental Agreement
- Received Clubhouse Checklist
- Rental Fee – Check made payable to Murphy Creek Metropolitan District No. 3
- Deposit – Separate check made payable to Murphy Creek Metropolitan District No. 3

INDEMNIFICATION/WAIVER OF LIABILITY: Applicant, its successors and assigns, assumes all liability and risk and will defend, indemnify and hold harmless the Murphy Creek Metropolitan District No 3 (the "District"), the District's directors, staff, 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 attorneys' fees, caused by, resulting from, or in any way arising out of the use of the District's facilities by the applicant, its guests, licensees, invitees, agents, contractors, subcontractors, employees, successors, and/or assigns.

Signature: _____ Date: _____

For Internal Use Only

Rental Application, Agreement, Rental Fee & Deposit Reviewed By: _____ Date: _____

Special Instructions:

Fee Rcvd. \$ _____ Check # _____

Deposit Rcvd. \$ _____ Check # _____

Security Contract Received _____

Total Fee Pd. \$ _____

By entering into this Agreement, the Rental Party agrees to follow these additional terms:

- 1. 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 Rental Party represents that the event is a private function, by invitation only, and is not open to members of the 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 and (b.) prior reservations. The Rental Party must be at least 18 years of age to reserve a facility or 21 years of age if alcohol will be present.
- 2. Security.** Security personnel are required for all rentals where alcohol is serviced or if more than 40 people will be in attendance. The Rental Party will be responsible for all related costs, which will be deducted from the Security Deposit.
- 3. Reservations/Cancellation.** Reservations will not be considered final until approval of the Clubhouse Rental Agreement is granted, and the appropriate fee(s) and deposit(s) have been received.

Current rental fees and deposits are as follows:

- 1) Rental fee: \$100.00 per day.
- 2) Refundable Security Deposit: The District will collect refundable security, cleaning, damage deposit of \$250.00 from the Rental Party.

Rentals are approved on a first come, first served basis. It is not guaranteed that a requested date will be available. Functions may be cancelled by the Rental Party, without penalty, by sending written notice to the District Manager no less than seven (7) days in advance. It is understood that the penalty for cancellation of a function less than seven (7) days in advance is a forfeiture of the full 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 full Rental Fee and Security Deposit to the Rental Party.

5. Payment. It is agreed that all payment will be made at the times specified above. Payment of the fees and charges shall be by check or money order. All checks shall be payable to "Murphy Creek Metropolitan District No. 3".

6. Use of Facilities. The Rental Party shall have exclusive use of the Clubhouse during the Rental Period, for the sole purpose of staging the event as described in the application. Only the kitchen, common room, restrooms, and covered patio areas are reserved under this Agreement, except that during pool hours during pool season, the covered patio shall not be available for reservation and exclusive use by the Rental Party. During pool hours during pool season the covered patio is a common area open to all pool users, and neither lifeguards nor other District personnel shall bear responsibility for monitoring guests of the Rental Party or assisting in monitoring shared use of the covered patio by pool users or other members of the public. The pool and other amenities are not reserved under this Agreement and only may be used by residents, property owners, and members of the public who pay recreational fees to Murphy Creek Metropolitan District No. 3 on a first come, first served basis consistent with the District's policy on use of the pool.

7. Use of Pool. The pool area is available to all residents, property owners, and members of the public who pay recreational fees to Murphy Creek Metropolitan District No. 3 during normal operating hours. **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 attending the Rental Party's event will interfere with use of the pool by others. Use of the pool area may result in the forfeiture of the Security Deposit and additional fines. **Rental Party acknowledges they have read and understood Paragraph 7 above regarding use of the pool. Initial here: _____**

8. 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 (cleaning above and beyond the normal cleaning required by the Clubhouse) shall be the responsibility of the Rental Party and a minimum \$250.00 cleaning fee shall be billed to the account associated with the Rental Party's District address in the District's sole discretion.

9. Condition of Facilities. The Rental Party is responsible to report via email to the District Manager with photographs, any existing damage or unclean condition of the facility to District staff **before** their event begins. Failure to report damage or unclean conditions will result in the Rental Party accepting responsibility for all existing conditions. Within 72-hours after the scheduled event, a District representative may perform a post-event inspection of the Clubhouse. The Rental Party will be given 48- hours to provide their own post-event inspection or report any other problems to the District Manager, after which time the District's representative, in his/her sole discretion, shall decide 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. The District shall be entitled to take such actions as required to restore the Clubhouse to its condition immediately preceding the event. **Rental Party acknowledges they have read and understood Paragraph 9 above regarding check-out inspections. Initial here: _____**

10. Damage/Security Deposit. The Rental Party agrees that if, in the sole judgment of the District Manager, the District must incur costs to restore the Clubhouse or any of the District's facilities to its/their prior 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 all additional costs. The Rental Party further agrees that the District may invoice the Rental Party for any charges more than 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. The selection of the contractor for any cleaning, repairing or replacement shall be within the sole discretion of the District. The District, in its sole discretion, shall have the right to pursue all available remedies it may have to collect any unpaid amounts, including all rights available under the District's governing documents. Further, any such violation may preclude the Rental Party from using the Clubhouse in the future.

11. Alcoholic Beverages. Rental Party shall be entitled to serve alcoholic beverages as part of the event; provided, that Rental Party obtains any applicable liquor licenses for the facilities as may be required by law and issued by the State of Colorado and County of Arapahoe, Colorado and provided that Rental Party complies with and enforces, at all times, all local, state and county liquor laws, ordinances, rules and regulations governing the serving and/or consumption of alcohol at the event, as well as abiding by the following conditions:

- a. No fee will be charged, either directly or indirectly (i.e., no cash bar) for the sale or consumption of alcoholic beverages.
- b. No alcoholic beverages, including 3.2 beer, will be served, at any time, to any person who is under 21 years old or to any intoxicated person.
- c. 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 Rental Party 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.
- d. If any persons under the age of 21 attending the event, whether invited or uninvited, bring alcoholic beverages onto the Clubhouse premises, the Rental Party shall take action to have such beverages removed from the premises. If necessary, the Rental Party will call the police to seek assistance with the enforcement of this policy. At any event in which most of the attendees are under 21 years old, the Rental Party will assure that there is always at least one adult chaperone present for every ten (10) persons under 21 years old.
- e. If any adult (persons 21 years old or older) attending the event, whether invited or uninvited, is abusing or misusing

alcohol on the Clubhouse premises, the Rental Party will take action to have such activities stopped, and if necessary, notify the police to seek assistance.

f. The Rental Party agrees to arrange alternate transportation for any attendee who is unable to drive away safely and responsibly from the event due to intoxication. The Rental Party agrees that they are solely responsible for any claim or liability that arises because of the serving of alcoholic beverages at their event.

g. The Rental Party shall indemnify and hold harmless the District for all potential claims, actions, or suits brought by third parties against the District for any loss, damage, or liability resulting from the distribution or consumption of alcohol and assumes the risk associated with the same.

Rental Party acknowledges they have read and understood Paragraph 11 above regarding the alcoholic beverages policy.

Initial here: _____

12. Smoking. The Rental Party acknowledges that the Clubhouse and Pool areas are NONSMOKING 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 non-smoking provision will be sufficient reason for assessment of an additional \$100.00 fine.

13. Use Restrictions. No staples, nails, tacks, pins, 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 Arapahoe County and the City of Aurora and the requirements of the District, the District Manager, local police, and fire departments.

The following use restrictions shall be always in effect:

- 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 at any time and a clear five-foot wide pathway to ensure safe exit must be maintained. The maximum allowable occupancy of the Clubhouse is 84 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 always 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, those governing the serving and/or consumption of alcohol, parking, open containers, noise, disorderly conduct, or loitering. The Security Deposit may be forfeited as the result of violating these provisions.

14. 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.

15. 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 the District Manager, 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 Rental 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.

16. Intentionally Left Blank

17. Limitation of Liability and Indemnification. The Rental Party agrees that neither the District, nor the managing agent, their agents, employees, or staff shall be liable for damages or loss to the guests' property, of whatever kind or nature. The Rental Party further agrees that neither the District, nor the managing agent, their agents, employees, or staff shall be liable for injuries to persons or property occurring within or around the Clubhouse.

The Rental Party agrees to indemnify and hold harmless the District, the managing agent, and their respective officers, directors, managers, agents, employees, contractors, and subcontractors from and against any all damages, losses, liabilities, claims, cost, and expenses, including reasonable attorney fees in defending against the same, arising in any way out of the use, operations, or maintenance of the clubhouse, its facilities, or equipment.

18. Insurance. The Rental Party agrees that they will be responsible for all insurance respecting the facility during their use under this Agreement and will assert on claim of coverage under any insurance policy of the District applicable during the period of such use.

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

20. 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.

21. 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.

22. 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 1 of the Colorado Revised Statutes.

The Rental Party has read and fully understands and has voluntarily signed this Agreement. The 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. The Rental Party shall be considered the legally responsible party for compliance with all rules and regulations of the District.

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 impact the Rental Party's ability to rent facilities in the future.

BY MY SIGNATURE BELOW, I HEREBY SWEAR TO HAVE READ AND UNDERSTAND, AND AGREE TO COMPLY WITH THIS MURPHY CREEK METROPOLITAN DISTRICT NO. 3 CLUBHOUSE RESERVATION AGREEMENT, AND HAVE READ, AM FAMILIAR WITH, AND AGREE TO ABIDE BY ALL RULES AND REGULATIONS OF THE DISTRICT. (THE RULES AND REGULATIONS CAN BE FOUND BY VISITING THE COMMUNITY WEBSITE AT WWW.MURPHYCREEK.ORG.)

Rental Party Signature: _____ Date: _____

Rental Received Check # _____

Security Deposit Check # _____