

Rental Date: \_\_\_\_\_

Key Card : \_\_\_\_\_

## **Murphy Creek Metropolitan District No. 3 Community Center Rental Agreement**

### **1. Availability and Eligibility**

District-sponsored programs and activities have priority 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, invitation-only function** and is **not open to the public**. The Rental Party's right to use the Community Center is subject to (a) the District's Rules and Regulations and (b) prior reservations.

The Rental Party must be at least **eighteen (18) years old**, or **twenty-one (21) years old if alcohol will be present**. An adult (minimum of eighteen (18) years old, or twenty-one (21) years old if alcohol is present) must be in attendance at all times during the Rental Period.

---

### **2. Security Requirements**

Security personnel are required for all rentals where alcohol is served **or where more than forty (40) people** will attend. The Rental Party is responsible for **all security-related costs**, which must be paid directly to the District's Security Consultant, Metropolitan District Public Safety Group, 303-263-8413.

---

### **3. Reservations and Cancellation**

Reservations are **not final** until the following have been received and approved by the District:

- Completed application
- Executed Community Center Rental Agreement
- Rental fee and security deposit

#### **Fees**

- Rental Fee: **\$100.00 per day**
- Refundable Security/Cleaning/Damage Deposit: **\$250.00**

Rentals are approved on a **first-come, first-served basis**. Requested dates are not guaranteed.

#### **Cancellation**

The Rental Party may cancel the reservation **without penalty** by providing written notice to the District Manager **at least seven (7) days before** the event. Cancellation with **less than seven (7) days' notice** results in forfeiture of the Rental Fee.

The District may terminate this Agreement prior to the event if, in its **sole discretion**, the event may adversely affect public health, safety, or welfare. If terminated by the District, **all fees and deposits will be refunded.**

---

#### **4. Payment**

All payments must be made **by check or money order**, payable to **“Murphy Creek Metropolitan District No. 3.”**

---

#### **5. Use of Facilities**

The Rental Party has **exclusive use of the Community Center** during the Rental Period **only for the event described in the application.**

Included areas:

- Kitchen
- Common room
- Restrooms
- Covered patio (**except during pool hours in pool season**)

The pool and other amenities are **not included** in this Rental Agreement and may only be used by authorized residents or fee-paying members of the public. During pool hours, the covered patio is a **shared common area**, and District staff are not responsible for monitoring the Rental Party’s guests in that area.

---

#### **6. Pool Use Prohibited**

The Rental Party acknowledges they are **not renting the pool**. Event attendees may not interfere with pool use by others. Unauthorized pool use by the Rental Party or any event attendee may result in **forfeiture of the security deposit and additional fines.**

Rental Party Initials: \_\_\_\_\_

---

#### **7. Setup, Cleaning, and Facility Condition**

The Rental Party is responsible for **all setup, teardown, cleaning, and trash removal**. The facility must be returned to its **pre-event condition**, including:

- Removal of all decorations (Along with any tape, adhesive, string, etc., used to temporarily secure the decorations. No staples, nails, tacks, pins, screws, or any other item which may cause permanent damage, may be used to secure the decorations.)
- Returning all District equipment and furniture to its original location
- Bagging and disposal of trash
- Cleaning floors, surfaces, kitchen, refrigerator, and restrooms
- Cleaning exterior areas if necessary

Failure to meet cleaning standards (within the District's **sole discretion**) may result in a **minimum \$250.00 cleaning charge**, billed to the Rental Party.

---

## 8. Damage and Inspections

Any existing damage or unclean conditions must be **reported by email with photographs before the event begins**. Failure to do so results in the Rental Party accepting responsibility for existing conditions.

The District may inspect the Community Center **within seventy-two (72) hours** after the event. The Rental Party has **forty-eight (48) hours** after the event to submit their own inspection report. The District's determination regarding damage or cleaning is **final and binding**.

---

## 9. Security Deposit

The District may apply all or part of the Deposit to cover damage or cleaning costs. If costs exceed the Deposit, the Rental Party agrees to pay the balance within **thirty (30) days**. Unpaid balances accrue interest at **eighteen percent (18%) per year**.

Failure to pay an unpaid balance may result in collection action, including all rights available under the District's governing documents, and loss of future rental privileges.

Rental Party Initials: \_\_\_\_\_

---

## 10. Alcohol Policy (If Applicable)

Alcohol may be served only if the Rental Party:

- Obtains all required liquor licenses and acknowledges that the District does not hold or maintain a liquor license, and the District's permission to serve alcoholic beverages does not constitute a liquor license

- Complies with all state, county, and local laws, ordinances, rules and regulations governing the serving and/or consumption of alcohol
- Does **not sell alcohol** (no cash bar)
- Does **not serve alcohol** to anyone under 21 or who is visibly intoxicated
- Ensures alcohol is consumed **only inside the Community Center**

The Rental Party is solely responsible for enforcement of this Alcohol Policy and agrees to arrange safe transportation for intoxicated guests. The Rental Party shall indemnify and hold harmless the District, its employees, and its representatives from any and all potential claims, actions, or suits brought by third parties against the District its employees, and its representatives for any loss, damage, or liability resulting from the distribution or consumption of alcohol and assumes the risk associated with the same.

Rental Party Initials: \_\_\_\_\_

---

### **11. Smoking**

The Community Center and Pool areas are **non-smoking facilities**. Smoking is prohibited inside and within **twenty-five (25) feet** of the building or pool. Violations may result in a **\$100.00 fine**.

---

### **12. Conduct, Noise, and Safety**

The following are prohibited:

- Excessive noise or misconduct; all noise must be confined within the building and doors must remain closed when music is playing
- Confetti, glitter, rice, birdseed, or similar materials
- Weapons or fireworks

Music must remain at reasonable levels, doors must remain closed, and all fire codes and occupancy limits must be followed (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 Community Center is 82 persons at any time.). Violations may result in **immediate termination** of the event.

---

### **13. Parking**

Parking is **first-come, first-served** in designated areas only. Improperly parked vehicles may be towed at the owner's expense.

---

#### **14. Vendors**

All vendors must arrive and depart within the Rental Period. Failure of any vendor to vacate the Community Center and remove all equipment and materials by the conclusion of the Rental Period, may result in **additional fees** to the Rental Party.

---

#### **15. Animals**

No animals are permitted, **except documented service animals**.

---

#### **16. Liability, Indemnification, and Insurance**

As a condition of the rental, the Rental Party agrees to **defend, indemnify, and hold harmless** the District, its employees, and its representatives from and against any and all causes of action, losses, liability, and costs (including statutory liability under worker's compensation laws) in connection with any claims for damages as a result of injury or death to any person, or damage to or loss of any property sustained by the Rental Party, the Rental Party's employees, agents, or contractors, and any invitees, guests, attendees, or participants arising from or associated with the rental, use or occupancy of the facility permitted by the Rental Party for a private event and/or other common areas used in connection with the private event.

The Rental Party is responsible for obtaining any desired insurance coverage.

---

#### **17. Legal Provisions**

If any provision is found unenforceable, the remainder of the Agreement remains in effect. This Agreement constitutes the **entire agreement** between the parties.

No term or condition of this Agreement will be construed or interpreted as an express or implied waiver of any of the immunities, rights, benefits, protections, or other provisions of governmental immunity afforded 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, C.R.S. §§ 24-10-101, *et seq.*

---

**18. Acknowledgment**

By signing, the Rental Party confirms they have read, understood, and agree to comply with this Agreement and all District rules. Failure to comply may result in forfeiture of the Deposit and future rental restrictions.

**Rental Party Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Rental Date:** \_\_\_\_\_

**Rental Party Name:** \_\_\_\_\_

**Rental Party Property Address:** \_\_\_\_\_

**Rental Party Phone Number:** \_\_\_\_\_

**Rental Party Email Address:** \_\_\_\_\_

**Rental Party Keycard Numbers to be Programmed for the Event:** \_\_\_\_\_

**Rental Fee Check Number:** \_\_\_\_\_

**Security Deposit Check Number:** \_\_\_\_\_