



Heritage Hills Metropolitan District Clubhouse Private Event Regulations & Rental Agreement

The following Clubhouse Private Event Regulations (“Regulations”) apply to the use and rental of the Heritage Hills Metropolitan District (the “District”) clubhouse, located at 9201 S. Heritage Hills Parkway, Lone Tree, CO 80124 (the “Clubhouse”):

1. An individual or group seeking to rent the Clubhouse (the “Rental Party”) must complete and execute the Clubhouse Rental Agreement, as well as pay the Deposit and Use Fee (both as defined below), no later than ten (10) days prior to the proposed event (the “Event”). For residents seeking to rent the Clubhouse, a damage deposit of \$300.00 (the “Resident Deposit”) and a use fee of \$75.00 (the “Resident Use Fee”) are required. In order to provide access and clean Clubhouse facilities to non-taxpaying members of the public and avoid additional damage costs, the District requires additional deposit funds and supplemental revenue beyond the operations and maintenance mill levy paid by residents to offset the additional costs it incurs for providing the Clubhouse and related services to additional members of the public. Accordingly, for non-residents seeking to rent the Clubhouse, a damage deposit of \$1,000.00 (the “Non-Resident Deposit”) and a use fee of \$100.00 per hour (the “Non-Resident Use Fee”) are required. The Resident Use Fee and Non-Resident Use Fee are collectively referred to as the “Use Fee,” and the Resident Deposit and Non-Resident Deposit are collectively referred to as the “Deposit.” The Use Fee and Deposit must be provided in the form of two (2) separate checks made out to **Heritage Hills Metropolitan District**, which are required at the time a reservation is requested. The Use Fee is non-refundable unless the Event reservation is cancelled at least forty-eight (48) hours in advance per Section 7 below.
2. Reservations, if approved, will be approved on a first-come, first-served basis. Reservations are not considered final until the Clubhouse Rental Agreement has been signed by the District Manager. Unless otherwise indicated in the Clubhouse Application and Rental Agreement (the “Clubhouse Rental Agreement”), the Rental Party will have exclusive use of the Clubhouse during the Event rental period subject to the terms of the Clubhouse Rental Agreement and these Regulations.
3. To ensure the Clubhouse is available to the largest number of different District taxpayers, residents, and public, the Clubhouse may not be rented by the same Rental Party (or its organization) more than once per fiscal quarter (January through March, April through June, July through September, and October through December), and reservations in consecutive quarters are not permitted.
4. The Rental Party, or a representative thereof, must be at least twenty-one (21) years of age and **MUST** be present for the duration of the Event.
5. Events must be private functions, by invitation only. The Clubhouse and the grounds surrounding the Clubhouse may **NOT** be used for any income-generating events, such as craft or jewelry sales, bazaars, books sales, or any other type of business transaction, etc.
6. No fee may be charged for admission to or attendance at the Event.

7. The Rental Party may cancel the reservation without penalty by sending written notice to the District Manager at least forty-eight (48) hours in advance of the Event. The failure to do so will result in the forfeiture of the Use Fee.
8. The Rental Party must inspect the Clubhouse at the start of the Event and notify the District Manager of any damage or other issues with equipment and/or cleanliness. An "Inventory Checklist" is provided for review with the Clubhouse Rental Agreement attached to these Regulations. The Rental Party is required to complete the Inventory Checklist and to return it to the District Manager at the time the Clubhouse key card is returned. Failure to report damage will result in the Rental Party accepting responsibility for all existing damage.
9. The Clubhouse may not be decorated without the prior approval of the District Manager. Nails, tacks and other damaging items are not permitted, and only removable tape may be used.
10. Occupancy inside the Clubhouse **MUST NOT exceed 35 people** at any given time, and the front doors must remain unlocked during the Event.
11. No animals except domesticated service animals are permitted in the Clubhouse.
12. No smoking is allowed in the Clubhouse. The Rental Party agrees that a violation of this provision will result in the forfeiture of the full Deposit and the imposition of an additional \$100.00 fine.
13. Music is permitted inside the Clubhouse, but the doors must remain closed while music is playing. No outdoor music is allowed due to the proximity of the Clubhouse to surrounding residences. Excessive noise will be grounds for immediate revocation of the right to use the Clubhouse.
14. Events must be confined to the ground floor of the Clubhouse, and guests may not disturb other residents. Teenagers and children must be supervised at all times, and the Rental Party is responsible for the behavior of all guests. The side door to the pool area must remain closed unless pool use has been authorized in the Clubhouse Rental Agreement. Security camera surveillance in the Clubhouse and pool areas may monitor all Clubhouse activities to ensure public safety and compliance with these Regulations.
15. When open for the season, the pool is available for use during Events but may not be reserved for exclusive use by any group. The pool area may not be used in the winter when the pool is closed. If the Rental Party would like to request access to the pool for guests during the Event, the Rental Party must indicate the same on the Clubhouse Rental Agreement. Requests for use of the pool by ten (10) or more guests must be submitted to the District Manager at least two (2) weeks in advance, and the Rental Party is responsible for hiring additional lifeguards through the District's then-current pool management company at least seven (7) days prior to the Event to ensure adequate lifeguard coverage. Unless otherwise indicated, the number of estimated guests listed in the Clubhouse Rental Agreement will apply to both the Clubhouse rental and pool use. If additional lifeguards are required and are not hired in advance, the Event must be restricted to the Clubhouse, and the pool may not be used. **Pool hours will remain the same as posted, and hours will not be extended for any Event. All non-resident guests MUST pay the non-resident member Pool Usage Fee as set forth in the District's Rules and Regulations for District Pool Facilities to have access to and use of the pool in connection with an Event. Only non-resident guests who have paid the Pool Usage Fee shall be permitted to use the pool.**
16. Alcoholic beverages may be served within the Clubhouse, but alcohol may not be sold, and no fee

may be charged for the consumption of alcoholic beverages. Serving alcohol to persons under the age of 21 is strictly prohibited. If alcohol will be served, the Rental Party agrees to abide by all relevant state and local laws, ordinances, and regulations governing the serving and/or consumption of alcohol. The Rental Party further agrees to be solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at the Event. Alcoholic beverages may not be consumed outside of the Clubhouse, and illicit drugs, including marijuana, in any form are not allowed in or around the Clubhouse or any other District property.

17. The Clubhouse must be restored to its original condition at the end of the reserved Event time; all decorations must be removed, all hard surfaces must be wiped down, and all trash must be placed in the Clubhouse trash bin. All equipment and furniture must be cleaned and returned to the proper storage locations or removed, as applicable, and all items brought into the Clubhouse by the Rental Party must be removed.
18. Official Clubhouse parking consists of one handicapped space near the front of the building plus a parking lot and street parking along Heritage Hills Parkway, which is available on a first-come, first-served basis and may not be reserved.
19. Events are permitted to last until 10:00 pm Sunday-Thursday and midnight on Friday and Saturday. The Clubhouse **must be vacated by the end of the reserved Event time.**
20. **Swiping the Clubhouse key card will unlock the front door and it must be swiped again to lock the door when leaving. The Clubhouse key card must be returned to the District Manager within one (1) business day of the Event.**
21. The Rental Party assumes all liability for losses or damages arising out of or related to the use of the Clubhouse for the Event. The District is not responsible for any lost or stolen items.
22. The Rental Party agrees to be responsible for all costs and expenses incurred by the District to restore the Clubhouse to the condition it was in immediately preceding the Event, 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 the Deposit, will be invoiced to the Rental Party and payable to the District 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.
23. The Deposit will be refunded if and to the extent the Clubhouse is left in a condition acceptable to the District and the Rental Party and group have complied with all District policies, including, but not limited to, these Regulations. The District will refund the Deposit, or any amount remaining thereof, if any, to the Rental Party within thirty (30) days from the first business day immediately following the Event.
24. **A violation of any of the District's policies, including but not limited to, these Regulations, may result in forfeiture of the Deposit, and/or immediate revocation of the right to use the Clubhouse during the Event and in the future.**
25. The District may refuse use of the Clubhouse at any time and may revoke the privilege of use whenever it deems necessary, including after a Clubhouse Rental Agreement has been entered into, with no liability therefor.



Heritage Hills Metropolitan District Clubhouse Application and Rental Agreement

Name of Rental Party (individual and organization, if applicable):

Address: _____ State: _____ Zip: _____

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

Email address: _____

Event Date Requested: _____ Purpose of Rental: _____

Event Time: From _____ am/pm To: _____ am/pm

Est. Number of Guests: _____ (capacity is 35)

FOB Numbers: _____

Pool Use Requested – please circle one: (YES or NO) **(Pool may NOT be used before or after posted times)**

Est. Number of Guests for Pool Access*: _____

*If ten (10) or more guests are estimated be present at the Event and using the pool, you must hire additional lifeguards through the District's pool management company at least seven (7) days prior to the Event to ensure adequate lifeguard coverage. If additional lifeguards are not hired in advance, the Event must be restricted to the Clubhouse.

*All non-resident guests must pay the Pool Usage Fee to be permitted to use the pool in connection with an Event.

FOR RESIDENTS – Required to be submitted with Clubhouse Application and Rental Agreement:

- Deposit of \$300 – Check made payable to **Heritage Hills Metropolitan District**
- Use Fee of \$75 – Separate check made payable to **Heritage Hills Metropolitan District**
- Signed Clubhouse Application and Rental Agreement

FOR NON-RESIDENTS – Required to be submitted with Clubhouse Application and Rental Agreement:

- Deposit of \$1,000 – Check made payable to **Heritage Hills Metropolitan District**
- Use Fee of \$100/hr. – Separate check made payable to **Heritage Hills Metropolitan District**
- Signed Clubhouse Application and Rental Agreement

Mail or hand-deliver signed paperwork and payment to: CliftonLarsonAllen LLP

**Attn: Heritage Hills Administrator
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111**

The Rental Party and Heritage Hills Metropolitan District (the "District") agree to the terms and conditions of this Clubhouse Application and Rental Agreement ("Clubhouse Rental Agreement") regarding the use and rental of the District's clubhouse, located at 9201 S. Heritage Hills Parkway, Lone Tree, CO 80124 (the "Clubhouse") by the Rental Party and its guests.

The Rental Party agrees on behalf of itself and its guests to comply with all District policies, including but not limited to the Clubhouse Private Event Regulations, and applicable state and local laws, ordinances, and regulations ("Laws") and agrees that a violation of any District policies or Laws may result in forfeiture of the Deposit and immediate revocation of the right to use the Clubhouse for the requested Event and any or all future events. The Rental Party agrees to assume all liability for losses or damages arising out of or related to the use of the Clubhouse for the Event and agrees that the District shall not be responsible for any lost or stolen items.

The Rental Party agrees to be responsible for all costs and expenses incurred by the District to restore the Clubhouse to the condition it was in immediately preceding the Event, including, but not limited to, any additional cleaning costs and costs of repair or replacement for lost or damaged real or personal property. The Rental Party shall be responsible to pay such costs and expenses regardless of whether such costs and expenses exceed the Deposit amount.

The Rental Party, its successors and assigns, waive and release all liability and will forever defend, indemnify, and hold harmless, the District, the District'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 District's Clubhouse by the Rental Party, its licensees, invitees, agents, contractors, subcontractors, employees, successor, and/or assigns.

Nothing in this Clubhouse Rental Agreement shall be construed to waive, limit, or otherwise modify the monetary limitations or any other rights, immunities, or protections afforded to the District, its respective officials, employees, contractors, agents, or any other persons acting on behalf of the District by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101, et seq., as the same may be amended.

This Clubhouse Rental Agreement is not transferable. Capitalized terms not defined herein have the meaning ascribed to them in the Heritage Hills Metropolitan District Clubhouse Private Event Regulations.

Rental Party understands and agrees that this reservation is not valid unless signed by an authorized representative of the District. Rental Party further understands and agrees that this Clubhouse Rental Agreement may be changed, cancelled, or terminated by the District at any time and for any reason without liability to the District therefor. The District reserves the right to refuse use of the Clubhouse at any time and may revoke the privilege of use whenever it deems necessary.

(Signature page follows)

By my signature below, I attest that I have read, understand, fully agree with and agree to abide by all terms and conditions of this Clubhouse Rental Agreement.

Rental Party Signature: _____

Date: _____

District Manager Signature: _____

Date: _____

Date Deposit Received _____ Check # _____ Amount \$ _____

Date Use Fee Received _____ Check# _____ Amount \$ _____

(Signature page to Clubhouse Rental and Application Agreement)



Heritage Hills Metropolitan District

Clubhouse Inventory Checklist

(Checklist form is given to Clubhouse renter with key card and must be returned to CliftonLarsonAllen LLP when key card is returned.)

Name [Click here to enter text.](#)

Event Date [Click here to enter text.](#)

<i>Items To Be Completed</i>	<i>Condition Upon Arrival</i>	<i>Condition Upon Departure</i>
INTERIOR:		
Return furniture/accessories to original position		
Folding tables put away in storage room		
Stack chairs in storage room		
Decorations and tape removed		
Place trash in Clubhouse trash bin		
OUTSIDE PERIMETER:		
Tidy up and place trash in outside trash bins		
AS YOU LEAVE		
Close windows		
Turn off lights		
Set thermostat @ 68° F during winter and 75 ° F during summer		
Slide key card to lock front door		
Lock bolt on pool side door		
RETURN KEY CARD and CHECKLIST FORM to District Manager		

Rental Party Signature: _____

Date: [Click here to enter text.](#)