


**COLLIERS
HILL**
ERIE, COLORADO



Applicant Name: _____ **Date of Birth:** _____

Applicant Address: _____ **State:** _____ **Zip:** _____

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

Email: _____ **Contact Person On-Site:** _____

Date of Requested Event: _____ **Purpose of Rental:** _____

**½ Payment is due at the time of booking. Final payment due 14 days before event.
Cancellations may be eligible for a refund minus a \$25 processing fee.**

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

_____ **Clubhouse/deck** Fee: \$50 hour (2 hour minimum) Upper Level
Time: From _____ **am/pm To** _____ **am/pm** (Hours 6am-
Midnight)
Max. Persons: 90 inside, 125 inside and on deck

Total amount due: \$ _____
½ Payment made :Date _____ Amount: _____ Method of Payment _____
Balance Amount Due: _____ Date Due: _____
Balance Payment made :Date _____ Amount _____ Method of Payment _____

Credit Card Information:

_____ **Printed Name on Card** _____ **expiration 00/00/0000**

_____ **Card Number** _____ **security number (000)**

INDEMNIFICATION/WAIVER OF LIABILITY: Applicant, its successors and assigns, assumes all liability and risk and will defend, indemnify and hold harmless the Colliers Hill Metropolitan District (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: _____

Required to be submitted with application:

- Completed Clubhouse Rental Agreement
- Rental Fee- Credit Card (Payment is due 14 days before event on the business day)
- Credit Card information made payable to YMCA of Northern Colorado

Drop-off paperwork to the Overlook Clubhouse physical address: 650 Orion Ave Erie, Colorado 80516

Office Hours:

Mon: 10am-3pm

Tues: 1pm-6pm

Wed: 2pm- 7pm

Thurs: 1pm-6pm

Fri: 9am-3pm

Overlook Clubhouse Rental Agreement

This Clubhouse Rental Agreement is made this day ____ of _____, 2024 by and between Colliers Hill Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and _____ (the "Rental Party") for use of the club house on the day ____ of _____, 2024.

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 general 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, (b.) being in good standing with the District at the time this Agreement is signed, and at the time of the event, and (c.) 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. Reservations/Cancellation. Reservations will not be considered final until approval is granted and the appropriate fee(s) and deposit(s) have been received. 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 without penalty by the Rental Party by sending written notice to District staff no less than fourteen (14) days in advance. It is understood that the penalty for cancellation of a function less than fourteen (14) days in advance is a forfeiture of the 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 Deposit and the full Rental Fee (as shown on the Application for Facility Use (the "Rental Application")) to the Rental Party. The Rental Party, in an event or emergency or public health safety event, instead of cancellation, may request to move reservation to a later available date with the same down payment.

3. 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 Rental Application. Only the areas specified in the rental agreement, (upper level) are reserved. The pools, grills, grass-area and other amenities are not reserved under this Agreement and may be used by homeowners on a first-come, first-served basis.

4. Use of Pool. The pool area is available to all residents 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 in the Rental Party's event will interfere with use of the pool by others.

5. 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 fenced area on north side of clubhouse. All equipment and furniture will be returned to their proper storage locations or removed, as applicable. Standard cleaning, including sweeping, 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. **Failure to comply to the 'Set Up/Cleaning' portion of the Rental Agreement will result in an additional cleaning charge, varying with cleaning cost assessment, as well as a temporary ban from future renting of the clubhouse facilities for up to one year starting at the end of the month the rental took place.**

6. Condition of Facilities. A pre-event condition checklist is to be completed by the Rental Party. The Rental Party is responsible to report any existing damage of the facility to District staff before their event begins on the provided checklist. Failure to report damage will result in the Rental Party accepting responsibility for all existing damage. The Rental Party agrees to complete the checklist given at the time of reservation. As soon as reasonable after the event, a District representative will perform an inspection of the Clubhouse. **The District shall be entitled to take such actions as required to restore the Clubhouse to its condition immediately preceding the event, and the Rental Party shall be responsible for all costs and**

expenses incurred by the District related to such actions.

7. Damage/Security Deposit The Rental Party agrees that **if, in the sole judgment of District staff, the District must incur costs to restore the Clubhouse or any of the District's facilities to its/their pre-event 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 any and all additional costs. The Rental Party further agrees that the District may invoice the Rental Party for any charges in excess of 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. Such unpaid amounts shall become part of the fees and charges due and owing by the Rental Party to the District and shall constitute a perpetual statutory lien against the real property owned by the Rental Party (or the Owner as set forth on the signature page) pursuant to § 32-1-1001(1)0, C.R.S. The selection of the contractor for any cleaning, repairing or replacement shall be within the sole discretion of the District. The District shall refund the Deposit, or any remaining amount thereof, within thirty (30) days from the first business day immediately following the event, to the Rental Party.

8. Alcoholic beverages may be served as long as the Rental Party abides by the following conditions.

- a. No fee will be charged, either directly or indirectly (*i.e. no cash bar*) for the 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 the majority of the attendees are under 21 years old, the Rental Party will assure that there is at least one adult chaperone present at all times 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 safely and responsibly drive away from the event due to intoxication. The Rental Party agrees that they are solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at their event.
- g. The Rental Party shall indemnify and hold harmless the District for any claims, actions, or suits brought by third-parties against the District for any damages caused as a result of Rental Party's failure to comply with the provisions of this Agreement.

9. 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 ft of the Clubhouse, Pool or play area. 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.

10. Use Restrictions. No staples, nails or screws are allowed to be fastened by the Rental Party to any District facility at any time. **No mylar balloons or confetti are permitted.** 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 the town of Erie and the requirements of the District, District staff, local police and fire departments. The following use restrictions shall be in effect at all times:

- 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 Erie police department shall have authority to close the Clubhouse to public and private activities.
- c. Town of Erie fire codes mandate the legal capacity of the Clubhouse. Doors may not be blocked; a clear five-foot width pathway to insure safe exit must be maintained. Throwing of rice, birdseed or confetti is not permitted. Special permission may be granted on a case-by-case basis.
- d. Children's parties must have parent/adult supervision. This rule applies for any persons under the age of eighteen (18).
- e. No weapons of any type and no fireworks are allowed in the Clubhouse or the immediate surrounding area.
- f. 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 container, noise, disorderly conduct, or loitering. The Deposit may be forfeited as the result of violating these provisions.

11. Parking. The Rental Party acknowledges that parking is available only on a first come, first served basis. Function guests may not park in areas designated as no parking areas. Cars parked in inappropriate areas must be moved upon request or will be towed at the owner's expense.

12. Vendor 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 District staff, 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 base use period. If the facility is not left vacant after the completion of the rental. It is understood that the actual costs of teardown will be assessed, and the Rental Party will be responsible for all cleaning, storage, and rental fees during the time premises are not vacant

13. Loss. The District is not responsible for lost or stolen articles.

14. Exceptions. Any exceptions to the provisions set forth in this Agreement will be considered by the District on an "as requested" basis and such requests shall be submitted in writing.

15. Breach of Agreement/Fines. **The Rental Party agrees that violation of any of the above provisions or the District's Rules and Regulations may result in fines of up to \$250.00 per violation, forfeiture of the Deposit, and additional fees/fines, being billed to the Rental Party, at the discretion of the Board or District staff. Further, any such violation may preclude the Rental Party from using District facilities in the future, in the discretion of the Board or District staff. The District shall have all rights available under law and the District's governing documents for enforcement of the provisions of this paragraph.**

16. Limitation of Liability and Indemnification. Rental Party accepts full responsibility for all guests and agrees to be financially responsible for any damage caused by them, even if such costs exceed the amount of the Deposit. Rental Party releases and agrees to fully indemnify, hold harmless and defend the District and its representatives from all liability resulting from Rental Party's use of the Clubhouse and surrounding area, including liability for any attendee to Rental Party's function. Rental Party agrees to save, indemnify, defend and hold harmless the District and its officers, directors, agents, employees, contractors and subcontractors against any and all damages, losses, liabilities, claims, costs and expenses, including reasonable attorneys' fees arising out of any claim asserted by the undersigned, his or her family, guests, employees, invitees or third parties in conjunction with or arising in any way out of the use, operation or maintenance of the Clubhouse. Rental Party expressly acknowledges and agrees that the activities at the facility may be dangerous and involve risk or serious injury and/or death and/or property damage and hereby assumes full responsibility for the risk of bodily injury, death or property damage resulting from the negligence of the District or otherwise while in or upon the District's facilities or for any purpose while participating in the event which is the subject of this Agreement. Rental Party hereby releases, waives, discharges and covenants not to sue the District, its officers, officials, representatives and assigns from all claims, demands and any and all manner of actions, causes of action, suits, damages, claims and demands whatsoever in law, or in equity, which the Rental Party now has, or which its successors, executors or administrators hereafter can, shall or may have, for, upon or by reason of any manner, cause created by or existing out of the permitted use of the facilities by the Rental Party, or any person using the reserved facilities. Rental Party expressly agrees that this reservation, release and indemnification is intended to be as broad and inclusive as is permitted by the Law of the state of Colorado, and further that if any part hereof is held invalid, the remainder of this section and this Agreement shall continue in legal force and effect.

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

18. 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.

19. 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.

20. 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 I of the Colorado Revised Statutes.

21. Counterpart Execution. This Addendum may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and upon receipt shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

Rental Party has read and fully understands and has voluntarily signed this Agreement. 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. 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 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 CLUBHOUSE RENTAL AGREEMENT, AND HAVE READ, AM FAMILIAR WITH, AND AGREE TO ABIDE BY ALL RULES AND REGULATIONS OF THE DISTRICT.

X

(Rental Party Signature) Date

(District representative Signature) Date

X

(Printed Rental Party Name)

(District representative Print Name)

Comments:

Alcohol? Yes or No (Circle one)

Alcoholic beverages may be served as long as the renter abides by the following conditions:

1. No fee will be charged, either directly or indirectly, i.e. no cash bar.
2. No alcoholic beverages will be served to any person who is under the age of 21 or to any intoxicated person. YMCA staff reserves the right to request proof of age.
3. Renter acknowledges that the Overlook does not hold or maintain a liquor license and this permission to serve alcoholic beverages does not constitute a liquor license.
4. If any adult attending the event is abusing or misusing alcohol on the Premises, the renter will take action to have such activities stopped and if necessary will notify the police to seek assistance.
5. The renter is solely responsible for any claim or liability that arises as a result of serving alcoholic beverages at renter's event.

I, (Print name) _____, affirm I have read and will abide by the rules outlined above.

_____ (initial) Half of rental deposit is due at the time of contract signing in order to secure your date.

_____ (initial) If the Renter cancels within 14 days of the event, 50% the deposit will be withheld. If cancellation is less than 7 days prior to the event, deposit will be forfeited.

_____ (initial) Damage deposit may be kept for excessive disturbance to the neighborhood or any damage to the Overlook.

_____ (initial) A complete facility walk through (with the designated resident Renter) is required before event. The Renter is responsible for paying full replacement cost or full repair cost of any damages occurred during rental.

_____ (initial) Room set up: We do not set up, or clean-up for the Renters. We allow 60 minutes before the function starts to set up, and 60 minutes after the function ends for clean-up, at no additional charge. If additional time is needed for set up and/or clean up, it must be figured into the rental time.

_____ (initial) Decorations may be hung with non-abrasive tape such as command strips, but **NO tacks, pins, or nails may be used** for decorations.

_____ (initial) All rentals will be charged for the entire length of their event.

_____ (initial) The renter must be a minimum of twenty-one (21) years of age. The designated Renter on the contract must be in attendance during the entire time of the event. Failure to provide adequate adult supervision will be grounds for immediate termination of the event and participants will be asked to leave the facility.

_____ (initial) All Renters will be required to clean their rented facility after their event. A \$100 per/hr fee will be withheld if additional cleaning is required.

_____ (initial) Renter acknowledges that, except as specifically provided herein, Renter will not have exclusive use of the Premises or of the clubhouse and that other portions of the Premises and the clubhouse may be used by different individuals or entities. During the scheduled Renter's use, Renter will have use of the rented Premises, at the discretion of YMCA staff. Individuals may walk through the deck area during rentals for access to other portions of the facility.

_____ (initial) All rentals and clean up must be completed no later than midnight.

_____ (initial) All music must end by 11:00p.m.

_____ (initial) The use of the pool is strictly prohibited.

_____ (initial) A/V Equipment is available, but The Overlook is not responsible for non-working

equipment. Renter is responsible for inspecting the equipment prior to their event.

_____ **(initial)** This is a Non Smoking facility except in designated areas within 25 feet of front entrance. Violation will result in a \$100 fine per violation.

_____ **(initial)** A Resident may allow a Non-resident to use the facility, the Resident must complete this paperwork is responsible for any damages or additional charges.

I, _____ affirm I have read and will abide by the rules outlined above.

Signed name

Date