



Applicant Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Applicant Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_ Event On-Site Contact: \_\_\_\_\_

Date of Requested Event: \_\_\_\_\_ Purpose of Rental: \_\_\_\_\_

### **Payment**

Fee: \$50 hour (2 hour minimum) Upper Level

100% of payment is due at time of booking.

Cancellations made 14 days or more in advance of the event date will be eligible for a refund minus a \$25 processing fee.

Cancellations made within 14 days of the event date will not be eligible for a refund.

Facility Requested: \_\_\_\_\_ Will Alcohol Be Present: \_\_\_ Yes \_\_\_ No Est. Attendance: \_\_\_\_\_

Clubhouse Deck Required? \_\_\_ Yes \_\_\_ No

Time: From \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm (Hours 6am-Midnight) Total Cost: \_\_\_\_\_

**Max. Persons: 90 inside, 125 inside with deck**

### **Credit Card Information:**

We do not accept American Express

Printed Name on Card: \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration 00/00/0000: \_\_\_\_\_ Security Number: \_\_\_\_\_

The Overlook at Colliers Hill Rental Agreement

**CLEANING:** Rental is responsible and required for cleaning up clubhouse post rental event. The cleaning check list includes; removal of all decorations, wipe down kitchen countertops and tables, empty refrigerator and freezer of any food, kitchen appliances (if used) cleaned and wiped down, all trash removed and liners replaced, return furniture to original position according to layout, return foldable tables and chairs to storage room, vacuum, sweep, mop floors, check restrooms for spills/trash, remove restroom trash bins and replace liners, any deck spills, clean with water and wipe up mess, check all deck doors are fully closed, trash is placed into dumpster, NOT A/C unit area, if glass is being thrown away make sure to double back it and throw away gently to prevent any spillage, turn off all lights, lock front door, return key to lock box.

If the above cleaning list is not complete after rental, a \$150+ cleaning fee will be charged.

**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 for finalizing booking:

- Completed Clubhouse Rental Agreement
- Rental Fee: Credit Card Payment 100% due day of booking rental
- 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:

Monday 9AM-3PM

Tuesday 9AM-3PM

Wednesday 1-7PM

Thursday 9AM-3PM

Friday 9AM-3PM

Closed Sunday and Saturday

## Overlook Clubhouse Rental Agreement

This Clubhouse Rental Agreement is made this day [REDACTED] of [REDACTED], 2024 by and between Colliers Hill Metropolitan District, as quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and [REDACTED] (the "Rental Party") for use of the club house on the day [REDACTED] of [REDACTED], 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/Cancellations – Reservations will not be considered final until approval is granted and the appropriated fee(s) have been received. Rentals are approved on a first-come, first-serve 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-serve 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 the 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. **CLEANING:** Rental is responsible and required for cleaning up clubhouse post rental event. The cleaning check list includes; removal of all decorations, wipe down kitchen countertops and tables, empty refrigerator and freezer of any food, kitchen appliances (if used) cleaned and wiped down, all trash removed and liners replaced, return furniture to original position according to layout, return foldable tables and chairs to storage room, vacuum, sweep, mop floors, check restrooms for spills/trash, remove restroom trash bins and replace liners, any deck spills, clean with water and wipe up mess, check all deck doors are fully closed, trash is

placed into dumpster, NOT A/C unit area, if glass is being thrown away make sure to double back it and throw away gently to prevent any spillage, turn off all lights, lock front door, return key to lock box.

**If the above cleaning list is not complete after rental, a \$150+ cleaning fee will be charged. 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.**

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 inspect of the Clubhouse. **The District shall be entitled to take such actions as required to restore the Clubhouse to its conditioned 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 payment or any portion thereof against such costs. If the payment is insufficient to pay for the damages and/or clean up, the Rental Party agrees to pay for any 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 (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 payment, 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 Part 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 serves 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 the 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 feet 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, tape, 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 citizens. 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, it's 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 ensure 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 payment 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-serve 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 request shall be submitted in writing.
15. Breach of Agreements/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 documents 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 decisions 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 Districts pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 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.

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

Comments: \_\_\_\_\_

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Alcohol? \_\_\_\_ Yes \_\_\_\_ No

Alcoholic beverages may be served as long as the rental 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 Rental Party is solely responsible for any claim or liability that arises as a result of serving alcoholic beverages at Rental Party event.

I, \_\_\_\_\_ (print name) affirm I have read and will abide by the rules outlined above.

- \_\_\_\_\_ (initial) 100% of rental payment is due at the time of contract signing in order to secure your date.
- \_\_\_\_\_ (initial) If the Renter cancels within fourteen (14) days of the event, payment will be forfeited.
- \_\_\_\_\_ (initial) Damage deposit may be invoiced for excessive disturbance to the neighborhood or any damage to the Overlook.
- \_\_\_\_\_ (initial) A Completed 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 event.
- \_\_\_\_\_ (initial) Room set up: We do not set up, or clean-up for the Renters. We allow 60 minutes before the function started 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 rental time.
- \_\_\_\_\_ (initial) Decorations may be hung with non-abrasive tape such as command strips but NO tacks, pins, tape, or nails may be used for decorations.
- \_\_\_\_\_ (initial) All Renters will be charged for the entire length of their event.
- \_\_\_\_\_ (initial) The Renters 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 vent. Failure to provide adequate adults 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 \$100.00 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 schedule Renter’s use, Renter will have use of the rented Premises, at



The Overlook at Colliers Hill Rental Agreement

the discretion of YMCA staff. Individuals may walk through the deck area during rentals for access to other portions of the facility.

\_\_\_\_\_ (initial) All Renters and clean up must be completed no later than midnight.

\_\_\_\_\_ (initial) All music must end by 11:00pm.

\_\_\_\_\_ (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 NONSMOKING facility except in designated areas within the 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 and is responsible for any damages or additional charges.

I, \_\_\_\_\_ (print name) affirm I have read and will abide by the rules outlined above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_