



**Rental Reservation Contact Info:**

Residents Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Residents Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Number: \_\_\_\_\_

**Rental Event Info:**

Renting the Overlook Clubhouse has a resident fee of **\$50 per hour, with a 2-hour minimum**. Full payment is required at the time of booking.

Rentals are allowed to have **1 hour prior to your event** to set up and **1 hour afterwards to clean up** and put the clubhouse back to its original state, at no additional charge. *If additional time is needed for set up/take down, it must be figured into rental time.*

Cancellations made 14 or more days before the event qualify for a full refund. Cancellations within the 14 days of the event are *non-refundable*.

If your rental event overlaps with office hours, please note that management will be present, and other residents may come and go for assistance. *If this is a concern, we recommend scheduling your rental outside of office hours.*

**Date of Rental Reservation:** \_\_\_\_\_ **Purpose of Rental:** \_\_\_\_\_

Will alcohol be present? \_\_\_ Yes \_\_\_ No Estimated Attendance: \_\_\_\_\_ (95 Persons Max Capacity)

*Event Set up Time:* \_\_\_\_\_ (no earlier than 7am)

**Event Party Time:** From \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm (Available Hours 8am-11pm)

*Event Cleanup & Exit Time:* \_\_\_\_\_ (no later than midnight)

**Total Cost: \$** \_\_\_\_\_ **+ Tax** (e.g.: 2 hours = \$100 / 3 hours = \$150 / 4 hours = \$200 etc)

**Payment:**

Credit card information is essential for ensuring a smooth rental process. It allows us to collect the \$150+ cleaning fee if the clubhouse is not left in its required condition or to process reimbursements for cancellations according to our policy. Your card will only be charged when necessary and in compliance with the terms of your rental agreement.

Credit Card Information – *We do not accept American Express*

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

Expiration Date: \_\_\_\_\_ Security Number: \_\_\_\_\_

*Overlook Management Use Only:*

*Payment Collected Date:* \_\_\_\_\_ *Initials:* \_\_\_\_\_

**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.
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, [redacted] (print name) affirm I have read and will abide by the rules outlined above.

**Cleaning Protocol:**

Rentals are responsible for cleaning the clubhouse after their event and putting it back to it’s original state. The following checklist must be completed to avoid a \$150+ cleaning fee:

- Remove all decorations.
- Wipe down kitchen countertops and tables.
- Empty the refrigerator and freezer of any food.
- Clean and wipe down kitchen appliances, if applicable.
- Remove all trash, replace liners, and place trash in the dumpster (not near the A/C unit).
  - Glass trash must be double-bagged and disposed of gently to prevent spills.
- Return furniture to its original layout and store foldable tables/chairs in the storage room.
- Check restrooms for spills/trash; empty restroom trash bins and replace liners.
- Clean any spills on the deck (e.g., ice cream, cake, soda), if applicable.
- Vacuum and sweep floors.
- Ensure all deck doors are fully closed.
- Turn off all lights, lock the front door, and return the key to the lockbox.

**Important:** Most rentals occur Wednesday-Sunday, and other residents may have reservations before or after your event. Please leave the space cleaner than you found it to ensure it’s ready for the next guest. **If the clubhouse is in disarray when you arrive for your reservation, immediately take photos and email them to management to report the condition.** However, you will *still be responsible* for resetting the clubhouse to its original state to prepare for your event.

If management is required to clean up after your rental party during office hours, *a \$150/hour fee will be charged on top of the automatic \$150 cleaning fee.* This will be applied *without prior warning* to cover the time and effort needed to return the clubhouse to its original state. Proof, including photos, a cleaning task list, and a receipt, will be emailed to the renter. To avoid a minimum charge of \$300 (\$150 automatic cleaning fee + \$150/hour management cleaning), **please clean up thoroughly.**

I, [redacted] (print name) affirm I have read and will abide by the rules outlined above.

**Damaged Item Protocol:**

A **minimum \$100 damage fee** will be automatically applied if any items are found damaged after your rental. If the cost to repair or replace the damaged items exceed \$100, the renter will be billed for the full replacement cost. Proof of the damage, including photos and a receipt, will be emailed to the renter. This fee is non-negotiable and charged without prior warning.

I, [redacted] (print name) affirm I have read and will abide by the rules outlined above.

### Importance of a Walkthrough:

A walkthrough before your rental reservation ensures you're fully prepared to host your event and avoid any surprises. During the walkthrough, you'll review key details like the rental cleanup checklist, access to cleaning and storage supplies, furniture layout, and the use of amenities such as the music system, TV hookups, and kitchen appliances. You'll also receive guidelines for decorations, trash disposal, and deck usage. Additionally, we'll provide the *lockbox code for entry* and show you how to secure the clubhouse after your event. The walkthrough is crucial since the office will be closed during your rental, and it's your responsibility to respond to management's walkthrough email to schedule this meeting. Failure to attend a walkthrough may impact your ability to host your event successfully.

I, [REDACTED] (print name) affirm I have read and will abide by the rules outlined above.

### Please initial below once terms have been read:

[REDACTED] 100% of rental payment is due at the time of reserving in order to secure your date.

[REDACTED] Cancellations made 14 or more days before the event qualify for a full refund. Cancellations within the 14 days of the event are non-refundable.

[REDACTED] All music must end by 11:00pm.

[REDACTED] Damage deposit of a minimum of \$100 may be invoiced *without prior warning* for excessive noise disturbance to the neighborhood if a complaint is filed.

[REDACTED] A walkthrough with a member of the rental party is required prior to the event.

[REDACTED] Rental set up/take down: ***We do not set up, or clean-up for the Renters.*** We allow 1 hour before the reservation starts to set up and 1 hour after the reservation 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.*

[REDACTED] Decorations may be hung with non-abrasive tape such as command strips or painters' tape but NO tacks, pins, other tapes, or nails may be used for decorations.

[REDACTED] All Renters will be charged for the entire length of their event.

[REDACTED] 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 event.

[REDACTED] Throwing of rice, birdseed or confetti, as well as similar items to confetti for table top décor, **is not permitted.** A deposit of a minimum of \$100 may be invoiced *without prior warning* if found within clubhouse grounds after rental event.

[REDACTED] All Renters will be required to clean the Overlook Clubhouse after their event. A \$150.00 per hour fee, on top of the automatically charged \$150 cleaning fee, will be charged ***without prior warning*** if additional cleaning is required by management to put the clubhouse back into its original state. Renter will receive an email with proof of photos, list of cleaning management undertook and receipt attached by management.

\_\_\_\_\_ Renter acknowledges that, except as specifically provided herein, Renter will not have exclusive use of the Overlook clubhouse at full and that other portions of the Overlook clubhouse may be used by other individuals or entities (basement). During the reserved Renter’s use, Renter will have use of upper floor and deck only. However, individuals may walk through the deck area during rentals for access to other portions of the facility.

\_\_\_\_\_ The use of the pool is strictly prohibited for rental party.

\_\_\_\_\_ This is a NONSMOKING facility. Violation will result in a \$200 fine. Smoking is admitted in the far east side of the parking lot, if needed.

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

**Indemnification and Waiver of Liability:**

This Clubhouse Rental Agreement is made this day \_\_\_\_\_ within the month of \_\_\_\_\_ of the year \_\_\_\_\_ between Colliers Hill Metropolitan District, as quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and \_\_\_\_\_ (name of Rental Party) for use of the club house on the day \_\_\_\_\_ within the month of \_\_\_\_\_ of the year \_\_\_\_\_.

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 vent, 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 vent 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 cancelation, may request to move reservation to a later available date with the same down payment.
3. **Use of Clubhouse** – The Rental Party shall have exclusive use of the Clubhouse during the Rental Period, for the sole purpose of staging the clubhouse as described in the Rental Application. Only the areas specified in the rental agreement, (upper level) are reserved. The pool, grass-area and other amenities are not reserved under this Agreement and may 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 acknowledge 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.
  - a. 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** – 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 \$200.00 fine.
10. **Use Restrictions** – no staples, nails, non painters tape, or screws are allowed to be fastened by the Rental Party to the Overlook Clubhouse at any time. Confetti or similar items for table décor, is not 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.
  - 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 \$150.00 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 Rental Total Cost or any other additional fee included herein. 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 Jaw 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 additional, 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.

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.

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.

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