

MURPHY CREEK METROPOLITAN DISTRICT NO 3

Application for Facility Use

Applicant Name: _____

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

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

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

Date Requested: _____ **Description of Event** _____

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

*(If alcohol will be present or estimated attendance is 40 or more, security is required.)

Rental Fee: \$25 for 4 hours, \$10 each additional hour, up to a \$50 maximum

Deposit: \$500

Time: From _____ am/pm To _____ am/pm (Hours: 10:00am – Midnight)

Max. Persons: 84

Required to be submitted with application:

- Completed Application
- Completed Clubhouse Rental Agreement
- Received Clubhouse Checklist
- Rental Fee – Check made payable to Murphy Creek Metropolitan District No. 3
- Deposit – Separate check made payable to Murphy Creek Metropolitan District No. 3

INDEMNIFICATION/WAIVER OF LIABILITY: Applicant, its successors and assigns, assumes all liability and risk and will defend, indemnify and hold harmless the Murphy Creek Metropolitan District No 3 (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:** _____

For Internal Use Only

Rental Application, Agreement, Rental Fee & Deposit Reviewed By: _____ Date: _____

Special Instructions:

Fee Rcvd. \$ _____ Check # _____

Deposit Rcvd. \$ _____ Check # _____

Security Contract Received _____

Total Fee Pd. \$ _____

MURPHY CREEK METROPOLITAN DISTRICT NO 3

Clubhouse Reservation Agreement

This Clubhouse Reservation Agreement (“Agreement”) is made this ____ day of _____, by and between Murphy Creek Metropolitan District No. 3, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and _____ (the “Rental Party”).

1. **Availability.** The Rental Party must be a resident of the District to be eligible to reserve District facilities. 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. A copy of the applicant’s current driver’s license is required to reserve a facility.

2. **Security.** **Security personnel are required for all rentals during which forty (40) or more persons will be in attendance and/or if alcohol will be present.** If security personnel are required, the Rental Party will be responsible for all costs related thereto. Security personnel must be selected from a list of security personnel pre-approved by the District unless an alternate provider is screened and approved in writing by the District Manager prior to the scheduled rental. Approval of security personnel by the District does not constitute a warranty or guarantee of such security personnel’s performance by the District. **A contract with an approved security provider or other verifiable evidence of the Rental Party’s security personnel arrangements must be provided to the District a minimum of seventy-two (72) hours prior to the scheduled event or the rental will be cancelled.** In the event this provision is violated by the Rental Party, the Rental Party shall automatically be assessed a minimum of \$250 penalty and may be suspended from all pool and Clubhouse privileges for a period of up to 12 months at the discretion of the Board or District Manager.

3. **Reservations/Cancellation.** Reservations will not be considered final until approval of the Application for Facility Use 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 by the Rental Party by sending written notice to the District Manager no less than seven (7) days in advance without penalty. It is understood that the penalty for cancellation of a function less than seven (7) 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) to the Rental Party.

4. **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 application. Only the kitchen, common room, restrooms, and covered patio areas are reserved under this Agreement, except that during pool hours during pool season, the covered patio shall not be available for reservation and exclusive use by the Rental Party. During pool hours during pool season the covered patio is a common area open to all pool users, and neither lifeguards nor other District personnel shall bear responsibility for monitoring guests of the Rental Party or assisting in monitoring shared use of the covered patio by pool users or other members of the public. The pool and other amenities are not reserved under this Agreement and may be used by homeowners on a first come, first served basis.

5. 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. Unauthorized use of the pool area may result in the forfeiture of the Deposit and additional fines.

6. 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 parking lot. All equipment and furniture will be returned to their proper storage locations or removed, as applicable. Standard cleaning, including vacuuming, 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. Additional post-event cleaning costs incurred by the District shall be the responsibility of the Rental Party and shall be billed to the account associated with the Rental Party's District address in the District's sole discretion.

7. 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. In the event that the rental takes place outside of normal business hours, the Rental Party shall leave a message detailing the damage on the District staff voicemail (303-693-2118) or email tslagle@cchoapros.com. The District may also prepare a pre-event condition checklist in its discretion. Within 72-hours after the scheduled event, a District representative will perform a post-event inspection of the Clubhouse. **The Rental Party will be given 48-hours to provide their own post-event inspection or report any other problems to the District Manager, after which time the District's representative, in his/her sole discretion, shall make a determination or finding as to any unsatisfactory cleaning and/or other damage. Any costs arising out of such finding shall be final and binding on the Rental Party.** The District shall be entitled to take such actions as required to restore the Clubhouse to its condition immediately preceding the event.

Rental Party acknowledges they have read and understood Paragraph 7 above regarding check-out inspections.

Initial here: _____

8. Damage/Security Deposit. The Rental Party agrees that if, in the sole judgment of the District Manager, 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)(j), C.R.S. The selection of the contractor for any cleaning, repairing or replacement shall be within the sole discretion of the District.

9. Alcoholic Beverages. 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 sale or 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.
- h. **Security personnel or off-duty police officer(s) are required for all rentals during which alcohol will be present. No exceptions will be granted.** If security personnel are required, the undersigned will be responsible for all costs related thereto.

Rental Party acknowledges they have read and understood Paragraph 9 above regarding the alcohol policy.

Initial here: _____

10. Smoking. The Rental Party acknowledges that the Clubhouse and Pool areas are **NON-SMOKING** facilities. No smoking is allowed anywhere within the Clubhouse and the fenced areas of the Pool, or within 25 feet of the Clubhouse or Pool 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.

11. Use Restrictions. No staples, nails, tacks, pins, or screws are allowed to be fastened by the Rental Party to any District facility at any time. 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 Arapahoe County and the City of Aurora and the requirements of the District, the District Manager, 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 Aurora Police Department shall have authority to close the Clubhouse to public and private activities.
 - c. City of Aurora fire codes mandate the legal capacity of the Clubhouse. Doors may not be blocked at any time and a clear five-foot wide pathway to ensure safe exit must be maintained. The maximum allowable occupancy of the Clubhouse is 120 persons at any time.
 - d. Throwing or other use of rice, birdseed, confetti, sparkles, glitter, or similar items is not permitted inside or outside of the Clubhouse and pool area. Special permission may be granted on a case-by-case basis. Additional cleaning fees will apply if additional cleaning is required, as provided for in this Agreement.
 - e. Children's parties must have parent/adult supervision. This rule applies for any persons under the age of eighteen (18).
 - f. No weapons of any type or fireworks are allowed in the Clubhouse, pool or the immediately surrounding area.
 - g. 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.
12. Parking. The Rental Party acknowledges that parking is available only on a first come, first served basis. Function guests may not park in areas not designated as parking areas. Cars parked in inappropriate areas must be moved upon request or will be towed at the owner's expense.
13. Vendors 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 the District Manager, 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 tear-down will be assessed, and the Rental Party will be responsible for all cleaning, storage, and rental fees during the time premises are not vacant.***
14. Loss. The District is not responsible for lost or stolen articles.
15. 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.
16. 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, forfeiture of the Deposit, and additional fees/fines, being billed to the Rental Party, at the discretion of the Board or District Manager. Further, any such violation may preclude the Rental Party from using District facilities in the future, in the discretion of the Board or the District Manager. The District shall have all rights available under law and the District's governing documents for enforcement of the provisions of this paragraph.
17. 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 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 incurred by the District 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 Agreement shall continue in legal force and effect.

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

19. 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.

20. 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.

21. 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 1 of the Colorado Revised Statutes.

22. 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. The Property Owner associated with the District account, if not the Rental Party, shall also be considered a legally responsible party under this Agreement. 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 inability to rent facilities in the future.

BY MY SIGNATURE BELOW, I HEREBY SWEAR TO HAVE READ AND UNDERSTAND, AND AGREE TO COMPLY WITH, THIS MURPHY CREEK METROPOLITAN DISTRICT NO. 3 CLUBHOUSE RESERVATION 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 Staff Signature) Date

X

(Rental Party Name)

(District Staff Print Name)

X

(Property Owner's Signature*) Date

X

(Property Owner's Signature*)

* If the Rental Party is not the named party on the District account associated with the address listed in the Application for Facility Use, approval by the property owner is also required for Clubhouse rentals.

Comments:

Murphy Creek Metro District # 3 Club House Checklist
 (Any Checklist Returned 72 hours after the scheduled event will not be valid)

<i>Clean All Items Used and Replace Furniture to Original Positions</i>	
Name:	Phone
Address:	Event Date:
Email:	Event Start and Finish Time:

Items To Be Completed	Condition Upon Arrival 1-5 (1 Being the Lowest)	Initial Completed Item Before Leaving
INTERIOR		
Clean all counters and sink		
Clean stove, oven and microwave		
Clean refrigerator- inside and out		
Wash dishes used and empty dishwasher		
Clean restroom sink and toilet		
Replace furniture to original position		
Wipe all tables		
Sweep and mop all floors		
Vacuum carpet		
Wipe and put away folding tables in back room		
Stack extra chairs and place in the back room		
Remove all decorations and tape		
Replace trash can bags, including in restroom		
Empty and remove trash from premises (Dumpster located at North end of the parking lot)		
Clean all entrance/exit door glass		
OUTSIDE PERIMETER		
Tidy up- remove all trash		
AS YOU LEAVE		
Close and lock windows		
Turn off all kitchen appliances		
Turn off lights- thermostat set at 70°		
Lock doors (back and front)		
Turn off fireplace		

Furniture Count	Please Initial To Verify Item Is In The Proper Location	Furniture Condition
MAIN ROOM		
4 Square Tables w/16 Chairs		
1 Desk / Chair		
2 Sofas		
1 Coffee Table		
4 Green Upholstered Chairs		

Furniture Count cont...	Please Initial To Verify Item Is In The Proper Location	Furniture Condition
BACK ROOM		
80 Chairs		
9 Rectangular Folding Tables		
ENTRANCE HALL		
4 Green Upholstered Chairs		
COMMENTS:		

Please note: If there is severe damage done to the clubhouse prior to your scheduled event, please call the Management office (Before Your Event) to time stamp your recorded message of the damage.

Please mail completed form to:
Murphy Creek Metro c/o Cherry Creek HOA Professionals
14901 E Hampden Ave # 320, Aurora, CO 80014
303-693-2118 Phone or 303-693-8803 Fax

_____ Time _____ Date _____ Signature of User

_____ Time _____ Date _____ District Manager

Checklist Received and Reviewed By: _____ Date: _____
Janitorial Services Checklist Received and Review By: _____ Date: _____ Damage: Y / N
Comments: