

STERLING RANCH COMMUNITY AUTHORITY BOARD
APPLICATION AND AGREEMENT FOR PRIVATE RENTAL OF FACILITIES

FOR PRIVATE AND GUARANTEED RESERVATION OF FACILITIES:

Please complete all requested information and return the completed application and agreement with payment of security deposit and rental fees to the Sterling Ranch Community Authority Board (at the address listed below:

Sterling Center
8155 Piney River Avenue
Littleton, CO 80125

All applications will be taken and reviewed on a first-come, first-served basis. Reservation of the recreation amenities will be considered received and reviewable for approval once the completed application and agreement are received with all necessary payments and deposits. The CAB will notify the Rental Party when the reservation is confirmed.

TERMS AND CONDITIONS:

1. Use of the Facilities, including the Sterling Center, parks, and open space, is subject to the CAB's rules, regulations, policies, and procedures, including the Facilities Rules and Regulations, ("**Rules and Regulations**") and all federal, state, and local laws and ordinances. By signing this Agreement, you acknowledge you are aware of and agree to abide by all laws, ordinances and Rules and Regulations. Rentals may require approval from the CAB's Board of Directors.
2. There are inherent risks to any individual who chooses to use the Facilities. The CAB will not be liable for any injury to persons or property. Each person who elects to use the Facilities assumes the inherent risks in doing so and assumes responsibility for ensuring their own safety and well-being. The CAB will make every effort to maintain all equipment in operational condition.
3. The deposit and rental fees are due in full at the time the reservation is received by the CAB in the amount indicated on Exhibit A to this Agreement. The security deposit paid will be applied to any additional charges assessed as a result of the Rental Party's failure to properly clean the premises, theft of any of the CAB's property, or any damage to the Facilities. If the deposit is insufficient to pay for any cleaning, theft, or damage, the Rental Party will be liable for payment of any additional amounts owed and agrees to pay those amounts immediately upon request from the CAB. The remainder of the security deposit will be returned to the Rental Party only after the facilities have been inspected by the CAB.
4. The Rental Party must be present at the rented Facilities at all times during the rental period. The Rental Party is responsible for the conduct and welfare of all people using the Facilities during the rental period, including supervision of minors.
5. Rentals are only permitted within the Facilities' hours of operation.
6. Due to scheduling of events, all reservations must begin and end at the time indicated on the Rental Agreement. Your rental time includes any set up or clean up time. Additional charges and/or fines may apply in the event of Facility use beyond the hours indicated on the Rental Agreement, including time used for set-up or clean-up. There will be no refunds issued for time reserved and not utilized. The Rental Party should include time for set-up and clean-up in the Rental Application and Agreement.

7. Certain Facility rentals may require Permits, such as a Special Event Permit or Liquor License Special Event Permit, from Douglas County. All such Permits will be required in addition to rental of any Facility.
8. Any equipment currently present at the Facility will be included for use by the Rental Party as indicated in the Rental Agreement except that Parks and Open Space rentals shall not include playgrounds or turf areas beyond the defined Facility area. The CAB is not responsible for providing additional equipment. The Rental Party is responsible for providing and removing any furniture or equipment in excess of that currently present.
9. Amplified sound is subject at all times to the applicable noise restrictions of the CAB and other governmental entities. Use of exterior sound systems at the parks and open space Facilities must conclude no later than 9:00 pm. The Rental Party may bring personal music selections and appropriate devices for playing such music to the Facilities. Any such personal music selection must not have obscene or otherwise inappropriate lyrical content.
10. No smoking of tobacco or marijuana (including with electronic smoking devices) is allowed anywhere at the Facilities at any time.
11. Adults over the age of 21 may only use alcohol as permitted by the applicable rules, regulations, policies, ordinances, and laws promulgated by the CAB and other local, municipal, state, and federal governmental entities.
12. Glass containers are prohibited in all Facilities unless authorized during special events by, and in the sole discretion of, CAB Management
13. Restrooms are not provided at any of the outdoor Facilities.
14. Petting zoos, farms, and livestock animals are not allowed on turf areas (including both manicured and native turf).
15. Vendors are defined as any person, business, or entity providing a service at the Facilities. Examples include but are not limited to: caterers, bands, DJs, entertainment, and rental supply companies. Every vendor must be approved, in advance, by the CAB. Vendors are required to furnish to the CAB a copy of a complete vendor packet including a Certificate of Insurance. The CAB reserves the right to refuse use of certain caterers, vendors, designers, rental companies, disc jockeys, bands, or any other party supplying goods or services.
16. The Rental Party is responsible for its own set-up and clean-up.
17. All areas are required to be returned in the condition they are received. The Rental Party will be responsible for ensuring that the Facilities are cleaned up following the rental. Clean-up responsibilities include:
 - a) Remove and dispose of all decorations, including adhesives and tape. All other materials and products supplied by the Rental Party must be removed at the end of the rental period.
 - b) All trash must be properly removed from the Facilities and disposed of. The CAB does not provide a dumpster or trash receptacle for Private Rentals. The Rental Party is responsible for removing all trash from receptacles in the immediate vicinity and within the Facilities rented and for installing empty trash bags into such receptacles.
 - c) Clean and disinfect all surfaces, especially where food was served.

18. The Rental Party may cancel the Rental Agreement at any time. Cancellations must be submitted in writing. All cancellations will be subject to a full refund of the security deposit. A full refund of the rental fees may be issued for Rental Agreements cancelled 30 or more days prior to the event. A 50% refund of rental fees may be issued for Rental Agreements cancelled 14-29 days prior to the event. Any reservations cancelled less than 14 days prior to the event will forfeit the full amount of the rental fee at the sole discretion of the CAB.

19. This list is not an exhaustive list of rules and regulations. The CAB reserves the right to amend these policies and procedures as necessary.

EVENT DATE: _____ **EVENT TIME:** _____ **# OF GUESTS:** _____

Rental Host Name

Rental Host Address

Phone Number _____ E-mail Address _____

Additional Contact Name _____ Phone Number _____ Relationship to Host _____

The premises are to be used for the following purpose: _____

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EXHIBIT A

RENTAL FEES AND CHARGES

Clubhouse Rental Fees. Fees to rent the clubhouse are as follows. All fees due at receipt of reservation.

____ **Great Hall** (includes main hall, kitchen, and balcony)

Resident: Fee - \$100 / hour with a 2 hour minimum x ____ Hours = \$ _____

- Security Deposit: \$250.00

Non-Resident: Fee \$ 350/ hour with 4 hour minimum x ____ Hours = \$ _____

- Security Deposit: \$1,000 - \$2,000 (depending upon the # of hours and use requested)

____ **Pavilion 1** (north, larger) – Resident Fee \$ 25 per hour x ____ Hours = \$ _____

____ **Pavilion 2** (south, smaller) – Resident Fee \$ 25 per hour x ____ Hours = \$ _____

Sterling Center – Exhibit Hall Rental Fees. The fees are as follows. All fees due at receipt of reservation.

Resident: Fee – \$350.00 x ____ Hours = \$ _____

Security Deposit = \$1,000.00*

Non-Resident: \$750.00 x ____ Hours = \$ _____

Security Deposit = \$2,000.00*

Park Rental Fees. Fees to rent the Parks are as follows. All fees due at receipt of reservation.

Park Shelters:

____ Park 1 - Providence Park: Fee – \$15.00 x ____ Hours = \$ _____

____ Park 2 - Pat Gallagher: Fee - \$15.00 x ____ Hours = \$ _____

____ Park 3 - McCormick Park: Fee - \$15.00 x ____ Hours = \$ _____

____ Park 4 - Swan Park: Fee - \$15.00 x ____ Hours = \$ _____

____ Park 5 - Horseshoe Bend Park: Fee \$15.00 x ____ Hours = \$ _____

Refundable Security Deposit: A check or credit card payment is required as a security deposit for all rentals. The deposit is due in full at the time of reservation. The security deposit cannot be applied to the rental fees. The security deposit will be applied to any additional charges assessed as a result of the Rental Party's failure to properly clean the premises, theft of any of the CAB's property, or any damage to the Facilities. If the deposit is insufficient to pay for any cleaning, theft, or damage, the Rental Party will be liable for payment of any additional amounts owed and agrees to pay those amounts immediately upon request from the CAB. The remainder of the security deposit will be returned to the Rental Party only after the facilities have been inspected by the CAB and subject to the remaining terms of all applicable rules and regulations. Upon completion of inspection, security deposits will be submitted for refund, which may take up to 30 business days to receive.

Additional Fees May Apply: If Facility use extends beyond the hours indicated on the Rental Agreement, including time used for set-up or clean-up, the additional time will be billed at the hourly rate for the Facilities used. If items are not removed the day of the rental, a \$50 daily storage fee will be charged. If the Facility is not returned to its original condition following the rental, a \$75 per hour cleaning fee will be charged. The Rental Party will provide credit card information for these potential charges and agrees pay any amounts due immediately upon request from the CAB.

Cancellation: The Rental Party may cancel the Rental Agreement at any time. All cancellations must be submitted in writing and will be subject to a full refund of the security deposit. A full refund of the rental fees may be issued for cancellations 30 or more days prior to the event. A 50% refund of rental fees may be issued for cancellations 14-29 days prior to the event. Any reservations cancelled less than 14 days prior to the event will forfeit the full amount of the rental fee at the sole discretion of the CAB.

VENDOR INFORMATION: If the event will include catering, equipment rental, alcohol, an entertainment provider, or any other service to be provided at the Facilities, the CAB may require additional documentation for approval.

List any vendors to be used during this rental: _____

_____ Certificate of Insurance was Received.

INDEMNIFICATION AND HOLD HARMLESS: The Rental Party agrees that the CAB, Capital Consultants Management Corporation (CCMC), and their respective members, directors, officers, agents, and employees are not liable for injuries to persons or property occurring within or around the Facilities in conjunction with the Rental Party's use of the Amenities, unless such injuries are the result of such persons' intentional acts or omissions. The Rental Party agrees to indemnify and hold harmless the CAB, CCMC, and their respective members, directors, officers, agents, and employees from any and all damages, losses, liabilities, claims, costs, and expenses, including reasonable attorneys' fees in defending against the same, arising in any way out of the use of the Facilities or the CAB's equipment, including the negligence of the CAB, CCMC, and their respective members, directors, officers, agents, and employees.

By signing below, the Rental Party acknowledges that they have read, fully understand, and agree to abide by all Terms of the Rental Agreement and all of the CAB's Rules and Regulations. Should any terms be violated, the Rental Agreement will become null and void, the event will be cancelled, and the security deposit will be forfeited in full.

Signature of Rental Party

Signature of Official CAB Representative

Printed Name of Rental Party

Printed Name of Official CAB Representative

Date

Date

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EXHIBIT B

ACKNOWLEDGEMENT OF RULES & REGULATIONS FOR PRIVATE RENTALS

- _____ I understand that I assume the inherent risks in using the Facilities and take responsibility for ensuring the safety and well-being of myself and my guests.
- _____ I understand that I must be in attendance for the entire duration of my rental and that during this time, I take responsibility for all of my guests, including minors.
- _____ PARKS: I understand this rental only includes the specified Facilities and does not provide for exclusive use of other outside areas, including turf areas, playgrounds, or other park amenities.
- _____ I understand that in the event that another party has reserved other area(s) of the Facilities, I am responsible for keeping my guests within the designated rental area.
- _____ I understand that I may be required to obtain a Permit from Douglas County in addition to rental of any Facilities.
- _____ I understand that my rental period includes set-up and clean-up time. I understand that if my use of the Facilities goes outside of the designated time, I will be charged additional fees in accordance with the Rental Agreement.
- _____ I understand that smoking of tobacco or marijuana are not allowed at the Facilities.
- _____ I understand that restrooms are not provided at any outdoor Facilities.
- _____ I understand that if I choose to have an outside vendor at my event, the CAB will require additional documentation for approval.
- _____ I understand that I am responsible for all set-up of my rental, and I will abide by all regulations pertaining to my set-up, including deliveries, decorations, furniture, and other supplies. I understand that delivery vehicles must remain on the street and cannot access facilities via sidewalks or landscape areas, including native grasses.
- _____ I understand that I am responsible for all clean-up of my rental, and I will return the Facilities to the condition in which they are received. I understand that if I fail to return the Facilities to these conditions, I will be charged additional cleaning fees.
- _____ I understand that all material, products, and decorations must be removed at the end of my rental period. If items are not removed at the end of the rental, I understand that a \$50 daily storage fee will be charged. Damage to the facility caused by using nails, screws, hooks, or adhesives that do not come off will cause a forfeit of the security deposit.
- _____ I understand the cancellation policy, and that I must submit cancellation requests in writing.
- _____ I understand that if I or my guests violate the CAB's Rules and Regulations or any part of the Rental Agreement, my rental will be null and void, my event will be cancelled, and my security deposit will be forfeited in full.

Signature of Rental Party

Signature of Official CAB Representative

Printed Name of Rental Party

Printed Name of Official CAB Representative

Date

Date

FOR ADMINISTRATIVE USE ONLY

\$_____ Fees and Deposits Paid | Date Paid _____ | Form of Payment: Check #_____ / Credit Card
#_____

\$_____ Deposits Returned | Date Returned _____