

CREEKSIDEREC CENTER CLUBHOUSE USE RULES AND REGULATIONS

19301 J Morgan Blvd, Parker, 80134

1. **ELIGIBILITY:** Only residents on record are eligible to reserve the Creekside Recreation Center. All residents must be current in their dues.
2. Non-residents are permitted room rentals only. Renter must be 21 years or older to complete this agreement.
3. **PRESENCE:** The undersigned agrees to be in attendance for the duration of the event.
4. **RESERVED AREAS:** The Creekside Recreation Center consists of two rental rooms, kitchen and swimming pools available for reservation. The park, outdoor space, and tennis courts can be reserved by residents and are free. Parties in the swimming pools must be after hours and only residents may reserve. Any rental outside of Recreation Center hours will incur a \$45.00 per hour staff fee.
5. **SETUP and END TIME:** The set up and clean-up time is included in the reservation time. No early entry for set up is allowed. The end time is the end time, otherwise you will be charged for any additional time that you go over the original contract. All persons and personal belongings must leave the facility by the designated end time.
Please plan accordingly.
6. **WEIGHT ROOM:** Guests are not permitted in the weight room at any time.
7. **RENTAL FEE:** The undersigned agrees to pay the rental fee as calculated. All rental fees are charged at the time of booking. We cannot place a courtesy hold on rooms or dates without payment.
8. **DAMAGE DEPOSIT FEE:** The undersigned agrees to place a deposit of \$300.00. A hold will be placed on the RESIDENT renter's credit card as a damage deposit. NON-RESIDENTS will pay the entire damage deposit upon making the reservation. Any fees for damages or improper cleanup will be charged against the hold or paid deposit. If the deposit is insufficient to pay for the damage and/or clean-up, the undersigned agrees to pay for any and all additional costs. Deposits for NON-RESIDENTS will be refunded within 10 days.
9. **CANCELLATION POLICY:** The undersigned agrees that the staff will be advised of cancellations as soon as possible. If notification of cancellation occurs before 72 hours of scheduled staff time, undersigned will be refunded all fees. If cancellation notice is given within 72 hours of the scheduled event time, the undersigned will forfeit all rental and staff fees.
10. **EVENT DATE CONFIRMATION:** The undersigned will receive an electronic copy of this agreement upon successful authorization of booking fees.

11. TRASH DISPOSAL: The undersigned agrees to empty all trash cans and replace liners. All trash will be disposed of in trash cans, items that will not fit inside the container must be completely removed from the Creekside Recreation Center and taken home. Trash may not be left on the grounds or the entire deposit will be charged.

12. ROOM CLEAN-UP: The undersigned agrees to leave the Creekside Recreation Center neat, clean, and any unusual messes will be cleaned up. This includes sweeping and/or vacuuming, mopping if necessary, cleaning mirrors and windows. The undersigned agrees to notify clubhouse staff immediately of any damages. Any additional cleaning performed by the Creekside Recreation Center staff will be charged against the deposit hold at rate of \$75 per hour.

13. DECORATIONS: The undersigned agrees to not tack, staple, tape, nail, or use anything that would puncture or damage the walls or ceiling, to secure decorations or other items. The use of glitter, birdseed, rice, confetti, red or blue based beverages or frosting, and candles are prohibited.

14. FURNITURE: The undersigned may use the stackable chairs and foldable tables provided. The undersigned agrees to clean these items and properly stack them after the event. There are:

11 6ft rectangular tables
42 folding chairs

15. GLASS: No glass is permitted in the rental rooms or swimming pool areas.

16. CAMERA SECURITY SYSTEM: The clubhouse is equipped with video security system. The undersigned agrees and acknowledges that security system can be reviewed by staff at any time to determine adherence to this agreement.

17. INSPECTION: The undersigned may ask for a pre-inspection to be completed by the undersigned and a staff member to detect any damage or vandalism done to the facility prior to this reservation agreement. The undersigned should notify our staff prior to the start of the event to report any prior damage or lack of clean-up.

18. ALCOHOLIC BEVERAGES: Alcoholic beverages may be served during an event as long as the member abides by the following conditions:

- No alcohol is permitted in the outdoor or indoor pool areas.
- No fee will be charged, either directly or indirectly, i.e., no cash bar, for the sale or consumption of alcoholic beverages.
- No alcohol is permitted in the outdoor or indoor pool areas.

- No alcoholic beverages, including 3.2 beers, will be served at any time to any person who is under the age of 21 or to any intoxicated person.
- Resident acknowledges that the Creekside Recreation Center does not hold or maintain a liquor license and this permission to serve alcoholic beverages does not constitute a liquor license.
- If any adult attending the event is abusing or misusing alcohol on the Creekside Recreation Center premises, Resident will take action to have such activities stopped and if necessary and will notify the police to seek assistance.
- A bartender and/or designated pourer will serve all alcoholic beverages at the event.
- Resident agrees that Resident is solely responsible for any claim or liability that arises as a result of serving alcoholic beverages at member's event.

19. SMOKING: The Creekside Recreation Center is a smoke-free facility. The undersigned agrees that all event guests wishing to smoke will do so off the property. This includes, but is not limited to, all tobacco, vaping and marijuana products.

20. LIMITATION OF LIABILITY: The undersigned agrees that neither the Cherry Creek South Metropolitan District #1, PCMS, nor Front Range Recreation shall be liable or responsible for the care and protection of any guest or their possessions or for any loss or damage thereto, of whatever kind or nature. The undersigned acknowledges and agrees that neither the Cherry Creek South Metropolitan District #1, PCMS, nor Front Range Recreation shall be liable for injuries to persons or property occurring within the facility. The Cherry Creek South Metropolitan District #1, PCMS, and Front Range Recreation shall be entitled to the benefit of this section.

21. INDEMNIFICATION: The undersigned agrees to indemnify and hold harmless the Cherry Creek South Metropolitan District #1, PCMS, Front Range Recreation, and their officers, directors, agents, employees, contractors, and subcontractors harmless from and against any and all damages, losses, liabilities, claims, costs, and expenses including reasonable attorney's fees, asserted against any of the foregoing by the undersigned, his or her family, guests, employees, or invitees arising in any way out of use, operation or maintenance of the Creekside Recreation Center. This indemnification also shall apply to any damages, losses, reasonable attorney's fees, asserted by persons who have gained access to the Creekside Recreation Center as a result of actions or omissions of the undersigned.

22. ASSIGNMENTS: This agreement may not be assigned.

23. EXCEPTION: Any exception to the above provisions will be considered by Front Range Recreation on an as requested basis and will be submitted in writing.

If you have any questions or concerns, please email us at creeksidereccenter@gmail.com or call us at (303) 840-1241.