

**SUNDANCE HILLS METROPOLITAN DISTRICT
FACILITY USE AGREEMENT**

RECITALS

The Sundance Hills Metropolitan District, a special district, (the "District"), is the owner of a recreational facility located at 5626 South Galena Street, Greenwood Village, Colorado, 80111, which contains the Clubhouse, swimming pools, cabana, tennis courts and the approximately five surrounding acres (collectively, the "Facility"). Use of the Facility is intended for the enjoyment of the members of the District.

DEFINITIONS:

"Off-season" means the period between Labor Day and Memorial Day.

"In-season" means the period between Memorial Day and Labor Day.

"User" means a paid member of the Sundance Hills Metropolitan District Pool and Tennis Club, and at least 21 years of age.

"District" means, together, the District as defined above and the current Directors of the Sundance Hills Metropolitan Board of Directors.

"Agent" of the District means the Pool Management Company, contracted on behalf of the District, and the employees of the Pool Management Company.

The User is: _____

(name, legal address, telephone number)

The User desires to use:

_____ 1. [] The Sailfish Room Clubhouse
User's Initials

_____ 2. [] The swimming pools and cabana
User's Initials

The use by the User is requested from _____ .m. to _____ .m. on the
_____ day of _____, 20_____.

The User intends the use to be by approximately _____ guests.

The User intends the use for the following purpose: _____

NOW THEREFORE, the District and the User, in exchange for the mutual promises and representations hereinabove and hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

I. The District shall permit the use by the User of the portion of the Facility set forth above on the above date and times requested per the terms of Exhibit A, attached. Immediately following the conclusion of the use set forth above, the User shall remove all personal property placed by User, or his or her guests, in the Clubhouse or the Facility used, and shall return the Facility and the surrounding area to their original condition.

II. The User agrees to indemnify, release, and hold harmless the District, its directors, agents, employees and volunteers from or against any claim, suit, demand, damages, judgment, expenses, court costs, attorney's fees and costs and causes of action (together, "Losses"), relating to the User's use of the Facility, or the use of the Facility by User's guests and invitees, or any act or omission of the District in connection therewith. User hereby releases the District, its directors, agents, employees and volunteers from any liability for, and Losses by User in connection with, User's use of the premises.

III. The User represents that he or she has, and will prior to the use by his or her guests and invitees, inspect the premises (Clubhouse and/or Facility) and the User shall bear sole responsibility for pointing out to the District or Agent any defective or potentially defective condition of the premises or Facility. Exhibit B, attached, is provided to the User for documentation of the condition of the Clubhouse and/or Facility and shall be signed and returned by the User to the District representative or Agent prior to use of the Clubhouse and/or Facility.

IV. The User shall indemnify the District for any property damage to the Clubhouse and/or the Facility relating to the User's use thereof, or the use thereof by the Users' guests or invitees, and the User shall reimburse the District within ten days following a demand for reimbursement from the District or any of its Agents for any damages to the Clubhouse or Facility which in any way directly, or indirectly, relate to the use of the same by User's guests, User or invitees, in connection with the User's use thereof.

V. The User shall abide by the specific regulations regarding the use of the Clubhouse and/or Facility requested, which regulations are attached hereto as Exhibit A. In addition, the User shall make all such regulations known to its guests, and invitees, and the User shall bear the sole responsibility for assuring compliance with such regulations by its guests and invitees. The regulations attached as Exhibit A are hereby incorporated by reference.

VI. Use of District Facilities must comply with all applicable local, state, and federal laws and regulations. It is the responsibility of the User to determine what requirements apply and to comply with them accordingly.

The User acknowledges that this agreement creates legal obligations and User has had the opportunity to consult an attorney before signing.

Dated this _____ day of _____, 20_____.

DISTRICT:

USER:

**SUNDANCE HILLS METROPOLITAN DISTRICT
Facility Use Agreement – Exhibit A**

The regulations and costs associated with rental of the Clubhouse and/or Facility follow.

Cost of Rental and Security Deposit

Sailfish Room	\$ 25.00	\$200.00 security deposit (separate check)
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(Use of the Sailfish Room during the Off-season does not include Pools & Cabana area.)

(150 person limit)

Pools and Cabana Area*	\$65.00	\$200.00 security deposit (separate check)
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(Pool and Cabana area only available for rental during the in-season)

Pools, Cabana and Sailfish Room*	\$115.00	\$400.00 security deposit (separate check)
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Checks should be made out to Sundance Hills Metropolitan District (SHMD); checks are the only acceptable means of payment.

Rental costs will be assessed on a per event, per day basis.

**Lifeguard staffing and associated fees will be assessed over and above the standard rental use fee by the Pool Management Company. Please refer to the Swim and Tennis booklet and contact the Pool Management Company for pricing.*

Clubhouse and Facility Regulations

1. The Sailfish Room is available for private parties, banquets, luncheons, and meetings. Rental use of the Facility is at the discretion of the District.
2. Procedures for using the facility:
 - a) Please contact LeeAnne Neubauer at 303-995-0196 in the off season (Labor day to Memorial day) to reserve the Facility and JC Chambers at 303-884-2142 in season (Memorial day to Labor day).
 - b) Caller's request will be pre-reserved, if the date and time is available.
 - c) Upon confirmation of the reservation of the Facility, a Facility Use Agreement form must be signed and delivered to the Facility Manager, along with the appropriate checks for Rental Fee and Security Deposit.
 - d) If inspection finds premises returned to their original condition, User will be notified regarding the status of the security deposit, which will be destroyed or returned, according to User's wishes. If inspection finds damage has been caused to the Facility, the cost to repair the damage will be deducted from the security

deposit and the User will be responsible for any additional amounts required to complete such repairs.

3. Sailfish Room hours are:
 - Off season- 10:00 a.m. to 10:00 p.m., extended on Friday and Saturday to 11:00 p.m.
 - In season- 11:00 a.m. to 4:00 p.m., opening earlier on Saturday and Sunday at 10:00 a.m. *(please note that reservations of the Sailfish Room during the day are limited to the Sailfish room only. The doors to the pool and cabana must remain shut throughout the duration of the event. Failure to do so will result in the loss of the deposit.)*
4. The pools, cabana area is available for rental during the in-season only. Hours pools and cabana area are available for rental follow:
 - Mon. – Thurs. 6:00 p.m. – 10:00 p.m.
 - Friday or Sat. 6:00 p.m. – 11:00 p.m.Functions may begin to be set up at 5:30 p.m. Please be respectful of other members and their use of the pool area until normal closing hours (8 p.m.). It is suggested that party invitations set ending times a minimum of ½ hour prior to closing time, as rented area needs to be cleaned and vacated at *precisely* the time of closing, or a penalty will be charged against the security deposit (please see below).
5. **Reservations for the Clubhouse and/or Facility must be made not less than five (5) days in advance of the activity and not more than six (6) months in advance. In-season rental requests can be tentatively held, but will not be confirmed until receipt of membership fees and a signed copy of this Agreement. The Pool Management Company, engaged by SHMD, will be responsible for confirming the Facility rental upon receipt of membership dues. Off-season rentals are limited to the Clubhouse (Sailfish Room) only. Reservations are based on a first come, first served basis.**
7. Neither the District nor the Pool Management Company is responsible for personal items left in the clubhouse.
8. Children 17 years of age or younger may not be left unattended in the Sailfish Room.
9. The User must be present at all times during the function.
10. Smoking is prohibited in any part of the Clubhouse and/or Facility.
11. All trash must be picked up and placed in the trash receptacles located on the south side of the clubhouse during the In-season, or removed entirely during the Off-season.

12. The fireplace uses gas logs. The gas supply is turned off during the in-season. **DO NOT burn firewood or any other materials in the fireplace.**
13. The Clubhouse, Facility and furnishings therein must be left in the condition in which they were found prior to the User's use thereof. The User is responsible for sweeping, mopping, and/or wiping up any spills, food, or tracked-in debris on any hard surface. Check for the availability of a vacuum, broom and mop at the Clubhouse.
14. All furniture provided in the Sailfish Room must not be removed nor taken outside.
15. Participants are to remain in designated areas. **No one may go out to the pools and cabana area during the off-season and in-season day rentals.**
16. The User must supply his or her own kitchen utensils (plates, cups, napkins, silverware, bowls, etc.) and cleaning supplies (dish detergent, cloths, towels, etc.)
17. All decorations must be removed along with tape, etc., and properly disposed of immediately following the function. Use of candles is prohibited. ***Serve red dye beverages, or other colored beverages, at your own risk.***
18. The User must remove all equipment and supplies at the end of the activity. The Clubhouse will not store anything after the activity, and the District may dispose of anything left at the Facility after the activity at the User's expense.

Charges Against Security Deposit

1. A charge of \$75.00 will be deducted from the deposit if all doors are not re-locked at the end of the event.

User's Initials

2. Any damage to the Clubhouse and/or Facility resulting from the User's use thereof, including damage to furnishings, equipment, landscaping, or any other item which is the property of the District shall be repaired by the District and the cost thereof deducted from the security deposit. If the security deposit is insufficient to cover the repairs, the User shall reimburse the District for any remaining costs of repairs after the security deposit has been applied.

User's Initials

3. If any unreasonable volume levels during the function causes a neighbor to complain and requires the Facility Manager, a Board member, the pool manager, staff member, or law enforcement officer to advise the User to minimize the noise, said User may be charged \$50.00, which will be deducted from the security deposit, for each violation. User must comply with requests to minimize noise. Be advised that Greenwood Village noise ordinances are in effect. **Amplified music must stop thirty (30) minutes prior to the end of the designated rental time defined in this Exhibit.**

User's Initials

4. A minimum charge of \$100.00 will be deducted from the deposit if the attendees of the function have not vacated the premises by the time specified in the contract. AGAIN: It is suggested that the function end ½ hour prior to the closing time of the facility so as to allow for clean up and farewells.

User's Initials

6. Any party member of a Sailfish Room Rental only who uses the doors to the Pool and Cabana area in a non-emergency will forfeit the full amount of the user's deposit and could result in the suspension of the user's membership.

User's Initials

7. Any violation of the Rules and Regulations contained herein may result in a charge against the User's security deposit at the discretion of the District.

User's Initials

User Signature: _____

Date and Time of Reservation: _____

Address: _____

Phone: _____

**SUNDANCE HILLS METROPOLITAN DISTRICT
Clubhouse and Facility Use Inspection form – Exhibit B**

The following form may be used by User and District for pre- and post-activity inspection of the Clubhouse and Facility. Items are either Satisfactory or Unsatisfactory.

Check List Items	Pre-Activity	Post-Activity	Fee if left unsatisfactory
<i>Pool and Cabana Area</i>			
Pool cleanliness			\$75.00
Cabana cleanliness			\$50.00
Condition of general amenities (furniture and facilities)			varies
<i>Sailfish Room</i>			
Floors Mopped and Carpet Vacuumed			\$30.00
Furniture/Tables Condition			varies
Furniture put away			\$30.00
Kitchen sink clean			\$10.00
Kitchen countertops clean			\$10.00
Bathroom Sink/Toilet clean			\$30.00
Dishwasher empty			\$10.00
Refrigerator clean and cleared out			\$10.00
Trash taken out			\$10.00
Thermostat Returned to 65 degrees			\$10.00
Doors Locked			\$50.00
Broken/Damaged Items			varies
Other:			varies

The User and District agree that the Clubhouse and Facility have been inspected prior to User's use thereof and the condition of said Clubhouse and/or Facility has been sufficiently documented per the use of this form (Exhibit B):

DISTRICT:

USER:
