

Smoky Hill Metropolitan District Clubhouse License Agreement

The Smoky Hill Metropolitan District Board of Directors ("District") desires to permit use of the Clubhouse ("Facility") at 5405 S. Telluride Street, Centennial, Colorado by interested groups and individuals ("Licensee"/"User") based on the terms and conditions within this document.

The Licensee and signer of this agreement desires to make use of the Facility based on the terms and conditions within this document.

Term: The use of the Facility is granted to the Licensee during the hours of _____ to _____ on _____ (date) for the purpose of _____. Any additional use by the Licensee is subject to additional prior written agreement with the District.

Consideration: For such use, the Licensee has paid to the District the sum of \$ _____ as a refundable deposit, together with a non-refundable usage fee of \$ _____.

Warranty: By signing this document, the Licensee states that he/she is at least twenty one years of age and will be in attendance during use of the Facility.

Hours: The Facility must be reserved at least one week in advance with potential availability between the hours of 7:00AM and 10:00PM Sunday through Saturday, on a first come, first served basis. The Facility may not be scheduled more than one calendar year in advance. Groups that use the Facility year after year will be given seasonal consideration prior to scheduling individual requests provided their requests are received by no later than July 31st of each year. Non-profit groups will be granted reservations based firstly on availability and finally on the percentage of members who are residents of the District. In all cases, Licensee must ensure that the event is closed by no later than 10:00PM (if scheduled until then) and that clean up is completed, the alarm system is armed, and the Facility is vacated by no later than 10:30PM. Licensee must return the facility key to the scheduler within 14 days of the last scheduled use. Licensee is responsible for verifying their schedule once it is posted on the website at www.smokyhillmetrodistrict.org. Any errors should be immediately forwarded to the scheduler for correction.

Cancellation: This agreement may be cancelled by the Licensee up to 96 hours before the proposed use with the District retaining one-half of the usage fee as a cancellation fee. If the Licensee cancels within 96 hours of the proposed usage then the entire usage fee will be retained as a cancellation fee. In either instance, cancellation fees may be waived if the reason for cancellation is beyond the control of the Licensee. Cancellations due to inclement weather are subject to rescheduling at a mutually acceptable date and time. Non-profit groups must notify the scheduler of any cancellations 48 hours prior to the scheduled event.

Fees: (See attached schedule A for fees and deposits). The Licensee agrees that if the District imposes any fees against the deposit the Licensee must restore the deposit to its original amount prior to their next scheduled event or 30 days whichever is shorter.

Alcoholic Beverages: Alcoholic Beverages are not allowed on the premises at any time.

Drugs and Controlled Substances: Use of illegal drugs or other controlled substances on or within District Facilities is strictly prohibited. Evidence of use of illegal drugs or other controlled substances may result in the immediate termination of the Licensee's right to further use of the Facility and an imposition of a \$50.00 termination fee.

Clean Up: Clean up of the Facility and areas of the park adjacent to the Facility, including the parking lot, and removal and proper disposal of all refuse is the responsibility of the Licensee. Costs for any additional clean up or trash removal, which, in the sole discretion of the District, is necessary to return the Facility to the condition prior to use, shall be deducted from the deposit amount. If such cleanup costs exceed the amount of the deposit, then the Licensee agrees to reimburse the District for all additional costs over the amount of the deposit.

Security: Licensee must sign in and out and record the condition of the Facility on the logbook located in the entryway. Licensee is responsible for closing and locking all doors, windows, gates and other entrances to the Facility prior to leaving. All lights, ceiling fans, appliances, and water must be turned off (security lights are excepted as they are on 24/7 and cannot be turned off by Licensee). General cleaning such as vacuuming, stowage of chairs and tables and other equipment is the responsibility of the Licensee. Finally, the security alarm system must be armed before the Licensee leaves. Licensee must contact the scheduler immediately in the event the alarm system cannot be armed.

Licensee must report any suspicious activity or signs of such activity to the Security Manager immediately.

Licensee understands that duplicating the Facility key and/or sharing their keypad code with another person or group is strictly prohibited and will lead to loss of use privileges. Licensee agrees to surrender the key to the Facility upon request and within 14 days of their last scheduled use. Licensee understands that while in possession of a Facility key they must notify the District immediately of any changes to their contact information, as shown on this form, within 30 days of the change.

Conduct of Licensee and Guests: The Licensee is responsible and solely liable for the conduct of all persons using the Facility in accordance to this agreement. The Licensee agrees that there will be at least one person twenty one years of age or older in attendance for each ten persons under the age of twenty one at all times during use.

Recorded music or the performance of live music, whether by disc jockey or band, shall be restricted to the interior of the Facility, and all windows and doors will remain shut while said music is playing (the Smoky Hill Homeowners Association's annual Ice Cream Social event and events scheduled by the Smoky Hill Motor Club are excepted). Such music shall not become a nuisance to residents residing near the Facility. In the case of a dispute as to what is considered a nuisance, the sole discretion of the District, its employees or agents shall be controlling upon the Licensee.

Use of the pump room and tool barn by the Licensee are strictly prohibited. All storage rooms within the Facility are for the exclusive storage of District equipment. During Pool season, typically between Memorial Day and Labor Day each year, the kitchen is also not available to the Licensee. Use of the pool must be arranged through the pool management company.

All Licensees and Guests will abide by rules contained in this agreement as well as posted on signs throughout the Facility and Parking Lot. Multiple infractions by the same group or individual will lead to loss of use privileges.

Repair of Physical Damage: Any and all physical damage to the Facility, Parking Lot, or surrounding park resulting from the Licensee's event shall be repaired by the District, with the costs of such repairs being deducted from the deposit. If such repair costs exceed the

amount of the deposit, then the Licensee agrees to reimburse the District for all additional costs over the amount of the deposit.

Termination by the District: If the District finds it necessary to terminate this License Agreement for reasons beyond its control, the District will make a reasonable attempt to contact the Licensee prior to the scheduled use. It should be noted that the District or the Smoky Hill Homeowners Association may, from time to time, require use of the Facility for an emergency meeting. In such cases, all fees paid by the Licensee for the terminated event shall be returned to the Licensee as soon as possible and the Licensee will be asked to reschedule their event. The Licensee waives any and all claims for damages resulting from such termination.

The District reserves the right to terminate this License Agreement if, in the sole discretion of the District, its agents or employees, the conduct of the Licensee and those using the Facility in accordance with this agreement, becomes unreasonably loud or unruly so as to create a disturbance or threat to the health, safety, and welfare of the community.

Release, Waiver, and Indemnity: The Licensee releases the District, its agents, and employees from, and waives all claims for injury (including death) or damage to persons or property sustained by Licensee or by any occupant of the Facility resulting directly or indirectly from any existing or future condition, defect, matter or thing in or about the Facility or any part of them or from any equipment within the Facility. Licensee further agrees to hold the District, its agents, and employees harmless and to indemnify each of them against claims and liabilities, including reasonable attorney's fees for injuries to any and all persons and damage to or theft or loss of property occurring in or about the Facility, arising from the Licensees use of the Facility or from any breach on the part of the Licensee in performance of the terms and conditions of this agreement.

The terms, conditions, and schedules of this License agreement were read, understood, and agreed to by the undersigned. The Licensee certifies that he/she has received a copy of this agreement.

_____		_____		
Licensee name (please print)		Date		
_____		Non-Profit?	No	Yes
Group Name				
_____		_____		
Address	City	State	Zip Code	
(_____)_____	_____	_____		
Phone Number	Key #	Email Address		

Signature of Licensee(s)				

Schedule A
Fees and Deposits

Types of Users: Individual Users are those persons whom are either resident or nonresident and reserve the Facility on an occasional-use basis. For-profit groups and individuals are those groups or individuals who are either resident or non-resident who engage in any activity which would generate a monetary benefit to their group. Non-profit groups and individuals are those groups of individuals who are either resident or non-resident who do not engage in any activity which would generate a monetary benefit to their group. In the case of all groups, a group is considered to be a resident group when at least 75% of its members are residents of the District.

Exemptions: The District, and the Smoky Hill Homeowners Association are exempt from all fees and deposits.

Non-profit Residential Groups are granted exemption from rental fees on a case-by-case basis but are not exempt from deposits. A \$20.00 fee will be charged to cover the costs of Utilities, Janitorial and paper supplies. Girl Scouts, Cub Scouts and Boy Scouts will pay an annual fee of \$25.00 to cover the costs of Utilities, Janitorial and paper supplies.

For-profit groups and individual Users (both residents and non-residents) are not exempt from deposits and fees. For-profit groups and individual Users are charged a flat usage fee and are not charged a percentage of their profits.

The following fees and deposits are established and may be reviewed and changed without prior notice to Licensees.

Fees:

Policy Violation Fees:

Failure to sign in and out and noting Facility condition in the logbook	\$ 5.00
Failure to clean, vacuum, put away tables & chairs, leaving lights on, leaving water running	\$ 10.00
Failing to follow false alarm procedures posted next to the keypad including contacting the monitoring center promptly to report the accidental activation	\$ 15.00
Failure to arm the alarm system if you are the last to leave and failure to arm the alarm system and vacate the premises by 10:30PM	\$ 15.00
Failure to close and lock all doors and windows	\$ 20.00
Temporarily misplacing Facility key (less than 30 days missing)	\$ 10.00
Permanently misplacing Facility key (more than 30 days, or failure to return)	\$ 25.00

Duplicating a Facility key	\$100.00
Sharing a keypad code with another person	\$100.00
Cleaning, damage repair, and replacement costs above and beyond deposit	(actual cost)

Usage Fees:

For-profit resident groups/individuals (per use)	\$ 50.00 up to four hours. \$25.00 per every two hours after that.
For-profit non-resident groups/individuals (per use)	\$100.00
Non-profit resident youth groups	\$20.00 Fee (See Non profit Residential Groups)
Non-profit non-resident groups (per use)	\$150.00
Resident individuals/groups/parties/social gatherings (per use)	\$50.00
Unauthorized or unscheduled use (per use)	\$50.00
Non-resident individuals (per use)	\$100.00

Deposits: (for damage/cleaning/key/policy violations)

For-profit resident groups/individuals	\$150.00*
For-profit non-resident groups/individuals	\$150.00*
Non-profit resident groups	\$ 150.00*
Non-profit non-resident groups	\$250.00*
Resident individuals	\$150.00*
Non-resident individuals	\$250.00*

* If you write a deposit check to Smoky Hill Metropolitan District, the district will cash your deposit immediately and then return the cash deposit to you after your event and the clubhouse has been cleared.

By signing below, Licensee agrees to be bound to the terms of this fee schedule.

Signature of Licensee(s)

Date

