



TOLLGATE CROSSING METROPOLITAN DISTRICT RENTAL AGREEMENT AND POLICY

c/o Brightstar District Management
9351 Grant Street, Ste 500, Thornton, CO 80229
Office (303) 952-4004 Email: hello@brightstarcolorado.com

Available Any Day of the Week (Monday - Sunday)

Available Time Slots:

All Day: \$100.00 Rental Fee, Refundable Security Deposit: \$300.00

- Your reservation is not guaranteed until the Security Deposit is received. Please book at least 14 days in advance.

Use Restrictions

Social and Business Functions

Access to the clubhouse is through your pool key fob. If you do not have a key fob, please contact hello@brightstarcolorado.com and there is a \$10.00 replacement fee that applies.

It is understood that the Homeowner is responsible for setup and tear down of all furniture and decorations.

Renters are to report any damages to the clubhouse and/or the equipment inside the clubhouse to the District Manager right away. If not reported, you will be held liable for the damages and repair costs.

It is also understood that the District will bill the homeowner for any damages to the facility.

Homeowners are required to pay a rental fee and security deposit at the time of the reservation and will be designated as the reasonable party.

If extra cleaning (cleaning above and beyond the normal cleaning required by the Clubhouse) is needed, the District will charge a minimum \$75.00 cleaning fee.

Homeowners must abide by all restrictions, policies, and regulations outlined in this contract.

All events must end by 10:00PM and all local noise ordinances will apply.

The pool is not part of the clubhouse rental. You must contact Front range Recreation at (303) 617-0221 for pool rules and regulations. Lifeguards must be provided by the Homeowner.

PLEASE PRINT

Homeowner : _____

Address: _____

Home Phone: _____ Email: _____

Type of Event: _____

Date of Event: _____

Event Start Time: _____ Event End Time: _____

Expected Attendance (maximum capacity 72): _____

Additional Contact Information: _____

5-Digit Pool Key Number: _____

Upon signing this contract, the following fee will be paid with (2) separate check, both payable to "Tollgate Crossing MD".

Additional Items

By entering into this agreement, the homeowner agrees to follow additional terms:

1. Availability. The pool area is available to all residents during normal operating hours. The Homeowner acknowledges that they will not have use of the pool area during their rental. The homeowner agrees that no one in the party will interfere with any other use of the pool. The Homeowner also 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 Homeowners right to use the Clubhouse for this event is subject to (a) Members' rights under the District's Rules and Regulations, (b) being in good standing with District at the time of this Agreement is signed, and at the time of the event, (c) prior reservations, (d) other rules and regulations applied at the discretion of the Board of Directors.

2. Cleaning. Upon conclusion of the event, the facility will be left vacant, all decorations will be removed, and trash will be bagged and placed in the receptacles. All equipment and furniture will be returned to their proper storage locations or removed. Standard cleaning, including vacuuming, surface cleaning, mopping hard floors, cleaning kitchen and refrigerator, restrooms will be performed, as needed, by Homeowners. The Homeowner will also be responsible for cleanup of the exterior grounds if needed. It is understood that if the trash is found on the grounds, the District will charge an additional \$25.00 clean up charge.

3. Security Deposit. A refundable security deposit will be required. However, the Homeowner will be billed any charges assessed as a result of theft of any of the districts property or any damages to the facility. It is understood that these charges are due immediately upon request from the District, or upon receipt of the Districts invoice.

4. Notification and Scheduling. All business and social functions should be requested, and scheduled, at least two weeks (14 days) in advance. It is not guaranteed that a requested date will be available.

5. Payment. It is agreed that all payment will be made at the times specified above. Payment of the fees and charges shall be by check or money order. All checks shall be payable to Tollgate crossing Metropolitan District.

6. Alcoholic Beverages. Alcoholic Beverages may be served if the Homeowner abides by the following conditions:

- A. No fee will be charged, either directly or indirectly (i.e. no cash bar) for sale or consumption of alcoholic beverages.
- B. No alcoholic beverages, including 3.2 beers, 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 this permission to serve alcoholic beverages does not constitute a liquor license. The Homeowner will be solely be 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 person, under the age of 21 attending the event, whether invited or uninvited, brings alcoholic beverages onto the Clubhouse premises, the Homeowner will take action to have such beverage removed from the premises. If necessary, the Homeowner will call the police to seek assistance with the enforcement of this policy. At any event, in that there is at least one adult chaperone present at all times for every ten 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 Homeowner will take action to have such activities stopped, and if necessary, notify the police to seek assistance.

7. Smoking. The Homeowner acknowledges that the clubhouse and pool areas are **NONSMOKING** facilities, No smoking is allowed anywhere within fenced areas of the clubhouse and pool at any time. The Homeowner agrees that violation of the no smoking provision will be sufficient reason for assessment of an addition \$100.00 fine.

8. Use Restrictions. No pushpins, staples, nails, or screws are allowed at any time. Candles, rice, birdseed, confetti, glitter, fireworks, flower petals, feathers and any other difficult to clean items are not allowed. **DECORATIONS MUST BE FREE STANDING AND NOT ON THE WALLS, DOORS OR WINDOWS.** Tape is not to be used on the walls, trim or barnwood wall. Releasing balloons outside is not allowed. No red or other dark colored beverages, including wine, Kool Aid, punch, juice, and/or fillings and frostings, shall be served or consumed inside the facility. Amplified music will be allowed inside of the facility and shall not exceed 60 decibels. The homeowner 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 local police and fire department. It is understood that a \$100 fine will be deducted from the security deposit if the decoration policy is violated.

It is understood that the clubhouse security cameras will record the entirety of all events and the recordings will be reviewed at the conclusion of all events. If any violation of the restrictions is noted, the homeowner will not receive their deposit back and could be charged extra fees if services are required for repairs to damages of ANY kind.

The allotted reservation times chosen will be inclusive of ALL clean-up and set-up of events. Homeowners WILL NOT be allowed entry until 8am or 3pm and must leave the premises at 2pm and 10pm. Plan your event accordingly.

9. Parking. The Homeowner acknowledges that parking is available only on a first come first serve 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.

10. Vendors and Suppliers. Subject to prior agreement being made with the District, the Homeowner agrees that entertainment companies, caterers, florist, photographers, and all other third parties providing services for the event, will coordinate their arrivals and departure time to coincide with the base use period. If the facility is not left vacant after the completion of the rental it is understood that a \$500.00 tear down fee will be assessed.

11. Assessment to the Homeowner. The Homeowner agrees that violation of any of the above provisions may result in fines or fees, as described herein, being billed to the Homeowner, at the discretion of the District's Board of Directors, or designated representative, acting under the authority of the Board of Directors. Further, any such violation may preclude the Homeowner from using the Clubhouse in the future.

12. Limitation of Liability and Indemnification. The Homeowner agrees that the District nor the managing agent, nor their agent, employees or staff shall be liable for damages or loss to the guests' property, of whatever kind or nature. The Homeowner further agrees that the District, nor the managing agent, nor their agents, employees or staff shall be liable for injuries to persons or property occurring within or around the Clubhouse. The Homeowner agrees to indemnify and hold harmless the District, the managing agent, and their respective officers, directors, managers, agents, employees, contractors, and subcontractors from and against any all damages, losses, liabilities, claims, cost, and expenses, including reasonable attorney's fee in defending against the same, arising in any way out of the use, operations, or maintenance of the clubhouse, its facilities, or equipment.

13. Insurance. The Homeowner agrees that they will be responsible for all insurance respecting the facility during their use under this Agreement and will assert on claim of coverage under any insurance policy of the District applicable during the period of such use.

14. Attorney's Fees. In the event of any dispute or legal action relating to, or arising out of, the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fee. Any sums of money owed by the Homeowner, pursuant to the terms of this Agreement, or which may be owed as a result of a breach of any of the terms of this Agreement, shall be treated as a Reimbursement Assessment against the Homeowners for any unpaid assessment and interest thereon, together with reasonable attorney's fees incurred by the District incident to the collections of the assessment or enforcement of such lien. All amount due, and not paid when due, shall bear interest from the due date until paid, at the rate of 15% annum. The District shall have all rights available under the District's governing documents for enforcement of the provisions of this paragraph.

Homeowner Signature: _____ Date : _____

District Representative Signature: _____ Date : _____

Rental Received Check # _____

Security deposit Check # _____

Notes _____
