

**VAUXMONT METROPOLITAN DISTRICT
APPLICATION AND AGREEMENT FOR PRIVATE RENTAL OF RECREATION AMENITIES AT
CANDELAS SWIM AND FITNESS CLUB AT TOWNVIEW AND
CANDELAS SWIM AND FITNESS CLUB AT PARKVIEW**

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

Rental Host Name _____

Resident Non-Resident _____

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: _____

RENTAL FEES & DEPOSIT: (All rentals require a 2 hour minimum and must include set-up and clean-up time. The maximum occupancy for each area is indicated in parenthesis.)

Swim & Fitness Club at Townview Rental Fees

ROOM (capacity)	RESIDENT RATE	NON-RESIDENT RATE
<input type="checkbox"/> Lounge Room + Kitchen (50)	\$35.00 x _____ Hours = \$ _____	\$60.00 x _____ Hours = \$ _____
<input type="checkbox"/> Cleaning Fee	\$30.00 per event	

Swim & Fitness Club at Parkview Rental Fees

ROOM (capacity)	RESIDENT RATE	NON-RESIDENT RATE
<input type="checkbox"/> Community Room* (75)	\$50.00 x _____ Hours = \$ _____	\$75.00 x _____ Hours = \$ _____
<input type="checkbox"/> Outdoor Patio & Grill (10)	\$30.00 x _____ Hours = \$ _____	\$55.00 x _____ Hours = \$ _____
<input type="checkbox"/> Community Room* + Outdoor Patio & Grill (85)	\$70.00 x _____ Hours = \$ _____	\$95.00 x _____ Hours = \$ _____
<input type="checkbox"/> Cleaning Fee	\$30.00 per event	

*Kitchen use is included with rental of the Community Room.

**Any intended pool use must be disclosed at the time of reservation. All residents and guests in the pool or on the pool deck must wear a wristband at all times. If you are using your personal guest wristbands: A MAXIMUM OF TWO (2) GUESTS, PER HOME, PER DAY, AT THE POOLS IS PERMITTED. There are no lifeguards at the pools, and all children must be monitored by a parent or guardian while swimming and on the pool deck.

***501(c)(3) organizations showing valid proof of status are allotted one rent-free day per month.

Refundable Security Deposit

- Indoor Facilities \$250.00
 Outdoor Facilities \$100.00

\$ _____ Rental Fees + \$ _____ Security Deposit = \$ _____ due at time of reservation

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 completion once the filled-out application and signed agreement are received. 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 District's property, or any damage to the Recreation Amenities. 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 District. The remainder of the security deposit will be returned to the Rental Party only after the facilities have been inspected by the District 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, in addition to the \$30 standard cleaning fee. If the Rental Party uses the pool without disclosure at the time of reservation, a minimum \$100 additional 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 District.

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 will be issued for cancellations 30 or more days prior to the event. A 50% refund of rental fees will 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 District.

CHAIR & TABLE USE: (The total quantity present at the Recreation Amenities is indicated in parenthesis.)

Please indicate the number of requested chairs and tables for the rental (at no additional cost).

Townview Swim & Fitness Club

___ Rectangular Tables (4)

___ Chairs (10)

Parkview Swim & Fitness Club

___ Rectangular Tables (8)

___ Chairs (75)

A/V EQUIPMENT USE:

The following equipment is available for rentals (at no additional cost). Please check the requested equipment.

___ Display Screen(s)

___ Cable Access

___ DVD

___ In-House Music

VENDOR INFORMATION: If the event will include catering, equipment rental, alcohol, an entertainment provider, or any other service to be provided at the Recreation Amenities, a Vendor Permit and additional documentation is required for District approval. The rental party shall have a Vendor Permit completed and signed no less than 30 days prior to the scheduled event. No vendors will be permitted on-site without a permit.

List any vendors, with contact information, to be used during this rental:

VAUXMONT METROPOLITAN DISTRICT
APPLICATION AND AGREEMENT FOR PRIVATE RENTAL OF RECREATION AMENITIES AT
CANDELAS SWIM AND FITNESS CLUB AT TOWNVIEW AND
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FOR PRIVATE AND GUARANTEED RESERVATION OF FACILITIES:

Please complete all requested information and return the completed application and agreement (“Rental Agreement”) with payment of security deposit and rental fees to the Vauxmont Metropolitan District office located at the Parkview Swim & Fitness Club (19865 W. 94th Ave Arvada, CO 80007). Checks can be mailed to: 9371 McIntyre St. Arvada, CO 80007.

All applications will be taken and reviewed on a first-come, first-served basis. Reservation of the Recreation Amenities (defined below) will be considered complete once the filled-out application and signed agreement are received for either the Candelas Swim Club at Townview or the Candelas Swim and Fitness Club at Parkview with all necessary payment. The District will notify the Rental Party (defined below) by email when the reservation is confirmed. The reservation will not be deemed confirmed until that time.

RENTAL RULES & REGULATIONS:

1. For purposes of these Rules and Regulations, the “Recreation Amenities” include a lounge and kitchen for the Swim and Fitness Club at Townview and a community room and outdoor patio with grill for the Swim and Fitness Club at Parkview.
2. Use of the Recreation Amenities is subject to: the “Policies and Procedures Governing the Recreation Amenities of Vauxmont Metropolitan District” (as amended), these Rules and Regulations, and all federal, state, and local laws and ordinances. Rentals may require approval from the Board of Directors of the Vauxmont Metropolitan District.
3. There are inherent risks to any individual who chooses to use the Recreation Amenities. The District will not be liable for any injury to persons or property. Each person who elects to use the Recreation Amenities assumes the inherent risks in doing so and assumes responsibility for ensuring their own safety and well-being. The District will make every effort to maintain all equipment in operational condition.
4. The deposit and rental fees are due in full at the time the Application and Agreement are submitted. 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 District’s property, or any damage to the Recreation Amenities. 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 District. The remainder of the security deposit will be returned to the Rental Party only after the facilities have been inspected by the District.
5. The Rental Party must be present at the Recreation Amenities at all times during the rental period. The Rental Party is responsible for the conduct and welfare of all Guests using the Recreation Amenities during the rental period, including supervision of minors.
6. There are no lifeguards at the pools, and all children must be monitored by a parent or guardian while swimming and on the pool deck.
7. Total participants must not exceed the posted room capacity. No more than the listed number of people may be in attendance for any rental function or deposit will be forfeited.
8. Due to scheduling of events, all reservations must begin and end at the time indicated on the Rental Agreement. Additional charges 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.
9. The Townview swimming pool is open from 10:00 am to 9:00 pm seven days a week between Memorial Day and Labor Day. The pool will not close to other Users during the rental event. Use of the Recreation Amenities is limited to the use(s) specified in the Rental Agreement. The Parkview swimming pool has a detailed swim schedule which can be found in the Policies and Procedures Governing the Recreation Amenities of Vauxmont Metropolitan District, as well as at the front desk of the Parkview Pool and Fitness Center.

a) Blackout Dates, when the pool pavilions cannot be rented are as follows:

- Friday – Monday of Opening Weekend (Memorial Day)
- July 4th – Independence Day
- Closing Day - Labor Day

10. Rental Agreements are made for specific areas and do not allow for use of other areas within the Recreation Amenities. The Rental Party is responsible for ensuring that Guests remain in the reserved area(s).
11. No facility rental includes assumed use of the pool or pool deck. All pool use must be disclosed at the time of reservation. In the event that pool use is not disclosed at the time of reservation, a minimum \$100 additional fee will be charged. Pool fees are not refundable in the event of inclement weather during the rental period.
12. The standard guest policy for Candelas homeowners is that each home is allotted a total of two (2) guests per day at the pools.
13. Amplified sound is subject at all times to the applicable noise ordinance restrictions of the City of Arvada. Use of exterior sound systems at the Recreation Amenities must conclude no later than 9:00 pm. The Rental Party may bring personal music selections in compatible media format for the Recreation Amenities. Any such personal music selection must have appropriate lyrical content.
14. The Recreation Amenities are tobacco and marijuana-free environments. No smoking of tobacco or marijuana is allowed anywhere at the Recreation Amenities at any time.
15. Vendors are defined as any person, business, or entity providing a service at the Recreation Amenities. Examples include but are not limited to: caterers, bands/DJs, entertainment, and rental supply companies. Every vendor must be approved, in advance, by the District. Vendors are required to furnish to the District a copy of a complete vendor packet including a Certificate of Insurance naming the District as a certificate holder and additional insured. The District reserves the right to refuse use of certain vendors.
16. Any furniture and equipment currently present at the Recreation Amenities will be included for use by the Rental Party, at no additional cost, as indicated in the Rental Agreement. The Rental Party is responsible for providing any furniture or equipment in excess of that currently present. Furniture can be rearranged, but must be returned to its original location when the rental is complete. Tables, chairs, or other objects will not block or impede the flow of traffic in or out of any exits to or from the building.
17. The Rental Party is responsible for its own set-up and clean-up.
18. The Rental Party shall arrange for all deliveries and pick-ups to be made the day of the event during the time the Recreation Amenities are reserved. All material, products, and decorations provided by the Rental Party, its caterers, beverage service, rental suppliers, musicians, etc. must be removed at the end of the rental period. If items are not removed the day of the rental there will be a \$50.00 daily storage fee charged to the Rental Party.
19. Candles and open flames are not permitted at the Recreation Amenities, except standard birthday candles. Sterno containers are permitted for warming food. Personal grills may not be used without prior written approval.
20. The Rental Party must furnish all necessary supplies and equipment, including but not limited to: linens, chafing dishes, serving utensils, coffee supplies, paper products, extension cords, and ladders.
21. Decorations may be hung only with sticky tack, 3M Command strips, or similar product that won't cause stripping or other damage. No tape, nails, staples, or tacks are allowed. No decorations, wire, or string lighting are to be hung from the lighting, A/C ducts, outdoor plants, trees, or light poles. No bird seed, rice, glitter, confetti, silly string, or fireworks are allowed at the Recreation Amenities.
22. Absolutely NO GLASSWARE is allowed outside on the pool deck.
23. All areas are required to be returned in the condition they are received. A cleaning checklist will be provided at the event. The Rental Party will be responsible for ensuring the checklist is complete. Items will include:

- a) Remove and dispose of all decorations, including adhesives.
 - b) Dispose of all trash in the dumpsters and replace trash can liners.
 - c) Vacuum carpet or sweep and mop hard floors as necessary.
 - d) Clean and disinfect all surfaces, especially where food was served. Surfaces include tables, kitchen countertops, sinks, microwaves, and refrigerators.
 - e) Restore furniture to its original location.
24. 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 will be issued for Rental Agreements canceled 30 or more days prior to the event. A 50% refund of rental fees will be issued for Rental Agreements canceled 14-29 days prior to the event. Any reservations canceled less than 14 days prior to the event will forfeit the full amount of the rental fee at the sole discretion of the District.
25. This list is not an exhaustive list of rental rules and regulations. The District reserves the right to amend these policies and procedures as necessary.

GOVERNMENTAL IMMUNITY / INDEMNIFICATION AND HOLD HARMLESS: Rental Party acknowledges that the District is a government entity of the state of Colorado, and thus, the District, its directors, employees, officers, and agents, and other applicable personnel are subject to the governmental immunity afforded by the provisions of Colorado Revised Statutes Section 24-10-101, et. seq. Nothing contained in the Rental Agreement shall be construed as a waiver of such governmental immunity. The District has retained a management company to assist it in managing its affairs, including, but not limited to, employing an administrator (“**Community Management**”) to manage the Recreation Amenities. The Rental Party agrees that the District, Community Management, and their respective members, directors, officers, agents, and employees are not liable for injuries to persons or property occurring within or around the Recreation Amenities 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 District, Community Management, 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 Recreational Amenities, its facilities or equipment, including the negligence of the District, Community Management, and their respective members, directors, officers, agents, and employees. Further, the District, upon written notice to the Rental Party at any time before or during the term of this Rental Agreement, shall have the right to require the Rental Party to obtain from the participants in the event, a general release containing substantially the following language:

Release and Agreement Not to Sue

This is a release of liability and agreement not to sue. Please read carefully before signing this agreement. In consideration of participation in the event or activity described in this registration, the undersigned acknowledges that access to and use of the Vauxmont Metropolitan District Recreation Amenities and participation in the event or activity is done at the undersigned’s own risk. The event or activity may involve risk of physical injury to any individual undertaking such event or activities, including serious bodily injury or death. Additional risks include, but are not limited to, acts of God, forces of nature, negligent acts or omissions of other of the Vauxmont Metropolitan District, Community Management, and their respective members, directors, officers, agents, and employees. Acknowledging the risks, whether described above or not, whether currently known or unknown, the undersigned releases, discharges, and agrees not to sue or make any claim against Vauxmont Metropolitan District, Community Management, and their respective members, directors, officers, agents, and employees arising out of or from any and all foreseen and unforeseen injuries, deaths, losses, actions, claims, judgments, or damages of any kind and nature that may arise out of the undersigned’s participation (including as a spectator) in the described event or activities, or on any properties owned, operated, leased, licensed, maintained, or controlled by Vauxmont Metropolitan District, Community Management, 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 Rules and Regulations of the Rental Agreement and the Policies and Procedures Governing the Recreation Amenities of Vauxmont Metropolitan District. 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 Lifestyle Director

Printed Name of Rental Party

Printed Name of Lifestyle Director

Date

Date

FOR ADMINISTRATIVE USE ONLY			
\$	Fees and Deposits Paid	Date Paid	Rental Fees: Check # / Credit Card #
Security Deposit: Check #			
\$	Deposits Returned	Date Returned	

**VAUXMONT METROPOLITAN DISTRICT
ACKNOWLEDGEMENT OF RULES & REGULATIONS FOR PRIVATE RENTALS**

- _____ I understand that I assume the inherent risks in using the Recreation Amenities 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.
- _____ I understand that there are no lifeguards at the pool and all children must be monitored by a parent or guardian while swimming and on the pool deck.
- _____ I understand that I am responsible for keeping my guests within the designated rental area.
- _____ I understand that I must disclose any intent to use the pool at the time of reservation. I understand that pool fees are NOT refundable in the event of inclement weather during the rental period. I understand that if I do not disclose pool use at the time of reservation, a minimum \$100 additional fee will be charged.
- _____ **I understand that each home is only allowed two (2) guests per day, and that all guests must wear pool wristbands at all times while in the pool or on the pool deck.** This is to ensure that pool parties do not exceed the capacity of the rentable area at the pool pavilion.
- _____ I understand that I must disclose if my rental requires the use of A/V equipment at the time of reservation. I also understand that the A/V equipment provided may or may not be compatible with my device(s) and that it is my responsibility to supply the proper equipment.
- _____ I understand that my rental period includes set-up and clean-up time. I understand that if my use of the Recreation Amenities goes outside of the designated time, I will be charged additional fees in accordance with the Rental Agreement to cover the additional time.
- _____ I understand that smoking of tobacco or marijuana is prohibited at the Swim & Fitness Club Recreation Amenities at any time or within 25 feet of any doorway.
- _____ I understand pets are not allowed in the pool area or in the clubhouse except those specially trained to assist a person with a disability.
- _____ I understand that if I choose to have an outside vendor at my event, a completed Vendor Permit must be received by the District no less than 15 days prior to my rental. I understand that vendors will not be allowed on-site without an approved permit.
- _____ I understand that I am responsible for all set-up for my rental, and I will abide by all regulations pertaining to my set-up, including deliveries, decorations, furniture, and other supplies.
- _____ I understand that I am responsible for all clean-up for my rental, and I will return the Recreation Amenities to the condition in which they are received, including resetting the furniture to its original location. I understand that if I fail to return the Amenities to these conditions, I will be charged additional cleaning fees, in addition to the standard \$30 cleaning fee.
- _____ I understand that all material, products, and decorations from my rental must be removed at the end of my rental period. If items are not removed the same day of the rental, I understand that a \$50 daily storage fee will be charged.
- _____ I understand that I must submit cancellation requests in writing. I understand that if I cancel my rental 14-29 days prior to the scheduled event, I will receive a full refund of the security deposit and a 50% refund of rental fees. I understand that if I cancel my reservation less than 14 days in advance, I will forfeit the full amount of the rental fee, though the security deposit will be refunded.
- _____ I have received a copy of the "Policies and Procedures Governing the Recreation Amenities of Vauxmont Metropolitan District" (as amended).
- _____ I understand that if I or my guests violate the Policies and Procedures Governing the Recreation Amenities of Vauxmont Metropolitan District, the Private Rental 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.

Printed Name of Rental Party:

Signature:

Date: