



**HEATHER GARDENS CLUBHOUSE/
RENDEZVOUS RESTAURANT
PROCEDURE MEMORANDUM**

Adopted and Effective August 29, 2019

Updated January 16, 2020

CLUBHOUSE/RESTAURANT COMMITTEE

Date Adopted:	August 29, 2019, Effective August 29, 2019, Updated January 16, 2020
Document Type:	Procedure Memoranda, C/R-1
Attachment (s):	Fee Schedule Application for Club Clubhouse/Restaurant Facilities Rental Agreement Restaurant Catering Agreement Locker Rental Agreement

This Procedure Memorandum shall supersede all previous versions of the Procedure Memorandum and Functions and Policy Manuals for the Clubhouse/Restaurant Committee, as well as all previous resolutions, actions and informal practices and policies of the District or portions thereof which may be in conflict with the provisions hereof.

ARTICLE I – BACKGROUND & PURPOSE

The Clubhouse/Restaurant Committee is a standing committee authorized by the Board of Directors (Board) of the Heather Gardens Metropolitan District (District).

The purpose of the Clubhouse/Restaurant Committee is to serve in an advisory role and make policy, operational, and financial recommendations to the Board related to the Heather Gardens Clubhouse (Clubhouse) and the Rendezvous Restaurant at Heather Gardens (Restaurant).

The Clubhouse/Restaurant Committee recognizes that the District and the Heather Gardens Association (HGA) entered into a Management Agreement dated August 23, 2018, as may be amended from time to time (Management Agreement), which authorizes HGA to operate and provide daily management of the Clubhouse and the Restaurant.

All capitalized terms not herein defined shall be defined as presented in the District's Bylaws or Rules and Regulations.

ARTICLE II - COMPOSITION

The Clubhouse/Restaurant Committee shall be composed of the chairperson (Board member appointed to the Clubhouse/Restaurant Committee by the President of the

Board), the District's Agent (without vote), the Clubhouse Manager (without vote), the Restaurant Manager (without vote), and a minimum of (4) four and a maximum of (7) seven eligible electors of the District.

ARTICLE III – POLICIES AND PROCEDURES

Section 1. Committee Chairperson. The chairperson chairs all meetings of the Clubhouse/Restaurant Committee and appoints all Clubhouse/Restaurant Committee members from eligible electors of the District that have applied therefor. The chairperson also counsels with Residents, the Clubhouse Manager, the Restaurant Manager, the Clubhouse/Restaurant Committee and interested parties regarding the Clubhouse and the Restaurant. The chairperson reports to the Boards.

Section 2. Committee Duties and Responsibilities.

- A. Reviews, monthly, the financial statements of the Clubhouse and the Restaurant. Makes suggestions/recommendations regarding the financial position and operations of the Clubhouse and/or the Restaurant.
- B. Reviews the annual operating and capital requirements budget submitted by the District's Agent Manager. Makes appropriate modifications and recommends the budget to the Board.
- C. Annually review Clubhouse Room Rental Rates and makes recommendations regarding rates to the Board.
- D. Annually review fees charged for classes held in the Clubhouse and makes recommendations regarding fees to the Board.
- E. Annually review fees charged for use of Clubhouse and/or Restaurant.
- F. Annually review rules and regulations applicable to the Clubhouse and/or Restaurant and recommend changes thereto, as needed, to the Board.
- G. Donations.
 - 1. Reviews non-cash donations, with a value of \$500 or more, including, but not limited to, machinery, electronic equipment and large appliances and determines if they are suitable and appropriately intended for the benefit of the District and its Residents and Owners and makes recommendations to the Board regarding acceptance of donations.

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2. Persons wishing to make a donation requiring Clubhouse/Restaurant Committee recommendation for approval are asked to complete a donation form available at the Clubhouse reception desk.
 3. Items under \$500 in value may be accepted or rejected at the discretion of the District's Agent or appropriate department manager based on need, condition or alignment of the facility functions or decor.
 4. The Clubhouse/Restaurant Committee, the District, or the District's Agent may require an inspection and approval by the HGA Maintenance Department, or another qualified professional, prior to accepting the donation.
 5. The District will not accept donations with any restrictions or conditions.
 6. All items donated become the property of the District.
 7. The donating party agrees to pay the cost incurred for moving and delivery of the item to be donated.
 8. The District reserves the right to refuse any item at any time during the donation process.
 9. The District, in its sole discretion, has the prerogative of using the donated item immediately or may reserve it for the future.

ARTICLE IV – RULES AND REGULATIONS

Article VI of the District's General Rules and Regulations regarding Enforcement, Violations, and Penalties is applicable to non-compliance with these Clubhouse/Restaurant Rules and Regulations. In addition, the District's General Rules and Regulations are applicable to all Residents, Owners and Users of District Facilities and these Clubhouse/Restaurant Rules and Regulations are supplemental thereto.

Section 1. Hours of Operation. The Clubhouse and Restaurant is open year-round, with the exception of major holidays. Hours of operation are posted at the Restaurant and Heather Gardens website. The hours of the Clubhouse and/or Restaurant may be changed by the District in its sole discretion.

Section 2. Closure of Facilities. The District reserves the right, in its sole discretion, from time to time to close the Clubhouse and/or Restaurant to the public and restrict access only to the invitees of a large event. The District will endeavor to limit such

closures to events that financially benefit the District or is in the interest of the District as a whole, and to times when the majority of the clientele will not be inconvenienced.

Section 3. Clubhouse Facilities. The District's Clubhouse facilities include meeting rooms, auditorium, fitness center, swimming pools and spa, tennis court, woodshop, arts and craft room, game room, media center, horseshoe court, and picnic pavilion. The District's Management shall arrange classes, events and activities compatible to the facilities and interest of the Owners, Residents, and Users. Meeting rooms, the auditorium, and the picnic pavilion may be reserved/rented for activities and events based on availability, and/or Facility Rental Contract terms and conditions, and the Schedule of Fees and Charges.

- A. Clubhouse arranged classes, events, and activities shall take priority over open usage. Fees for participation will be charged based on the attached Schedule of Fees and Charges. Classes/workshops are open to Owners, Residents, and full-time employees of Heather Gardens Association at the resident or owner fee rate. All other Users may enroll on a space available basis at the non-resident and non-owner rate.
- B. The Clubhouse Manager may introduce and test new classes (referred to as Pop-Up Classes on the Schedule of Fees and Charges) for a reduced class period and fee to determine interest.
- C. Rental rates are calculated on a minimum four-hour base rate and hourly thereafter, as outlined in the Schedule of Fees and Charges.

Clubs/Organizations, defined as groups with headquarters at Heather Gardens having at least 75% of their total membership as Residents or Owners, may reserve Clubhouse facilities at no charge, provided that the club/organization does not charge a fee to those outside their club/organization while hosting the event. The Club/Organization president must schedule the Clubhouse facility with the Clubhouse Manager. Reoccurring events may receive a reduced rental rate as negotiated by rental agreement. All reservations and rentals must be arranged with the Clubhouse Manager. The Clubhouse Manager has the authority to refuse the scheduling of any event.

The District and HGA Boards have approved our elected officials (State, Federal, Local) to conduct monthly meetings and occasionally additional meetings at no charge. The elected official must reserve the Clubhouse facility through the HGA's Civic Affairs Committee Chairperson. Clubhouse staff will rely on the Club President's or the HGA's Civic Affairs Committee Chairperson's approval to waive the rental fee.

Public rentals shall be consistent with the interest of District/HGA as a whole.

- D. Prior to use of fitness equipment and woodshop machinery all Users are required to view an orientation CD or take an orientation class.
- E. Clubhouse operating guidelines may limit the number of Users permitted based on size and activity level and may limit or restrict usage by minors. For example, any activity deemed unsafe may be prohibited and limited hours will be available for children under 16 in the swimming pools, and minors are not permitted in the spa or Billiard room.
- F. Tables Usage in Clubhouse. Requests to set up tables in the Clubhouse must meet the following requirements:
 - 1. Requests must be submitted to the Clubhouse Manager at least 3 days prior to the date desired.
 - 2. Table requests are on a first come/first served basis.
 - 3. Table location is at the sole discretion of the Clubhouse Manager. Generally, table locations will not be allowed in the entrance lobby area.
 - 4. Table usage is limited to one day per week.
 - 5. The individual using the table must not approach individuals in the Clubhouse in an unsolicited manner.
 - 6. The individual using the table must provide materials for display, including easels and/or other visual equipment. All materials must be disposed of by the individual using the table when the table is taken down.
- G. Cancellations and refunds.
 - 1. Classes may be canceled temporarily or permanently for low participation, lack of instructor, cost increase, holiday, Clubhouse or Facility closure or special event.
 - 2. Permanent cancellation of a class due to low participation, lack of instructor or long-term facility closure will result in a full refund or credit to be used on another class.

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3. Cancellation requests by participants must be made prior to class starting. A \$7 service fee will apply to all direct refunds. The service charge will be waived if the participant accepts the refund in a Clubhouse gift certificate to be used for a future class or event. No refunds or credits will be made after 50% of the class session has transpired.
 4. In the event that a trip or tour is canceled by the event sponsor, the Clubhouse Manager will receive a full refund that will be passed on to the participant.
 5. No refund will be made for trips or tours if the participant is unable to attend. It is the participant's responsibility to resell their ticket/reservation and provide the Clubhouse Manager with notice of the new participant.
 6. In the event that a room rental is canceled by the Clubhouse Manager, a full refund will be issued to the renter. Renters may cancel room reservation and will receive refunds of rental fees according to the following schedule:
 - a. Room rental canceled with at least 60 days prior notice to Clubhouse Manager – 100% Refund.
 - b. Room rental canceled with at least 30 days prior notice to Clubhouse Manager – 50% refund.
 - c. Room rental canceled with 29 days or less prior notice to Clubhouse Manager – no refund.
 7. Clubhouse Event refunds will only be granted when the event has been canceled by the event sponsor or Clubhouse Manager.

Section 4. Restaurant Facilities: The District's Restaurant facilities include a bar, seated restaurant area, dance floor, patio, and banquet room. The banquet room and/or Restaurant may be reserved/rented for events by Users subject to the Minimum Sales Requirement set forth in the Schedule of Fees and Charges. All reservations and rentals must be arranged with the Restaurant Management and are at the sole discretion of the Restaurant Management.

- A. Reservations/rentals shall be made in person, by email, or by telephone. Seating for small groups will be arranged in the main restaurant.

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- B. Reservations/rentals of the Banquet Room or full Restaurant must meet or exceed the Minimum Sales Requirement listed in the Schedule of Fees and Charges. Users shall sign a rental agreement prior to securing the reservation.
1. If special setup arrangements are needed, they shall be outlined in the rental agreement.
 2. If confetti or glitter is used an automatic penalty for cleanup will be assessed.
 3. Security may be required at the discretion of the Restaurant Manager. The User that secured the reservation will be responsible for all applicable costs thereof.
 4. The damage and cleaning deposit will be forfeited in full if the District's Restaurant facilities are damaged or need excessive cleaning.
 5. All personal items must be removed immediately following the event.
- C. Playing cards, dominoes, and other games are prohibited in the Restaurant, unless done as part of a scheduled event in the District's Restaurant facilities.
- D. Cancellations and refunds.
1. In the event of cancellation of a Restaurant facilities rental by the Restaurant, a refund of rental fee and damage deposit will be made in full to the renter within 15 days of the cancellation.
 2. In the event of cancellation of a Restaurant facilities rental by the renter, a refund of the rental fee and damage deposit less the food and liquor costs incurred by the Restaurant on behalf of the event will be issued to the renter. Costs can occur if the event is canceled within 7 days prior to the event, and the Restaurant is unable to cancel the food/liquor order or is unable to otherwise sell the merchandise purchased.

ATTACHMENT 1

CLUBHOUSE/RESTAURANT FEE SCHEDULE

ROOM RENTAL FEES*			
Clubhouse Rooms	RENTAL FEE (4 HOURS)	PER ADDITIONAL HOUR	REQUIRED DAMAGE DEPOSIT
<u>Full Sandberg Auditorium</u>			
Resident or Owner	\$200.00	\$50.00	\$200.00
Non-Resident and Non-Owner	\$600.00	\$150.00	\$200.00
<u>Half Sandberg Auditorium</u>			
Resident or Owner	\$100.00	\$25.00	\$100.00
Non-Resident and Non-Owner	\$400.00	\$100.00	\$100.00
<u>Aspen Room</u>			
Resident or Owner	\$60.00	\$15.00	\$100.00
Non-Resident and Non-Owner	\$200.00	\$50.00	\$100.00
<u>Blue Spruce Room</u>			
Resident or Owner	\$60.00	\$15.00	\$100.00
Non-Resident and Non-Owner	\$200.00	\$50.00	\$100.00
<u>Picnic Pavilion</u>			
Resident or Owner (Full Pavilion)	\$50.00	\$10.00	\$100.00
Non-Resident and Non-Owner	\$100.00	\$50.00	\$100.00
Grill Rentals	\$10.00 each		
<u>Mountainview Room</u>			
Resident or Owner	\$35.00	\$10.00	\$100.00
Non-Resident and Non-Owner	\$100.00	\$25.00	\$100.00

Skyview Room			
Resident or Owner	\$35.00	\$10.00	\$100.00
Non-Resident and Non-Owner	\$100.00	\$25.00	\$100.00
Restaurant Facilities	MINIMUM SALES REVENUE (4 HOURS)	PER ADD'L HOUR	REQUIRED DAMAGE DEPOSIT
Full Restaurant	\$3,000.00	By Contract	\$500.00
Banquet Room	\$400.00	\$100.00	\$100.00

*Room rental fees may be waived for eligible events held by Heather Gardens Clubs

RENTAL AND EVENT FEES	
Description	Fee
Class Firing Fee	\$11.00 per class
Locker Rental Wood Shop	\$25.00 per year
Locker Rental Billiard	\$10.00 per year

CLASS FEES[^]			
CLASS	NON-RESIDENT AND NON-OWNER FEE per session	DROP-IN FEE per class	OWNER OR RESIDENT FEE per session
Aqua/Fitness Classes 3 x per week/hour 2 x per week/hour 1 x per week/hour	\$125.00 \$100.00 \$ 75.00	\$8.00	\$35.00 \$30.00 \$25.00
Fitness Center Daily Use	\$15.00	N/A	N/A
Writing	\$75.00	N/A	\$30.00
Dancing	\$60.00 - \$75.00/per person \$25/per person for partner dancing w/resident or owner	\$6.00 - \$8.00	\$25.00
Bridge/Card Games/Billiards/etc.	\$60.00	\$8.00 - \$10.00	\$40.00
Arts	\$60.00 - \$150.00 includes firing fee	N/A	\$35.00 - \$46.00 includes firing fee
Computers	\$75.00	N/A	\$40.00
Cooking	\$60.00	N/A	\$20.00
Knitting/Crocheting/Quilting/etc.	\$60.00 - \$70.00	N/A	\$30.00 - \$35.00
Foreign Language	\$75.00	N/A	\$25.00

[^] Where a price range is provided the actual fee will be determined based on the cost of providing the applicable type of class. From time to time classes may be added or deleted and the cost therefor will be based on the cost of providing the class.

ACTIVITY FEES		
ACTIVITY	NON-RESIDENT AND NON-OWNER DROP-IN FEE	OWNER OR RESIDENT FEE DROP-IN FEE
Pickleball – Hourly Use	\$16.00	\$0.00
Swimming Pool – Indoor Daily Use	\$8.00	\$0.00
Swimming Pool – Outdoor Daily use	\$8.00	\$0.00
Table Tennis	\$8.00	\$0.00
Tennis Courts – Hourly Use	\$16.00	\$0.00
Tennis Ball Machine (must also pay court fee)	\$8.00	\$0.00
Woodshop – Daily Use	\$8.00	\$0.00

**ATTACHMENT 2
APPLICATION FOR CLUB**

APPLICATION FOR CLUB

Clubs must be comprised of 8 or more residents or owners of property within the Heather Gardens Metropolitan District. In order to maintain Club status, the Club must submit an informational piece to the Heather N Yon for publication at least quarterly.

Heather Gardens _____ CLUB
Name of Club you would like to initiate.

Name of Club contact: _____ Building #: _____

Building Address: _____ Unit: _____

Phone#: _____
Please include all #'s, home and cell.

Email address: _____

Purpose of Club: _____

Club will meet: _____
Please include date, time, and frequency.

(This will depend on availability or space in the Clubhouse)

How does this Club contribute to the community? _____

This Application for Club must be accompanied with a signed Clubhouse/Restaurant Facilities Rental Agreement in order to reserve space for Club meetings. The fee for rental of Clubhouse facilities for clubs that continuously maintain the eligibility requirements set forth above will be waived.

The Club hereby acknowledges and agrees that by accepting this Application for Club and designating this group as a Club the Heather Gardens Metropolitan District (HGMD) does not in any way endorse or condone the activities of the Club, create a joint venture with the Club, or assume any liability or responsibility for the Club.

The Club hereby further agrees that the HGMD may change its policies related to Clubs at any time.

The Club hereby agrees on behalf of itself and its successors and assigns, to waive and release all liability and to forever defend, indemnify, and hold harmless, HGMD, the HGMD's employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorney's fees, caused by, resulting from, or in any way arising out of, or alleged to arise out of, in whole or in part, the Club's activities.

Signature: _____ Date: _____

ATTACHMENT 3 CLUBHOUSE-RESTAURANT FACILITIES RENTAL AGREEMENT

EFFECTIVE DATE: _____

EVENT/LEASE DATE: _____

Set-up Time: _____ .M

Event Start Time: _____ .M

Breakdown Time: _____ .M

CLUBHOUSE/RESTAURANT FACILITIES RENTED: _____

EVENT PURPOSE: _____

LESSEE NAME: _____

Owner or Resident

Non-Owner and Non-Resident

LESSEE'S EMAIL ADDRESS: _____

LESSEE'S PHONE #: _____

LESSEE'S ADDRESS: _____

ANTICIPATED NUMBER OF ATTENDEES: _____

IS ALCOHOL BEING SERVED? Yes No

IS SECURITY REQUIRED*? Yes No

(*Security is required if alcohol is being served, party is after 6:00 p.m., there are more than 100 guests, or if deemed necessary by HGMD)

This Clubhouse/Restaurant Facilities Rental Agreement (Agreement) is made and entered into the effective date first written above (Effective Date) by and between Heather Gardens Metropolitan District (HGMD), a quasi-municipal corporation and political subdivision of the State of Colorado, and the above-named lessee (Lessee). In consideration of the mutual covenants and stipulations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. In consideration of the rental charge of the rental fee of \$_____ (Rent) and required damage deposit of \$_____ (Deposit) which are both due and payable by the Lessee to the HGMD on the Effective Date,

the HGMD hereby grants the Lessee a revocable lease of the above-named Heather Gardens Clubhouse and/or Restaurant Facilities (Rented Facilities) for the above-described event (Event), on the terms and conditions set forth below for use during the above-named lease date (Event Date). Rent is based on a four (4) hour rental time including set-up and breakdown times. Additional rental fees apply for any time over four (4) hours or for rentals that are outside of the normal operating hours of the Clubhouse and/or Restaurant. Rent will not be pro-rated. Rent is based on the HGMD Clubhouse/Rendezvous Restaurant Schedule of Fees and Charges, which may be amended from time to time.

2. The Rented Facilities include routine pedestrian ingress and egress to the Rented Facilities but do not include the non-routine use of any District Facilities other than the Rented Facilities. Events must be confined to the Rented Facilities, and guests may not disturb other members of the public. Teenagers and children must be supervised at all times, and the Lessee is responsible for the behavior of all guests.
3. Rent includes normal operational expenses including, but not limited to, electricity, heat, water, use of tables and chairs and any additional items listed on the attached function sheet. Special audio and visual systems, additional lighting fixtures, stage lighting effects, catering and decorating needs, and other special maintenance work the Lessee may require are not available as part of this Agreement. The Lessee hereby agrees that HGMD may, in its sole discretion, deem that additional staffing or services are necessary for additional supervision, maintenance, or security enforcement in connection with the Lessee's use of the Rented Facilities on the Event Date and that the cost thereof will be paid by the Lessee. In the event that HGMD pays the cost of such additional staffing or services, the costs thereof will be invoiced to the Lessee and payable to HGMD within thirty (30) days after notification. If any invoice charges are not paid within thirty (30) days, interest shall accrue at a rate of eighteen (18%) per annum from the thirtieth (30th) day following the date of the invoice until paid.
4. Checks for the payment of Rent and Deposit are to be made payable to "Heather Gardens Metropolitan District" and delivered to Management, 2888 S. Heather Gardens Way, Aurora, CO 80014.
5. The Deposit will be returned to the Lessee in full within fourteen (14) days following the Event Date provided there is no property damage, missing property or breach of this Agreement.
6. Lessee agrees to abide by the HGMD Clubhouse/Rendezvous Restaurant Procedure Memorandum, HGMD Rules and Regulations, and all local, state

and federal rules, regulations, and laws applicable to the Rented Facilities and use thereof, all of which may be amended from time to time, which include, but are not limited to, rules related to the reporting of emergencies, alcohol consumption, weapons, smoking, conduct, assumption of risk, and accidents. A violation of any of the foregoing, may result in forfeiture of the Rent, the Deposit and/or immediate revocation of the right to use the Rented Facilities during the Event and in the future.

7. Lessee, or a representative thereof, must be at least twenty-one (21) years of age and **MUST** be present for the Event during the duration of the times listed on the Event Date.
8. If alcohol is being served, no fee may be charged for admission to or attendance at the Event for which the Rented Facilities are being used under this Agreement. Excessive noise or disruption to other members of the public will be grounds for immediate revocation of the right to use the Rented Facilities.
9. Lessee must inspect the Rented Facilities immediately prior to the Event time and notify HGMD of any damage or other issues with equipment and/or cleanliness. Failure to report damage will result in the Lessee accepting responsibility for all existing damage. The Rented Facilities may not be decorated without the prior approval of HGMD. No confetti or glitter, if confetti or glitter is used an automatic fee to cover the cost of cleanup will be assessed. Nails, tacks, and other damaging items are not permitted, and only removable tape may be used. Lessee hereby agrees to return the Rented Facilities to a clean and orderly condition to including, but not limited to, the following:
 - a. Clean up of any spills and removal of trash from the floors, tabletops, chairs, counters, stage, stairs, and appliances in the Clubhouse.
 - b. Coffee pots and punch bowls must be washed, and trash must be disposed of in proper containers (see Manager-on-Duty for specific information, as needed) in the Clubhouse.
 - c. All decorating, catering or any other property of the Lessee must be removed prior to the end of the above-listed Event time, if applicable.
 - d. Any items left beyond the end of the above-listed Event time could result in forfeiture of the Deposit.
 - e. Lessee hereby agrees to be responsible for all costs and expenses incurred by HGMD to restore the Rented Facilities to the condition they

were in immediately preceding the Event Date, including, but not limited to, any additional cleaning costs and costs of repair or replacement for lost or damaged real or personal property. These costs and expenses will be deducted from the Deposit and, to the extent the amount exceeds the Deposit, will be invoiced to the Lessee and payable to the HGMD within thirty (30) days after notification. If any invoice charges are not paid within thirty (30) days, interest shall accrue at a rate of eighteen (18%) per annum from the thirtieth (30th) day following the date of the invoice until paid.

10. Lessee may serve its own outside (i.e., not provided by the Restaurant) food and/or non-alcoholic beverages for consumption in the Rented Facilities only if such Rented Facilities are located within the Clubhouse. If the Rented Facilities are within the Restaurant no outside food and/or beverages will be allowed and the Lessee must enter into a separate catering agreement with HGMD regarding any food and/or non-alcoholic beverages to be consumed during the Event. If the Rented Facilities are within the Clubhouse, the Lessee may have the Restaurant provide food and/or non-alcoholic beverages for consumption at an Event by entering into a separate catering agreement with HGMD.
11. Alcoholic beverages may be served and consumed only within designated areas and in accordance with HGMD's liquor license. All persons consuming alcohol within HGMD shall abide by all laws governing consumption of alcoholic beverages.
 - a. If the Rented Facilities are within the Restaurant, alcohol must be purchased from the Restaurant and must be consumed only within the Restaurant. Consumption of alcohol purchased from the Restaurant in areas outside of the Restaurant is prohibited and will constitute a breach of this Agreement and result in immediate revocation of the right to use the Rented Facilities.
 - b. If the Rented Facilities are the **Aspen, Blue Spruce, Skyview, and/or Mountain View Rooms, and/or Picnic Pavilion** alcohol can be self-served and must be provided free of charge to guests and must stay within the Rented Facilities. No glass bottles or containers permitted at Picnic Pavilion. Alcohol may not be self-served except in the above specified locations.
 - c. Non-profit groups may be able to obtain a "Special Events" liquor license from the City of Aurora Clerk. There is a mandatory waiting period of 45 days between application and granting of a Special Events Liquor License.

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- d. Serving alcohol to persons under the age of 21 is strictly prohibited. If alcohol will be served, the Lessee agrees to abide by all relevant state and local laws, ordinances, and regulations governing the serving and/or consumption of alcohol. The Lessee further agrees to be solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages.
12. HGMD or its agents reserve the right to enter the Rented Facilities to inspect the Rented Facilities during the Event Date or the end of the above-listed Event time and to notify Lessee of any deficiencies in the care of the Rented Facilities and surrounding areas.
13. Lessee hereby agrees on behalf of itself and its successors and assigns, to waive and release all liability and to forever defend, indemnify, and hold harmless, HGMD, the HGMD's employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorney's fees, caused by, resulting from, or in any way arising out of, or alleged to arise out of, in whole or in part, the use of the Rented Facilities by the Lessee, its licensees, invitees, agents, contractors, subcontractors, employees, successor, and/or assigns.
14. Lessee agrees to take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents or injury to persons or property on, about, or adjacent to the Rented Facilities. The Lessee agrees to report any accidents, injury, or damage to the appropriate authorities and HGMD Security immediately.
15. HGMD, consultants, licensees, invitees, agents, successors, and assigns are not responsible for any lost, stolen or unclaimed property associated with the Lessee use of the Rented Facilities on the Event Date.
16. HGMD may terminate this Agreement at any time by providing the Lessee with notice prior to the effective date of the termination and refunding the Rent and Deposit.
17. Termination of this Agreement by Lessee may result in forfeiture of the Rent and Deposit in full. All refunds of Rent and Deposit as a result of termination of this Agreement and the underlying rental of the Rented Facilities for the Event Date by the Lessee are governed by the HGMD Clubhouse/Rendezvous Restaurant Procedure Memorandum and HGMD Rules and Regulations, both of which may be amended from time to time.

- 18. The HGMD’s performance of this Agreement is contingent upon the ability of HGMD to complete the same and the HGMD shall not be liable for any losses or its failure to perform under this Agreement if such is attributable to any of the following causes that are beyond the control and which could not have been avoided by due diligence or use of reasonable efforts by HGMD: acts of God, acts of the public enemy, epidemics, area-wide fires, earthquake, storm-extraordinary inclement weather event, tornado, or other cataclysmic phenomenon of nature, rebellion, war, riot, terrorist act, area-wide strike, freight embargo or labor dispute.
- 19. Nothing in this Agreement will be construed as a partnership in the staging and conduct of the use of the Rented Facilities or as constituting a joint venture between the Lessee and HGMD.
- 20. Lessee and its agents, guests or employees shall not take any actions that imply that the Event for which the Lessee is leasing the Rented Facilities on the Event Date is in any means sponsored by or affiliated with HGMD.

This Agreement and all accompanying forms must be completed, signed, and all rental fees and damage deposit paid at time of reservation.

Signatures below indicate approval and acceptance of the above-mentioned terms and conditions:

HGMD _____ LESSEE _____

By: _____

Office use only

Staff preparing Contract: _____ Date: _____

Rental Fee \$ _____ + Damage Deposit \$ _____ =\$ _____ Check # _____ Cash \$ _____

Credit Card _____

Additional Security charges _____ hrs. x \$45.45 = \$ _____

TOTAL FEES DUE = \$ _____ Check # _____ Cash _____

Notes on Rental (please initial) _____

Return of Damage Deposit recommended: Yes No

Return of Damage Deposit Processed: Date _____ By: _____

**HEATHER GARDENS CLUBHOUSE
Event Planning**

Event: _____ Date/Date: _____
 Room: _____ Approximate Attendance: _____
 Setup Time: _____ Event Time: _____ Breakdown Time: _____
 Contact Name: _____

Primary Phone Number: _____ Alternate Number: _____

Room Information: (Please draw your desired set up on the back of this form, noting doors/windows as reference.)

<u>Room</u>	<u>Dimension</u>	<u>Capacity</u>
Aspen	32' x 19'	42 - Theater Style
Blue Spruce	32' x 19'	42 – Theater Style
Combined Aspen/Blue Spruce	38' x 32'	84 – Theater Style 60 to 80 – Tables/Chairs
Auditorium – Full	60' x 45'	200 – Theater Style 150 – Tables/Chairs
Auditorium – Half	30' x 45'	100 – Theater Style 75 – Tables/Chairs
Mountainview	Main area 18' x 12' Window area 12' x 12'	25 (any style)
Skyview	15' x 20'	20 Theater Style/ 16 card tables
Pavilion	29' x 52'	12 Tables each seat 10

PLEASE MARK QUANTITY OF REQUESTED ITEMS			
8' Rectangular Tables			Coffee Pot (100 cups)
6' Rectangular Tables			Coffee Pot (30 cups)
5' Round Tables			Punch Bowls
Chairs			Portable PA System

Other Requests: _____

Note: No items from the list above are to be used at the Picnic Pavilion.
 Card tables cannot be removed from the Blue Spruce, Mountainview, or Skyview rooms.
 Bingo equipment available for \$5 may be used inside the building or at Picnic Pavilion.
 Reservations are to be made in advance at the Reception Desk.

**ATTACHMENT 4
RESTAURANT CATERING AGREEMENT**

EFFECTIVE DATE: _____

EVENT/LEASE DATE: _____

Set-up Time: _____ .M

Event Start Time: _____ .M

Breakdown Time: _____ .M

CLUBHOUSE/RESTAURANT FACILITIES RENTED: _____

EVENT PURPOSE: _____

LESSEE NAME: _____

Owner or Resident

Non-Owner and Non-Resident

LESSEE'S PHONE #: _____

LESSEE'S ADDRESS: _____

ANTICIPATED NUMBER OF ATTENDEES: _____

IS ALCOHOL BEING SERVED? Yes No

IS SECURITY REQUIRED*? Yes No

(*Security is required if alcohol is being served, party is after 6:00 p.m., there are more than 150 guests, or if deemed necessary by HGMD)

This Restaurant Catering Agreement (Agreement) is made and entered into the effective date first written above (Effective Date) by and between Heather Gardens Metropolitan District (HGMD), a quasi-municipal corporation and political subdivision of the State of Colorado, and the above-named lessee (Lessee). In consideration of the mutual covenants and stipulations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. In consideration of the minimum consumption charge of \$_____ (Minimum Fee) and required damage deposit of \$_____ (Deposit), the HGMD hereby agrees to cater the above-described event (Event) in the above-named Heather Gardens Clubhouse and/or Restaurant Facilities (Rented Facilities), on the terms and conditions set forth below for use during the above-named lease date (Event Date). The Deposit is due and payable by the Lessee to the HGMD on the Effective Date.

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2. The Minimum Fee is based on a four (4) hour rental time including set-up and breakdown times. The Minimum Fee includes banquet food, non-alcoholic beverages, and alcoholic beverages (if indicated in Paragraph 8 below). The Minimum Fee does not include services charges, taxes, or labor charges. Additional fees apply for any time over four (4) hours or for catering this is outside of the normal operating hours of the Restaurant. The Minimum Fee is based on the HGMD Clubhouse/Rendezvous Restaurant Schedule of Fees and Charges, which may be amended from time to time. The Minimum Fee is due and payable on the Effective Date or that date which is twenty-one (21) days prior to the Event Date, whichever occurs first.
 3. Checks for the payment of the Minimum Fee and Deposit are to be made payable to "Heather Gardens Metropolitan District" and delivered to Management, 2888 S. Heather Gardens Way, Aurora, CO 80014. Payment of the Minimum Fee may also be made by credit card or cash.
 4. Final payment for any food, non-alcoholic beverages, and/or alcoholic beverages consumed in excess of the Minimum Fee along with services charges, taxes, or labor charges will be due prior to conclusion of the Event on the Event Date. A minimum 20% service charge will be added to the total cost of the Event, inclusive of the Minimum Fee and any charges for food, non-alcoholic beverages, and/or alcoholic beverages consumed in excess of the Minimum Fee.
 5. The Deposit will be returned to the Lessee in full within fourteen (14) days following the Event Date provided there is no property damage, missing property or breach of this Agreement.
 6. A final attendance count must be received by the Restaurant Manager no later than 11:00 a.m. on the day that is five (5) business days prior to the Event Date. Once submitted the final attendance count may not be changed and is considered a guarantee.
 7. If the Rented Facilities are within the Restaurant no outside food and/or beverages will be allowed except as follows: _____

 8. Alcoholic beverages may be served and consumed only within designated areas and in accordance with HGMD's liquor license. All persons consuming alcohol within HGMD shall abide by all laws governing consumption of alcoholic beverages. The following types of alcohol service are available, please select one:

-
- _____ Hosted Bar Package: Price for alcoholic beverages consumed by attendees of the Event during the Event Date are charged to the Lessee on a per attendee basis for the above-described Event times.
- _____ Consumption Bar: Price for alcoholic beverages consumed by attendees of the Event during the Event Date are charged to the Lessee on a per drink basis for the above-described Event times at the regularly set price for each alcoholic beverage.
- _____ Cash Bar: Price for alcoholic beverages consumed by attendees of the Event during the Event Date are paid by the attendees of the Event on a per drink basis for the above-described Event times at the regularly set price for each alcoholic beverage.

Serving alcohol to persons under the age of 21 is strictly prohibited. If alcohol will be served, the Lessee agrees to abide by all relevant state and local laws, ordinances, and regulations governing the serving and/or consumption of alcohol. The Lessee further agrees to be solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages.

9. Lessee hereby agrees on behalf of itself and its successors and assigns, to waive and release all liability and to forever defend, indemnify, and hold harmless, HGMD, the HGMD's employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorney's fees, caused by, resulting from, or in any way arising out of, or alleged to arise out of, in whole or in part, this Agreement.
10. HGMD may terminate this Agreement at any time by providing the Lessee with notice prior to the effective date of the termination and refunding the Minimum Fee, if already paid, and Deposit.
11. The HGMD's performance of this Agreement is contingent upon the ability of HGMD to complete the same and the HGMD shall not be liable for any losses or its failure to perform under this Agreement if such is attributable to any of the following causes that are beyond the control and which could not have been avoided by due diligence or use of reasonable efforts by HGMD: acts of God, acts of the public enemy, epidemics, area-wide fires, earthquake, storm-extraordinary inclement weather event, tornado, or other cataclysmic phenomenon of nature, rebellion, war, riot, terrorist act, area-wide strike, freight embargo or labor dispute.
12. Termination of this Agreement by Lessee may result in forfeiture of the Minimum Fee and Deposit in full. All refunds of the Minimum Fee and Deposit as a result of termination of this Agreement by the Lessee are governed by the

HGMD Clubhouse/Rendezvous Restaurant Procedure Memorandum and HGMD Rules and Regulations, both of which may be amended from time to time.

This Agreement and all accompanying forms must be completed, signed, and all rental fees and damage deposit paid at time of reservation.

Signatures below indicate approval and acceptance of the above-mentioned terms and conditions:

HGMD

LESSEE

By: _____

Office use only

Staff preparing Contract: _____ Date: _____

Minimum Fee \$ _____ + Damage Deposit \$ _____ = \$ _____ Check # _____ Cash \$ _____

Additional Security charges _____ hrs. x \$45.45 = \$ _____

TOTAL FEES DUE = \$ _____ Check # _____ Cash _____

Notes on Rental (please initial) _____

Return of Damage Deposit recommended: Yes No

Return of Damage Deposit Processed: Date _____ By: _____

HEATHER GARDENS CATERING
Function Sheet

Party Event Sheet **Date** **Day** **Room**



Banquet room

Contact person

Dining room

Name of group

Auditorium

Email address

Other

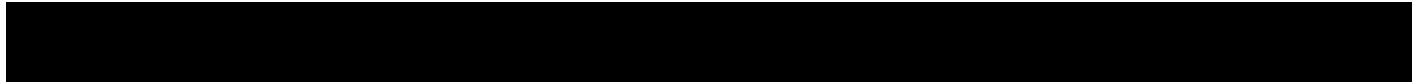
Estimate #

Time of event

Type of event

Bar needs

Bar open @

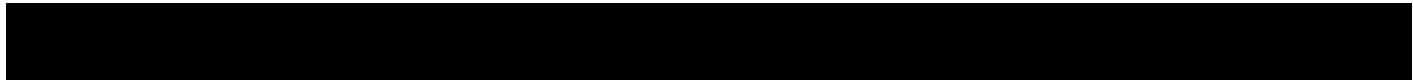


Food needs

Time for food

Menu

Room Set - up



Cost

Head table

Tax 8%

Separate checks

Gratuuity 20%

Name of P in charge

Payment type

Special Requests

Decorate

Microphone

Piano

Linen

ATTACHMENT 5
LOCKER RENTAL AGREEMENT

EFFECTIVE DATE: _____

LEASE PERIOD FROM: _____ TO: _____

LOCKER LOCATION: _____ LOCKER #: _____

LESSEE NAME: _____

LESSEE'S PHONE #: _____

LESSEE'S ADDRESS: _____

This Locker Rental Agreement (Agreement) is made and entered into the effective date first written above (Effective Date) by and between Heather Gardens Metropolitan District (HGMD), a quasi-municipal corporation and political subdivision of the State of Colorado, and the above-named lessee (Lessee). In consideration of the mutual covenants and stipulations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Lockers are rented on a first-come, first-served basis and are not transferrable. In the woodshop area when all Lockers are rented, plastic bins can be utilized and will be placed in a designated area. Such plastic bins will be considered a "Locker" for purposes of this Agreement.
2. In consideration of the annual rental charge of _____ (Rent) which is due and payable by the Lessee to the HGMD on the Effective Date (if the Agreement is entered into after January 1 the annual rental charge will not be prorated) and on January 1 of each subsequent year this Agreement remains in effect (at the then current rate), the HGMD hereby grant the Lessee a revocable lease of the locker described above by location and locker # (Locker) which are generally located in the wood shop and billiards area of the Heather Gardens Clubhouse to be used solely for the purpose of storage of personal property, on the terms and conditions set forth below. Rent is non-refundable.
3. Rent is due and payable on January 1 of each year that this Agreement remains in effect. If payment is not received by March 1 of any renewal year, this Agreement will be automatically canceled, and the Locker reassigned. Checks for the payment of Rent are to be made payable to "Heather Gardens Metropolitan District" and delivered to Management, 2888 S. Heather Gardens Way, Aurora, CO 80014.

-
4. The Lockers in the woodshop area do not have attached locks and Lessee's must provide their own locks. The Lockers in the billiards area have locks that are opened with keys. Lessee hereby acknowledges receipt of _____ locker key(s). This Agreement and payment of Rent entitles the Lessee to one key, if applicable. Lessee may purchase additional or replacements keys a charge of \$5.00 per additional key, if applicable. If the Locker is of a type that does not have a lock attached the Lessee is responsible for providing their own locks at Lessee's sole expense.
 5. HGMD may terminate this Agreement at any time by providing the Lessee with notice at least thirty (30) days prior to the effective date of the termination and, provided the Lessee is not in default of the terms of this Agreement, refunding the pro rata amount of Rent for the remainder of the year. If the Lessee is in default of the terms of this Agreement HGMD may terminate this Agreement at any time after notice of a violation has been provided in accordance with the HGMD Rules and Regulations and the Lessee has been afforded an opportunity to cure or appeal the violation in accordance with the HGMD Rules and Regulations.
 6. Lessee agrees to abide by the HGMD Clubhouse/Rendezvous Restaurant Procedure Memorandum, HGMD Rules and Regulations, and all local, state and federal rules, regulations, and laws applicable to the Locker and use thereof, all of which may be amended from time to time.
 7. HGMD or its agents reserve the right to enter the Locker to inspect the Locker.
 8. Lessee is responsible for any items placed within the Locker. HGMD shall not be held responsible for any items that are lost or stolen from the Locker.
 9. Lessee hereby agrees on behalf of itself and its successors and assigns, to waive and release all liability and to forever defend, indemnify, and hold harmless, HGMD, the HGMD's employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorney's fees, caused by, resulting from, or in any way arising out of, or alleged to arise out of, in whole or in part, the use of the Locker by the Lessee, its licensees, invitees, agents, contractors, subcontractors, employees, successor, and/or assigns.

Signatures below indicate approval and acceptance of the above-mentioned terms and conditions:

HGMD

LESSEE

By: _____
