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## CLUBHOUSE/RESTAURANT COMMITTEE FUNCTIONS AND POLICY MANUAL

This Functions and Policy Manual replaces all Heather Gardens Association Procedure Manual for the Clubhouse and the Restaurant. Those procedure manuals should be removed from files and destroyed.

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## I. BACKGROUND

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

The Clubhouse/Restaurant Committee recognizes that HGMD and the Heather Gardens Association (HGA) have entered into a management agreement which authorizes HGA to operate and provide daily management of the Clubhouse and the Restaurant.

The concerns of the Committee are to make policy recommendations and financial recommendations to the HGMD Board of Directors.

## II. RESPONSIBILITIES

- A. **HGMD PRESIDENT.** Appoints, with Board approval a HGMD Director to serve as chair of the Clubhouse/Restaurant Committee.
- B. **HGMD Board.** Ratifies Committee Chair appointment. Acts on recommendations of the Committee.
- C. **CHAIR.** Chairs meetings of the Clubhouse/Restaurant Committee. Appoints all committee members. Committee members have volunteered for a specific term and the Chair generally accepts the members of the standing committee. The chair appoints new members when terms expire. The Chair also counsels with residents, the Clubhouse Manager, the Restaurant Manager, the Clubhouse/Restaurant Committee and interested parties regarding the Clubhouse and the Restaurant.
- D. **HGMD Clubhouse/Restaurant Committee.** Will evaluate large non-cash donations, including, but not limited to, machinery, electronic equipment and large appliances, and will recommend for acceptances only those items determined to be suitable and appropriately intended for the benefit of HGMD. Items not requiring Committee review may be accepted or rejected at the discretion of the HGMD Agent or appropriate Department Manager.

## III. PROCEDURES

### A. **COMMITTEE STRUCTURE.**

- 1. **Chair.** A member of the HGMD Board of Directors appointed by the President.

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2. **Composition.** The Chair, the Clubhouse Manager (without vote), the Restaurant Manager (without vote), and a minimum of four (4) and maximum of seven (7) electors. Quorum is three (3).

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.

Reviews the annual operating and capital requirements budget submitted by the General Manager. Makes appropriate modifications and recommends the budget to the HGMD Board of Directors.

Reviews, annually, Clubhouse Room Rental Rates and Makes recommendations regarding rates to the HGMD Board of Directors.

Reviews, annually, fees charges for classes held in the Clubhouse and makes recommendations regarding fees to the HGMD Board of Directors.

Reviews, annually, fees charged for guest and non-resident for use of Clubhouse.

3. Donations. Reviews donations under its scope and determines if they are suitable and appropriately intended for the benefit of all members of the HGMD. Make recommendations to the HGMD Board regarding acceptance of donations.
- a. Persons wishing to make a donation requiring Committee recommendation for approval are asked to complete a donation form.
  - b. The Committee, HGMD or its Agent may require an inspection and approval by the HGA Maintenance Department, or another qualified professional, prior to accepting the donation.
  - c. HGMD or its Agent will not accept donations with any restrictions or conditions.
  - d. All items donated become the property of HGMD.
  - e. The donating party agrees to pay the cost incurred for moving and delivery of the item to be donated.
  - f. HGMD or its Agent reserve the right to refuse any item through the donation process.
  - g. HGMD or its Agent has the prerogative of using the donated item on the most current project or may reserve it for future project.

## IV. POLICIES

### A. **NON-DISCRIMINATION POLICY.**

1. The Heather Gardens Metropolitan District Clubhouse and Restaurant will not exclude anyone from participating in the enjoyment and/or use of the Clubhouse and/or the Restaurant based on national origin, race, color, physical handicap, or sexual orientation.
2. All reasonable efforts will be made to accommodate the physically handicapped.
3. The Clubhouse and the Restaurant are open to all residents of the District as well as the general public. All are encouraged to make use and enjoy the facilities of Heather Gardens.
4. The Clubhouse will be a safe, well maintained, attractive facility with programs designed to meet the needs of an active senior community.
5. From time to time the Rendezvous will close in entirety for a large event, if the event financially benefits Heather Gardens District, and this practice will be only if the event is at a time when the majority of our clientele will not be inconvenienced.

## **V. NON-PROFIT GROUPS TABLE USAGE IN CLUBHOUSE**

Requests to set up tables in the Clubhouse must meet the following requirements:

1. Requests must be only from current District electors representing a Heather Gardens recognized club or a 501 3c organization.
2. Request must be submitted to the Clubhouse Manager at least 30 days prior to the date desired.
3. Table requests are on a first come/first served basis.
4. Table location is at the sole discretion of the Clubhouse Manager. Generally, table locations will not be allowed in the entrance lobby area.
5. Table usage is limited to one day per week.
6. The presenter must not approach individuals in the Clubhouse.
7. The presenter must provide materials for display, including easels and/or other visual equipment. All materials must be disposed of by the presenter at the close of the presentation.

## VI. REFUNDS FOR CLASSES, EVENTS AND TRIPS

- A. **Request for Class and Events refunds.** Must be made prior to class/event starting. A \$7.00 service fee will apply to all refunds. To avoid a service fee, request your refund via a HGMD Clubhouse gift certificate that can be used for future classes, events or trips. The Clubhouse gift certificate is **not** usable in the Rendezvous Restaurant.
- B. **Request for Trip refunds.** Must be made prior to the registration deadline. A \$7.00 service fee will apply to all refunds. After the registration deadline, refunds will only be issued if the trip spot can be filled. If the trip spot cannot be filled, no refund will be issued. To avoid a service fee, request your refund via a HGMD Clubhouse gift certificate that can be used for future classes, events or trips.

## VII. RESTAURANT

The Restaurant will be a safe, well maintained, attractive restaurant serving meals designed to meet the culinary needs of an active senior community.

## VIII. CLUBS

A Heather Gardens recognized club is defined as organizations headquartered at Heather Gardens having at least 75% of its total membership as residents of Heather Gardens.

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**HEATHER GARDENS CLUBHOUSE  
FACILITY RENTAL CONTRACT**

Please Print Legibly

Today's Date: \_\_\_\_\_ Phone #1:( ) \_\_\_\_\_

User Name: \_\_\_\_\_ Phone #2:( ) \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Suite/Apt. #: \_\_\_\_\_

**Note:** Only dates, times, and facilities identified below are governed by this contract. The use of any Clubhouse facilities for any other dates or at any other times must be contracted separately

Event: Day/Date(s) \_\_\_\_\_ Room \_\_\_\_\_  
Set-up Time: \_\_\_\_\_  
Event Start Time: \_\_\_\_\_ Breakdown Time: \_\_\_\_\_

Event: Day/Date(s) \_\_\_\_\_ Room \_\_\_\_\_  
Set-up Time: \_\_\_\_\_  
Event Start Time: \_\_\_\_\_ Breakdown Time: \_\_\_\_\_

Fees are based on a four (4) hour time frame including set-up and breakdown times. Additional fees apply for any time over four (4) hours. Fees will not be pro-rated. See Room Rental Fees on next page.

Is alcohol being served? Yes No

Is Security required? (If alcohol is being served, party is after 6 pm and there are more than 150 guests or at the discretion of Management) Yes  No

Event Purpose: \_\_\_\_\_

\_\_\_\_\_ Resident – Related

\_\_\_\_\_ Outside Group (reservations may be made-up to 90 days prior to event)

Make checks payable to: Heather Gardens Association

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Office use only

Volunteer/Staff preparing Contract: \_\_\_\_\_ Date: \_\_\_\_\_

Rental 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: \_\_\_\_\_

<b>HEATHER GARDENS CLUBHOUSE ROOM RENTAL FEES</b>			
<b>Room</b>	<b>RENTAL FEE (4 HOURS)</b>	<b>PER ADDITIONAL</b>	<b>REQUIRED DAMAGE DEPOSIT</b>
<b><u>Full Sandberg Auditorium</u></b>			
Resident – Related	\$200.00	\$50.00	\$200.00
Outside Group	\$600	\$150	\$200.00
<b><u>Half Sandberg Auditorium</u></b>			
Resident – Related	\$100.00	\$25.00	\$100.00
Outside Group	\$400.00	\$100.00	\$100.00
<b><u>Aspen Room</u></b>			
Resident – Related	\$60.00	\$15.00	\$100.00
Outside Group	\$200.00	\$50.00	\$100.00
<b><u>Blue Spruce Room</u></b>			
Resident – Related	\$60.00	\$15.00	\$100.00
Outside Group	\$200.00	\$50.00	\$100.00
<b><u>Picnic Pavilion</u></b>			
Resident – Related (Full Pavilion)	\$50.00	\$10.00	\$100.00
Outside Group	\$100.00	\$50.00	\$100.00
Grill Rentals	\$10.00 each		
<b><u>Mountainview Room</u></b>			
Resident – Related	\$35.00	\$10.00	\$100.00
Outside Group	\$100.00	\$25.00	\$100.00
<b><u>Skyview Room</u></b>			
Resident – Related	\$35.00	\$10.00	\$100.00
Outside Group	\$100.00	\$25.00	\$100.00

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**FACILITY RENTAL CONTRACT**

This contract is made by and between the Heather Gardens Metropolitan District (District) and the User and is subject to the following rules and provisions stated herein.

In consideration of the payment of the fee hereinafter provided and in keeping with performance of the rules and provisions hereinafter set forth, the District has and does hereby lease unto the User that certain property for the dates and times specified above. The room(s) identified on page 1 of 7 is/are the only room(s) governed by this contract.

The User agrees to pay the District for the use of the room(s) on the dates set forth on page 1, the rental fee, which includes the time used for set-up and clean-up. It is agreed that the total rental fees will be paid to the District at the time the contract is signed.

**1. DEFINITIONS.**

- a. **Resident Events.** Resident Events are those events initiated by groups, clubs, and organizations based within the Heather Gardens Community. No fees apply.
  - b. **Resident Related.** Resident-Related Events are those functions hosted by Heather Gardens residents.
  - c. **Outside Group.** Outside Group Events are defined as those groups, organizations, or gatherings which are not based in Heather Gardens, and/or, where Heather Gardens residents do not constitute the majority of attendees or where any type of solicitation or sales is intended.
- 2. OPERATING HOURS.** Normal Clubhouse operating hours Monday through Saturday are 6 a.m. – 10 p.m. daily; the Clubhouse closes at 8:00 p.m. on Sundays. Rental hours may not begin prior to 6:30 a.m. and must be completed no later than 9:45 p.m. Some holiday closures may occur. Users wishing to operate events outside the listed rental hours may only be accommodated by contracting with restaurant operator, differing fees may apply. Arrangements must be made in advance.
- 3. RENTAL FEES.** Rental fees must be paid at time of reservation for outside and resident-related events. Payment to be made by check or in cash and will be deposited the same day.
- 4. DAMAGE DEPOSIT.** A damage deposit is required at time of reservation for outside and resident-related events. Payment is deposited by the Clubhouse in the event of property damage, missing property or breach of contract. The Clubhouse will return the deposit in full within fourteen (14) days following event provided there is no property damage, missing property or breach of contract.



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5. **CANCELLATION POLICY.** In the event the contract is canceled by the Clubhouse, for whatever reason, a full refund of rental and deposit fees will be made to the User within 15 days. In the event the User cancels the contract, the rental fee will be refunded to the User according to the following schedule:
- a. Cancellation notice at least 60 days prior to the event - 100% refund.
  - b. Cancellation notice at least 30 days prior to the event - 50% refund
  - c. Cancellation notice less than 29 days prior to the event – no refund
6. **OPERATING EXPENSES.** The rental fee includes normal operational expenses such as: Electricity, heat, water, use of tables and chairs and any additional items listed on the Function Sheet (Page 7) options. Special audio and visual systems, additional lighting fixtures, stage lighting effects, catering and decorating needs, and other special maintenance work the User may require are not available as part of this contract.
7. **ALCOHOL POLICY.** The User and its agents, employees, members, guests and caterers agree not to serve or sell alcoholic beverages except in accordance with the Heather Gardens Association use policy and in accordance with the State of Colorado Law and the Aurora City Ordinances.
- a. Alcohol purchased in the restaurant must remain in the restaurant. Consumption of alcohol purchased outside the licensed area (restaurant) is prohibited and will cause the immediate termination of the contract.
  - b. Alcohol can be self-served and must be provided free of charge to guests when contracting the use of the **Clubhouse Lobby Aspen, Blue Spruce Skyview, and Mountain View Rooms, and/or Picnic Pavilion** and must stay contained within rental area. No glass bottles or containers permitted at Picnic Pavilion.
  - 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.
8. **FACILITY CLEAN-UP.** The User shall agree to leave the rented facilities in a clean and orderly condition to include the following:
- a. Clean up of any spills and removal of trash from the floors, tabletops, chairs, counters, stage, stairs, and appliances.
  - b. Coffee pots and punch bowls must be washed and trash must be disposed of in proper containers (see Manager-on-Duty for specifics).

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- c. All decorating, catering or any other property of the User must be removed prior to end of contracted time.
  - d. Any items left beyond contracted time could result in forfeiture of damage deposit.
  - e. **Failure to comply with the above items will result in a custodial clean-up fee being deducted from the damage deposit.**

9. **CONTRACT ENFORCEMENT.** The Clubhouse Manager-on-Duty has the ultimate authority to enforce all rules, policies and this contract. Any and all staffing deemed necessary for additional supervision, maintenance personnel, or security enforcement will be charged to the User. These fees will be charged above and beyond the rental fees and damage deposit.

10. **SMOKING POLICY.** The Heather Gardens Clubhouse is a smoke-free facility.

11. **INDEMNIFICATION AND ACCIDENTS.**

- a. The User 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.
- b. The User shall continuously maintain adequate protection to the District's property from injury or loss arising in connection with the User's activities and shall make good any such damages, injury or loss except for ordinary wear and tear incidental to the use of the room(s) by the User.
- c. The User agrees to indemnify the Heather Gardens Association, Heather Gardens Metropolitan District, and their officers, agents and employees from all suits, actions, or claims of any character, name or description for or on account of any injuries or damages received by their rental of contracted facilities or the use made thereof in conjunction with the event.
- d. The User agrees to report any accidents, injury or damage to the Clubhouse Manager-on-Duty and/or Security immediately.

12. **GENERAL CONDITIONS.**

- a. Nothing in this contract will be construed as a partnership in the staging and conduct of the rental contract or as constituting a joint venture between the User and Heather Gardens
- b. Nothing may be implied, indicated, published or done by the User or its agents, guests or employees that would imply that the contracted event is in any means sponsored by or affiliated with the Clubhouse, Association or Metropolitan District.
- c. It is expressly understood that said contracted event is the sole venture of the User.

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- d. The User is prohibited from distributing or displaying any sales, political or commercial literature outside rental area. Failure to abide by and observe this provision will result in forfeiture of damage deposit.

User Initials: \_\_\_\_\_ Date: \_\_\_\_\_

- e. The Rental contract is not binding until signed by both parties

Contract must be completed, signed, and rental fees and deposit paid at time of reservation.

User: \_\_\_\_\_

Representing: \_\_\_\_\_ Date: \_\_\_\_\_

Representing: Heather Gardens Metropolitan District

Manager-on-Duty/Staff: \_\_\_\_\_ Date: \_\_\_\_\_

**HEATHER GARDENS CLUBHOUSE**  
**Function Sheet**

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'x45'	250 - Theater Style 140 to 176 – Tables/Chairs
Mountainview	Main area 18'x12' Window area	12'x12'25 (any style)
Skyview	15'x20'	20 Theater Style/ 16 card tables
Pavilion	29'x52'	12 Tables each seat 10

<b>PLEASE MARK QUANTITY OF REQUESTED ITEMS</b>			
	8' Rectangular Tables	Piano/Organ (Auditorium only)	Coffee Pot (100 cup)
	6' Rectangular Tables	Movie Screen	Coffee Pot (30 cup)
	5' Round Tables		Punch Bowls
	Chairs	TV/DVD	Portable PA System

Other Requests: \_\_\_\_\_

Note: No items from the list above are to be used at the Picnic Pavilion.  
 Bingo equipment available for \$5 may be used inside building or at Picnic Pavilion.  
 Reservations are to be made in advance at the Reception Desk.

<b>HEATHER GARDENS CLUBHOUSE CLASS FEES</b>	
<b><u>Class Fees</u></b>	\$20.00 per class
Firing Fees	\$11.00 per firing
Locker Rental Wood Shop	\$25.00 per year
Locker Rental Billiard	\$10.00 per year
<b><u>Events:</u></b>	
Movies	\$4.00 per attendee
Texas Hold Em	\$5.00 per attendee
Concert	\$8.00 per attendee
Quarterly Birthday	\$2.00 per attendee
Fitness Walk	\$7.00 per attendee
St. Patrick's Day	\$13.00 per attendee
First Saturday Dance	\$6.00 per attendee
New Year's Eve Dance	\$35.00 per attendee
Pool Opening Party	\$4.00 per attendee
Pool Closing Party	\$4.00 per attendee
Fashion Show	\$3.00 per attendee
Line Dance Invitational	\$7.00 per attendee
Historical Presentation	\$3.00 per attendee
Halloween Party	\$4.00 per attendee

<b>CLASS FEE PER SESSION</b>	<b>FEE</b>	<b>DROP IN FEE PER CLASS</b>
Aqua Classes	\$100.00	\$8.00
Autobiography	\$75.00	N/A
Ballroom Dancing	\$60/per person \$20/per person w/resident	N/A
Billiards	N/A	\$8.00
Ceramics	\$150 includes firing fee	N/A
Computer Class	\$75.00	N/A
Cooking	\$60.00	N/A
Fitness Center – Daily Use	N/A	\$15.00
Jazzercise	\$125.00	\$4.00
Knitting/Crocheting/Quilting	\$60.00	N/A
Line Dancing/Tap Dancing	\$75.00	\$7.50
Painting	\$100.00	N/A
Pickleball – Hourly Use	N/A	\$16.00
Saturday Night Dance	N/A	\$8.00
Spanish	\$75.00	N/A
Stained/Creative Glass	\$150 includes firing fee	N/A
Swimming Pool – Indoor – Daily Use	N/A	\$8.00
Swimming Pool – Outdoor daily	N/A	\$8.00
Tai Chi, Pilates, Yoga, Zumba	\$75.00	\$8.00
Tennis Courts – Hourly Use	N/A	\$16.00
Weight Strengthening	\$125.00	\$8.00
Woodcarving	\$100.00	N/A
Woodshop – Daily Use	N/A	\$8.00

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**RENDEZVOUS RESTAURANT  
BANQUET CONTRACT**

Please Print Legibly

Today's Date: \_\_\_\_\_ Phone #1:( ) \_\_\_\_\_

User Name: \_\_\_\_\_ Phone #2:( ) \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Suite/Apt. #: \_\_\_\_\_

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**Note:** Only dates, times, and facilities identified below are governed by this contract. The use of any Clubhouse facilities for any other dates or at any other times must be contracted separately

Event: Day/Date: \_\_\_\_\_

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Fees are based on a four (4) hour time frame including set-up and breakdown times. Additional fees apply for any time over four (4) hours. Fees will not be pro-rated. See Room Rental Fees on next page.

Event Purpose: \_\_\_\_\_

\_\_\_\_\_ Resident – Related

\_\_\_\_\_ Outside Group (reservations may be made-up to 90 days prior to event)

Make checks payable to: Rendezvous Restaurant

Office use only

Rental Fee \$ \_\_\_\_\_ Check # \_\_\_\_\_ Cash \$ \_\_\_\_\_

Damage Deposit (Check only): \$ \_\_\_\_\_ Check # \_\_\_\_\_

Rendezvous Representative Name (Please Print): \_\_\_\_\_

Date: Returned: \_\_\_\_\_





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**FACILITY RENTAL CONTRACT**

This contract is made by and between the Rendezvous Restaurant and the User and is subject to the following rules and provisions stated herein.

The User agrees to pay the District for the use of the room(s) on the dates set forth on page 1, the rental fee, which includes the time used for set-up and clean-up. It is agreed that the total rental fees will be paid to the District at the time the contract is signed.

**1. DEFINITIONS.**

**2. OPERATING HOURS.** Normal Restaurant operating hours are Tuesday through Sunday are 11 a.m. – 7 p.m. daily; the Restaurant closes at 1:30 p.m. on Sundays. Some holiday closures may occur. Users wishing to operate events outside the listed rental hours may only be accommodated by contracting with restaurant operator, differing fees may apply. Arrangements must be made in advance.

**3. DAMAGE DEPOSIT.** A damage deposit is required at time of reservation for all events. Payment must be in the form of a check or credit card and deposited by the Rendezvous restaurant. The Rendezvous restaurant will return the deposit in full within fourteen (14) days following event provided there is no property damage, missing property or breach of contract.

**4. CANCELLATION POLICY.** In the event the contract is canceled by the Rendezvous, for whatever reason, a full refund of rental and deposit fees will be made to the User within 15 days. In the event the User cancels the contract, the rental fee will be refunded to the User according to the following schedule:

a. Cancellation notice at least 60 days prior to the event - 100% refund.

b. Cancellation notice at least 30 days prior to the event - 50% refund

c. Cancellation notice less than 15 days prior to the event – no refund

**5. OPERATING EXPENSES.** The rental fee includes normal operational expenses such as: Electricity, heat, water, use of tables and chairs and any additional items listed on the Function Sheet (Page 7) options. Special audio and visual systems, additional lighting fixtures, stage lighting effects, catering and decorating needs, and other special maintenance work the User may require are not available as part of this contract.

**6. ALCOHOL POLICY.** The User and its agents, employees, members, guests and caterers agree not to serve or sell alcoholic beverages except in accordance with the

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Heather Gardens Association use policy and in accordance with the State of Colorado Law and the Aurora City Ordinances.

- a. Alcohol must be purchased from and served by Rendezvous Restaurant, and must remain in licensed area only. Consumption of alcohol purchased from Rendezvous Restaurant outside licensed area is prohibited by law and will be a breach of the contract, and will cause the immediate termination of the contract.

7. **FACILITY CLEAN-UP.** The User shall agree to leave the rented facilities in a clean and orderly condition to include the following:

- a. Clean up of any spills and removal of trash from the floors, tabletops, chairs.
- b. All decorating, catering or any other property of the User must be removed prior to end of contracted time.
- c. Any items left beyond contracted time could result in forfeiture of damage deposit.
- d. **Failure to comply with the above items will result in a custodial clean-up fee being deducted from the damage deposit.**

8. **CONTRACT ENFORCEMENT.** The Manager-on-Duty has the ultimate authority to enforce all rules, policies and this contract. Any and all staffing deemed necessary for additional supervision, maintenance personnel, or security enforcement will be charged to the User. These fees will be charged above and beyond the rental fees and damage deposit.

Rendezvous is not responsible for any lost, stolen or unclaimed property before, during or after said event.

9. **SMOKING POLICY.** The Heather Gardens Clubhouse is a smoke-free facility.

10. **INDEMNIFICATION AND ACCIDENTS.**

- a. The User 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.
- b. The User shall continuously maintain adequate protection to the Restaurants property from injury or loss arising in connection with the User's activities and shall make good any such damages, injury or loss except for ordinary wear and tear incidental to the use of the room(s) by the User.
- c. The User agrees to indemnify the Heather Gardens Association, Heather Gardens Metropolitan District, and their officers, agents and employees from all suits, actions, or claims of any character, name or description for or on account

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of any injuries or damages received by their rental of contracted facilities or the use made thereof in conjunction with the event.

- d. The User agrees to report any accidents, injury or damage to the Restaurant Manager-on-Duty and/or Security immediately.

**11. GENERAL CONDITIONS.**

- a. Nothing in this contract will be construed as a partnership in the staging and conduct of the rental contract or as constituting a joint venture between the User and Rendezvous Restaurant.
- b. Nothing may be implied, indicated, published or done by the User or its agents, guests or employees that would imply that the contracted event is in any way sponsored by or affiliated with the Rendezvous Restaurant.
- c. It is expressly understood that said contracted event is the sole venture of the User.
- d. **The User is prohibited from distributing or displaying any sales, political or commercial literature outside rental area. Failure to abide by and observe this provision will result in forfeiture of damage deposit.**

User Initials: \_\_\_\_\_ Date: \_\_\_\_\_

- e. The Rental contract is not binding until signed by both parties

Contract must be completed, signed, and rental fees and deposit paid at time of reservation.

User: \_\_\_\_\_

Representing: \_\_\_\_\_ Date: \_\_\_\_\_

Representing: Rendezvous Restaurant

Manager-on-Duty/Staff: \_\_\_\_\_ Date: \_\_\_\_\_