



Heather Gardens

METROPOLITAN DISTRICT

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:



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_____ 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



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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: _____



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HEATHER GARDENS CATERING Function Sheet

Event: _____ Date/Date: _____

Contact Name: _____

Primary Phone Number: _____ Alternate Number: _____

Email: _____

[INSERT ADDITIONAL INFORMATION, AS NEEDED]