



Heather Gardens METROPOLITAN DISTRICT

HEATHER GARDENS METROPOLITAN DISTRICT BOARD ACTION

DATE: AUGUST 17, 2023

MOTION NUMBER: 1-8-17-2023

MOTION: CLUBHOUSE COMMITTEE PROCEDURE MEMORANDUM

I move that the Heather Gardens Metropolitan District Board of Directors, upon recommendation of the Clubhouse Committee, approve the Procedure Memorandum approved by the Clubhouse Committee on August 8, 2023.

ECONOMIC COST TO THE DISTRICT: NONE
APPROPRIATED BY: N/A

Motion by: Rita Effler

Second by:

Craig Baldwin

Rationale: The Clubhouse Committee has been approved as a separate standing committee of the HGMD.

Debate: _____

Secondary Motion to : _____
Secondary Motion by: _____ Second by: _____

VOTE:

	Yes	No
Craig Baldwin	✓	
Rita Effler	✓	
Eloise Laubach	✓	
Robin O'Meara	✓	
Daniel Taylor	✓	
Total	5	

Yes	No

The secondary motion does/does not have a majority and passes/fails.

The main motion does/does not have a majority and passes/fails.

Robin O'Meara

Robin O'Meara, Secretary
HGMD Board of Directors

Daniel Taylor

Daniel J. Taylor, President
HGMD Board of Directors



Heather Gardens

METROPOLITAN DISTRICT

**HEATHER GARDENS METROPOLITAN DISTRICT
CLUBHOUSE COMMITTEE
PROCEDURE MEMORANDUM 1**

ADOPTED AND EFFECTIVE AUGUST 17, 2023

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**CLUBHOUSE COMMITTEE
PROCEDURE MEMORANDUM**

Proposed on August 8, 2023

Adopted by Committee on August 8, 2023

Adopted by HGMD Board on August 17, 2023

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 conflict with the provisions hereof.

ARTICLE I - PURPOSE

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

The purpose of the Clubhouse Committee is to serve in an advisory role and propose policy, operational, and financial recommendations to the Board related to the Heather Gardens Clubhouse (Clubhouse) consistent with the Bylaws, Rules and Regulations, and administrative or policy procedure memoranda.

The Clubhouse Committee shall review the monthly financial and operational reports; pursue revenue producing projects, monitor the quality of services provided to residents and the public, make recommendations as to fees and costs, and coordinate activities with the Restaurant and Golf Committees.

The Clubhouse Committee shall work with the Board and the District's Manager to monitor and maximize the use of space and the activities conducted within the Clubhouse and its appurtenant properties, including the tennis and pickleball courts, picnic pavilion, horseshoe pit, ping pong room and appurtenant patios. However, the Clubs/Activities Committee will coordinate the management and oversight of the Woodshop located in the Clubhouse.

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 Committee shall be composed of the chairperson(s) appointed by the District Board, the District's Manager (without vote), the Clubhouse Manager (without vote), minimum of (4) four and a maximum of (9) nine eligible electors of the District. The Clubhouse Committee Chair shall appoint the committee members consistent with the Bylaws, Article VII, Section 4.

- 1. Committee Chairperson.** The chairperson chairs all meetings of the Clubhouse Committee and appoints all Clubhouse Committee members from eligible electors of the District who have applied for membership. The chairperson also consults with residents, the Clubhouse Manager, the Activities Director (if any), the Clubhouse Committee and interested parties regarding the Clubhouse. The chairperson reports to the Board.

- 2. Committee Duties and Responsibilities.**
 - A.** Annually reviews rules, regulations, policies, and procedures applicable to the Clubhouse and its appurtenant properties and recommends changes to the Board; and

 - B.** Annually reviews the fees and rates, for Clubhouse room rental, including, but not limited to Sandberg Auditorium, classes, annual Clubhouse membership, and any other applicable fees and recommends changes to the Board; and

 - C.** Makes recommendations to assist in the preparation of the annual budget as applicable with the assistance of the Clubhouse Manager and coordination with the District's Treasurer and the District's Manager and staff; and

 - D.** Reviews the monthly Clubhouse profit & loss statement and monitors, in cooperation with the District's Manager, the effectiveness of Clubhouse and appurtenant properties policies and rules; and

 - E.** Reviews proposed donations using the following guidelines:
 - (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.

- (2) Persons wishing to donate as described in paragraph (1) above must complete a donation form available at the Clubhouse reception desk.

Items under \$500 in value may be accepted or rejected at the discretion of the District's Manager, or appropriate department manager based on the need, condition or alignment of the facility functions or decor.

- (3) The Clubhouse Committee, the District, or the District's Manager may require an inspection and approval by the HGA Maintenance Department, or another qualified professional, prior to accepting the donation.
- (4) The District will not accept donations with any restrictions or conditions, and all items donated become the property of the District.
- (5) The donating party agrees to pay the cost incurred for moving and delivery of the item to be donated.
- (6) The District reserves the right to refuse any item at any time during the donation process.
- (7) The District, in its sole discretion, has the prerogative of using the donated item immediately or may reserve it for the future.

ARTICLE III - 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 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 Rules and Regulations are supplemental thereto.

- 1. Clubhouse Facilities.** The District's Clubhouse facilities include meeting rooms, auditorium, fitness center, indoor swimming pool and spa, sports courts, outdoor swimming pool, a woodworking shop, arts and crafts room, a game room, a billiard room, a media center and library, a horseshoe court, a picnic pavilion, and a ping pong room. The District's Manager or his assignee shall schedule classes, events, and activities compatible with the facilities and the District's policies. Meeting rooms, the auditorium, and the picnic pavilion may be reserved or rented for activities and events based on availability. Facility rental shall be subject to the Rental Contract terms and conditions, and the current fee schedule.
- 2. Hours of Operation.** The Clubhouse and appurtenant properties (excluding swimming pools) are open year-round, except Thanksgiving, Christmas, and New

Year's Day. Hours of operation are 6:00 am to 9:00 pm Monday through Saturday, and 7:00 am to 7 pm on Sundays. The hours of the operations may not be changed without the approval of the District's Board.

3. **Swimming Pools.** Indoor swimming pool hours are 6:30 am to 9:00 pm Monday through Saturday, and 7:00 am to 7 pm on Sundays. Outdoor swimming pool hours are 6:30 am to 9:00 pm Monday through Saturday, and 7:00 am to 7 pm on Sundays from Memorial Day weekend through Labor Day and may remain open into September depending on weather conditions. See Attachment 5 herein for swimming pool rules and Family Swim Time hours for children.
4. **Closure of Facilities.** The District reserves the right, in its sole discretion, from time to time to close the facilities 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 are in the interest of the District as a whole, and to times when the majority of the clientele will not be inconvenienced.
5. **Priority of Usage.** Management arranged classes, events, and activities shall take priority over open usage. Fees for participation will be charged based on the Schedule of Fees and Charges updated annually. Classes and workshops are open to Owners, Residents, and 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.
6. **Pop-Up Classes.** The Clubhouse Manager may introduce and test new classes (referred to as Pop-Up Classes on the current Class Schedule of Fees and Charges) for a reduced class period and fee to determine interest.
7. **Room Rentals.** Rental rates are calculated at a minimum four-hour base rate and hourly thereafter, as outlined in the Schedule of Fees and Charges.
8. **Clubs, Organizations and Resident Groups.** Clubs, Organizations and Resident Groups 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 or organization does not charge a fee to those outside their club or organization while hosting the event. If there is a fee required of non-residents to use the facility, (meeting rooms, the auditorium, the swimming pool(s), the picnic pavilion, sports courts, billiard room, swimming pools, ping pong room, woodshop, or fitness center), then the Club president or designee must verify the user fee has been paid. Non-compliance may result in the Club forfeiting its right to reserve the facility.
 - A. The Club or Organization president must schedule the Clubhouse facility with the Clubhouse Manager, Assistant Manager, or designee. Recurring events may receive a reduced rental rate as negotiated by the rental agreement.

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- B. All reservations and rentals must be arranged with the Clubhouse Manager, Assistant Manager, or designee. The Clubhouse Manager has the authority to refuse the scheduling of any event with the approval of the District Board.
 - C. Public rentals shall be consistent with the interests of the District and shall not violate any District policy.
 - D. Prior to the use of fitness, technology or woodworking equipment, users may be required to view an orientation program 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. Any activity deemed unsafe may be prohibited for children under 16. Minors are not permitted in the spa. Minors are subject to additional rules for the pool.
 - F. No more than four (4) guests per unit are permitted. Guests are not immediate family members and do not reside at Heather Gardens but who are invited. Guests under the age of 18 must always be accompanied by a resident or owner. Guests may be required to wear a wrist bracelet identifying them as such.
9. **Elected Officials and Candidates.** The District Board has 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 Clubhouse Manager. Candidates for public office (State, Federal, Local) may conduct campaign meetings no more than once a month subject to availability.
10. **Clubhouse Tables.** Requests to set up tables in the Clubhouse must meet the following requirements:
- A. Requests must be submitted to the Clubhouse Manager at least 3 days prior to the date desired.
 - B. Table requests are on a first come, first served basis.
 - C. Table location is at the sole discretion of the Clubhouse Manager.
 - D. Generally, table locations will not be allowed in the entrance lobby area.
 - E. Table usage may be limited to one day per week.
 - F. The individual using the table must not approach individuals in the clubhouse in an unsolicited manner.

- G. 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.

11. Cancellations and Refunds.

- A. Classes may be canceled temporarily or permanently for low participation, lack of instructor, cost increase, holiday, Clubhouse or Facility closure, or special event.
- B. 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 for another class.
- C. 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.
- D. If 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 participants proportionately.
- E. 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.
- F. If a room rental is canceled by the Clubhouse Manager, a full refund will be issued to the renter. Renters may cancel room reservations and will receive refunds of rental fees according to the following schedule:
 - (1) Room rental canceled with at least 30 days prior notice to Clubhouse Manager - 100% refund.
 - (2) Room rental canceled with 7 days to 29 days' notice to Clubhouse Manager - 90% refund.
 - (3) Room rental cancelled with less than 7days notice to Clubhouse Manager – No refund.
 - (4) Meeting rooms, the auditorium, picnic pavilion, and Clubhouse Event refunds will only be granted when the event has been canceled by the event sponsor or Clubhouse Manager.

Adopted the 17th day of August 2023, by the Board of Directors of the Heather Gardens Metropolitan District.


Daniel Taylor, President

ATTEST:


Robin O'Meara, Secretary

ATTACHMENT 1 CLUBHOUSE FEE SCHEDULE
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ROOM RENTALS*			
CLUBHOUSE ROOMS	RENTAL FEE (4 HOURS)	PER ADDITIONAL HOUR	REQUIRED DAMAGE DEPOSIT**
FULL SANDBERG AUDITORIUM			
Resident or Owner	\$200	\$50	\$200
Non-Resident or Non-Owner	\$600	\$150	\$200
HALF SANDBERG AUDITORIUM			
Resident or Owner	\$100	\$25	\$100
Non-Resident or Non-Owner	\$400	\$100	\$100
ASPEN ROOM			
Resident or Owner	\$60	\$15	\$100
Non-Resident or Non-Owner	\$200	\$50	\$100
BLUE SPRUCE ROOM			
Resident or Owner	\$60	\$15	\$100
Non-Resident or Non-Owner	\$200	\$50	\$100
PICNIC PAVILION			
Resident or Owner	\$50	\$10	\$100
Non-Resident or Non-Owner	\$100	\$50	\$100
Grill Rentals	\$10 each		

	RENTAL FEE (4 Hours)	PER ADDITIONAL HOUR	REQUIRED DAMAGE DEPOSIT**
MOUNTAINVIEW ROOM			
Resident or Owner	\$35	\$10	\$100
Non-Resident or Non-Owner	\$100	\$25	\$100
SKYVIEW ROOM			
Resident or Owner	\$35	\$10	\$100
Non-Resident or Non-Owner	\$100	\$25	\$100

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

** Damage deposits, if warranted, will be returned within 30 days of event.

LOCKER RENTAL AND OTHER FEES	
Wood Shop Locker Rental per Year	\$25
Billiard Locker Rental per Year	\$10
Kiln Firing Fee per Class	\$11

FACILITIES USE FEES			
FACILITY	NON-RESIDENT or NON-OWNER fee per session	DROP-IN fee per class	RESIDENT or OWNER fee per session
Fitness Center Daily Use	\$15	N/A	N/A
Computers	\$25/HR.	N/A	\$0

ACTIVITY FEES		
ACTIVITY	NON-RESIDENT AND NON-OWNER DROP-IN FEE	OWNER OR RESIDENT DROP-IN FEE
Pickleball – Hourly per person	\$8	\$0
Swimming Pool – Indoor Daily	\$8	\$0
Swimming Pool – Outdoor Daily	\$8	\$0
Swimming Pool – Outdoor Daily – Children under 16	\$2	\$0
Table Tennis – Hourly per person	\$8	\$0
Tennis Courts – Hourly per person	\$8	\$0
Tennis Ball Machine – Hourly per person	\$8	\$0
Woodshop – Daily	\$8	\$0

**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 form)

Name of Club contact: _____ Building #: _____

Building Address: _____ Unit #: _____

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

Email address: _____

Purpose of Club: _____

Club's first meeting choice: _____ Second Choice: _____
Day Day

Meeting Time: _____ Meeting 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 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 in Attachment 1 herein 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
HEATHER GARDENS METROPOLITAN DISTRICT
CLUBHOUSE FACILITIES RENTAL AGREEMENT**

EFFECTIVE DATE: _____

EVENT/LEASE DATE: _____

Set-up Time: _____ M

Event Start Time: _____ M

Breakdown Time: _____ M

CLUBHOUSE 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 may be 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)

1. This Clubhouse 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: In consideration 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 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. Rent will not be pro-rated. Rent is based on the HGMD Clubhouse 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 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 ten (10) days after notification. If any invoice charges are not paid within ten (10) days, interest shall accrue at a rate of eighteen (18%) per annum from the ten (10) days 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 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, it must be provided/served by Rendezvous Restaurant and no fee may be charged for admission to 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 is permitted. 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 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 ten (10) days after notification. If any invoice charges are not paid within ten (10) days, interest shall accrue at a rate of eighteen (18%) per annum from the tenth (10) day following the date of the invoice until paid.
- 10.** Lessee may serve its own outside 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 Clubhouse, the Lessee may have the Restaurant provide food and/or alcohol 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.

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- A.** If the Rented Facilities are the Aspen, Blue Spruce, Skyview, and/or Mountain View Rooms, and/or the 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 are permitted at the Picnic Pavilion. Alcohol may not be self-served except in the above specified locations.
- B.** 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.
- C.** 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 appurtenant 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.

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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(s) 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, extraordinary inclement weather, tornado, or other cataclysmic phenomenon of nature, rebellion, war, riot, terrorist act, areawide 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.

Heather Gardens Metropolitan District:

Lessee:

By: _____

Signature _____

Print Name _____

Print Name _____

Office use only

Staff preparing contract: _____ Date: _____

Rental Fee \$ _____ + Damage Deposit \$ _____ =\$ _____

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

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

Credit Card _____

Notes on Rental (please initial) _____

Return of Damage Deposit recommended: Yes No

Return of Damage Deposit Processed: Date _____ By: _____

**HEATHER GARDENS METROPOLITAN DISTRICT
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

HEATHER GARDENS METROPOLITAN DISTRICT

**PM
CLUBHOUSE 1**

Mountainview	Main area 18' x 12'	25 (any style)
	Window area 12' x 12'	
Skyview	15' x 20'	20 Theater Style 6 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
HEATHER GARDENS METROPOLITAN DISTRICT
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 grants 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 replacement keys at 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 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:

Heather Gardens Metropolitan District:

Lessee:

By: _____

Signature

**ATTACHMENT 5
HEATHER GARDENS METROPOLITAN DISTRICT
OUTDOOR SWIMMING POOL RULES**

Operating Hours & Pricing

- A.** 6:30 am - 9:00 pm - daily (Sunday 7:00 am - 7:00 pm)
- B.** Locker Rooms - 6:00 am - 9:00 pm- daily (Sunday 7:00am-7:00pm)
- C.** Family Swim Time (children under 16) 10:00 am to 12:00 pm daily.
Supervised children under 16 may swim during pool hours on weekends and holidays.
- D.** Each unit may bring four guests free of charge. Each additional guest is \$8.00 per day (\$2.00 for children under 16). The resident is responsible for guests at all times. Guests must follow Heather Gardens Metropolitan District Rules.
- E.** Guests or people not residing at Heather Gardens but who are invited, must be accompanied by a resident. Residents may be asked to present their identification to staff if their name is not in the directory.

General Rules

- A.** Drinks and snacks are allowed on the outdoor pool deck. All areas must always be kept clean and neat. No glass allowed.
- B.** All pool users must be attired in appropriate swim wear.
- C.** No pets allowed.
- D.** No smoking.
- E.** A soap shower is required before entering the pool.
- F.** Diaper-dependent individuals must wear waterproof pants when in the pool.
- G.** Spitting or spouting water or blowing your nose in the pool is strictly prohibited.
- H.** No running or horseplay permitted in the pool area.
- I.** No splashing, yelling or foul language is permitted. If a resident or guest is disturbing others, they will be warned to stop the offensive behavior. If they

continue to infringe on the enjoyment of others after the warning, they will be asked to leave the pool area. Management has full discretion to enforce all rules including the right to ban offenders from the pool area.

- J. Management has the right to close the pool when unsafe or unfavorable conditions might endanger the health or safety of swimmers.

Lockers and Recreational Equipment

- A. Use lockers in dressing areas. Use of locks is advised, but locks must be removed when leaving the building. Locks left on lockers overnight will be cut off.
- B. Large balls, inner tubes, floats, etc. are not permitted if they interfere with others in the pool.
- C. Snorkels, small balls, kick boards, noodles and water wings may be used.
- D. Management will not be responsible for any loss or damage of personal property.