SINGLETREE COMMUNITY CENTER RENTAL GUIDELINES

PLEASE READ THE ENTIRE DOCUMENT YOUR DEPOSIT AND/OR DATE REQUESTED MAY BE EFFECTED

BOOKING PROCEDURE

Contact the Singletree Community Manager at manager@singletreetoday.com or 970.926.2611 to check availability. You may download the rules and contract at www.singletreetoday.com or they can be sent to you. Your use of the facility will only be confirmed upon receipt of the rental fee, deposit, signed contract.

PAYMENT

You may submit your contract and payment via -

Hand Delivery - Singletree Community Center, 1010 Berry Creek Rd., Edwards

Email – manager@singletreetoday.com

US Mail – Berry Creek Metro District, Post Office Box 1058, Edwards, CO 81632

Acceptable Payment Methods: Cash, Check, Visa or Mastercard. The rental fee and deposit are due at the time of booking. Please make the check payable to Berry Creek Metropolitan District.

PHYSICAL ADDRESS

Singletree Community Center - 1010 Berry Creek Road, Edwards, CO 81632.

ROOM SIZES

The Community Room is 31' x 43'. The Conference Room is 15' x 23'.

CAPACITY

The maximum occupancy is 150 people in the Community Room. The maximum capacity in the Conference Room is 20 people.

HOURS

The Community Center is available for private functions between **10 AM and 10 PM daily**. Amplified sound must cease by 9:30 PM, and guests shall depart by 10 PM and the function shall be cleaned up and locked up by 10:30 PM, at the latest. **Any Licensee not complying with these deadlines shall forfeit their deposit.**

CLEANING

Users are responsible for cleaning up and removing all decorations and items brought into the Community Center. Glitter or confetti are not allowed inside or outside at the Community Center. Failure to remove all decorations and personal items shall forfeit all or a portion of your deposit.

DECORATIONS

Do not use thumbtacks, nails tape or pins to hang decorations. 3M Command Strips or a similar reusable adhesive product is acceptable. You will be charged for damage.

BALLOONS

Do not release balloons in the Community Room. The ceilings are 23' high and balloons must be retrieved with a ladder. You will be charged to remove balloons from the room.

TABLES AND CHAIRS

Tables and chairs are in the storage closet in the Community Room. You will need to set the tables and chairs up for your use. No linens are provided. They must all be in the Community Room, or you shall forfeit all or a portion of your deposit. Do **NOT** stack the tables and chairs after your event.

8' x 3' Rectangular Table	18 Total
5' Round Table	10 Total
24" Round Cocktail Table	10 Total
Folding Chairs	150 Total

2023 RENTAL RATES

Community Room	Monday – Thursday	Friday	Saturday	Sunday
Jan 1 – Jun 14	\$850	\$1,250	\$1,600	\$1,250
Jun 15 – Sep 30	\$1,000	\$1,550	\$2,450	\$1,550
Oct 1 – Dec 31	\$850	\$1,250	\$1,600	\$1,250
Resident & Non-Profit Rate				
Jan 1 – Jun 14	\$700	\$1,000	\$1,250	\$1,000
Jun 15 – Sep 30	\$850	\$1,250	\$1,950	\$1,250
Oct 1 – Dec 31	\$700	\$1,000	\$1,250	\$1,000
Board Room	4 – 8 Hours	>4 H	ours	
	\$200	\$10	0	

DEPOSITS			
Community Room	\$1,000	Board Room	\$250

SOUND

Amplified sound such as a DJ, public address or live band may be used inside the Community Center, no sound shall be emitted which is unreasonably loud or annoying and shall be turned off by by 9:30 PM. No amplified sound is allowed outside the Community Center. Noise complaints from the neighbors shall result in the forfeiture of your deposit.

LIQUOR

It is the responsibility of the Licensee to obtain a liquor license if alcohol will be **SOLD** on the premises.

SMOKING

This is a non-smoking facility. Smoking in the facility or on the deck shall result in the forfeiture of your deposit. The use of smoke machines is prohibited as well.

BARBECUE / OUTDOOR COOKING

A gas grill is provided for your convenience. Please be respectful of other users by leaving the grill area clean. You are responsible for propane.

CLEANING

Users are responsible for cleaning up and removing all decorations and items brought into the Community Center. Do **NOT** stack or put away the tables or chairs.

CATERING VENDORS

All catering vendors shall remove all their equipment at the end of the event.

DAMAGE CLAUSE

It is understood that any damage to Singletree Community Center property shall be the responsibility of the Licensee. It is agreed that Licensee acknowledges liability for any damages incurred during the event, which are the result of carelessness or negligence on the part of Licensee or any of their guests. Rice, glitter, and birdseed are not allowed on/in the premises. Licensee agrees to require unruly or intoxicated guests to leave the premises. Driving on the grass or putting tent stakes in the ground is prohibited, unless approved by the Community Manager prior to the event. You must contact the Community Manager at 970.926.2611 prior to your event if you are planning to erect a tent. Failure to comply will result in forfeiture of a portion or all your deposit.

ACCESS TO SINGLETREE COMMUNITY CENTER

You will need to meet with staff at 10:00 am on the day before the event to inspect the facility and receive your access code.

CANCELLATION POLICY

Berry Creek Metropolitan District shall retain the usage fee if a cancellation occurs **less than 60-days** prior to the event.

PARKING LOT

Users shall park in the parking lot provided. All Singletree roads are posted "No Parking." Parking is never allowed on the south side of Berry Creek Road or the south side of Rawhide Road. Please use the north side Berry Creek Road for overflow parking. You are responsible for notifying your guests of the parking regulations.

BERRY CREEK METROPOLITAN DISTRICT SINGLETREE COMMUNITY CENTER USAGE AGREEMENT

Event Date:	Appro	oximate Time of Ever	nt: to
Name of Group/Event:			· · · · · · · · · · · · · · · · · · ·
Function Description:		Size of Group	
One person and one only, h of responsibility for usage of		ee, will act on behalf	of the Group on all levels
Licensee Name:			
Phone: C	ell Phone:	Email:	
Mailing Address:			
Physical Address (if different):			
and inspection of the Facility supplies. You must make a immediately after the function deposit, less cost of repairs deposit the Licensee will be Licensee changes or cand An Insurance Certificate madamages for this specific us during the term of this Agree	errangements to have you extion. They cannot remain and/or cleanup will be resulted for the balance. The cels the event within 60 by be required. If required is in force in amounts a	r catering staff remorn until the next day. It turned. If these costs the usage fee will not days of the event. I, insurance adequate coeptable to the Dist	ve equipment and supplies If damage has occurred, the Is are greater than the It be refunded if the It to cover injuries and/or It ict and will remain in force
Usage Fee: \$	•		
Total Amount Received: \$_			
or			
I will pay the Usage Fee by deposit and, should there be the full deposit amount. I ur card, I will be provided with	e any cleaning or damage nderstand that, should an	e charges, they will be y cleaning or damage	e charged to my card up to
Visa/Mastercard No			
Exp Date:/	Three Digit Security	Code B	Illing Zip Code
Amount to be charged: \$	Denosit Am	nt held against credit	card: \$

Special Requirements and/or Attachments:

The Licensee has inspected the Facility; and is familiar with the present condition thereof and agrees to accept the Premises in such condition at the commencement of the lease term unless noted above.

Berry Creek Metropolitan District reserves the right at any time to enter onto the premises to review Licensee actions and/or for any other reasonable purpose.

The Licensee shall not assign nor sublet the premise or any portion thereof.

The Licensee shall provide for appropriate policing of the premises to maintain public peace and order, litter and trash control, enforcement of policies and adherence to terms of the lease.

The Licensee will be responsible for the conduct and control of participants and will ensure that all federal, state and county regulations are followed.

In the event alcoholic beverages are sold by whatever means on the Premises by the Licensee, its agents, or invitees, Licensee shall obtain and pay for all Permits or Special Event License for the sale of intoxicating beverages as required by law prior to commencement of such event. Such Permit or License shall then become an attachment to this agreement. Licensee further indemnifies the District from any and all liability, direct or indirect, incurred as a result of the service, supplication, or consumption of such beverages on the Premises by Licensee, its agents or invitees.

The Licensee is not a department, agent, or division of the District, but instead is a completely independent organization or individual responsible for its own actions, control, management, and operations. It is understood and agreed that the District does not participate in the actions, control, management or operations of the Licensee. The Licensee, for itself and all of its legal representatives, executors, agents, employees and assigns, as well as for all of those attending or participating in the Function which is the subject of this Agreement, agrees to defend and hold harmless Berry Creek Metropolitan District, and each of its officers, directors, managers, employees, agents, subcontractors, successors and assigns from and against any and all claims for liability or damages as a result of or in any way arising from the actions, control, management or operations of the Licensee. In addition, Licensee agrees to and does hereby waive, release, and covenant not to sue the Berry Creek Metropolitan District, and each of its officers, directors, managers, employees, agents, subcontractors, successors and assigns (collectively, the "Licensee") from any and all liability, claims, demands, actions, attorney's fees, costs, expenses, and causes of action whatsoever arising out of any act or omission described herein, including consequential damages, whether direct or indirect, in any way connected with or arising from the use of the Facility, whether such losses, damages, or injuries result from the negligence of, or any other unintentional act or omission committed by, the Licensee or from some other cause.

Date:
vards, CO 81632.
mplications set forth herein. 30 PM; Guests must depart by 10 PM, and the
leposit shall be forfeited.
e center shall be deducted from my security
1

WAIVER, RELEASE AND COVENANT NOT TO SUE

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ IT BEFORE SIGNING. IF YOU DO NOT UNDERSTAND ANY PART, WE URGE YOU TO CONSULT WITH YOUR ATTORNEY.

In consideration of the permission granted by the Licensee (as defined below) to
use the Berry Creek Metropolitan District Community Center and its Programs (as
defined below), by signing the WAIVER, RELEASE AND COVENANT NOT TO SUE, I,
, whose address is, for myself, my heirs, legal
representatives, executors and assigns, hereby waive, release, <u>and covenant not to sue</u>
the following persons and entities: Berry Creek Metropolitan District and each of its
officers, directors, employees, agents, subcontractors, successors and assigns
(collectively, the "Licensee") from any and all liability, claims, demands, actions, and
causes of action whatsoever arising out of any physical or property damage, loss, or
injury while upon the premises of the Berry Creek Metropolitan District Community
Center (collectively "Programs"), whether such loss, damage, or injury results from the
negligent act or omission by the Licensee or from some other cause.
I understand and recognize that there are specific risks of physical or property
damages, losses, injury or even death that may result from my participation or
attendance at the Berry Creek Metropolitan District Community Center or the Programs.
I voluntarily assume the risks associated with such participation or attendance.
This Waiver, Release, and Covenant Not to Sue are effective immediately and shall
survive the termination of my rights to use the Berry Creek Metropolitan District
Community Center and its Programs.
I, the undersigned, have read this WAIVER, RELEASE AND COVENANT NOT TO
SUE, and understand all its terms. I execute it voluntarily and with full knowledge of its
significance.
IN WITNESS WHEREOF, I have signed this Waiver, Release and Covenant Not to
Sue this, day of, 20, at, Colorado.
PRINT NAME:
SIGNED: