

SINGLETREE COMMUNITY CENTER 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. You only have a tentative hold on the date requested until all items are received by the Community Manager.

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**. Guests shall depart by 10 PM and the function shall be cleaned up and locked up by 10:30 PM, at the latest. **Anyone not departing the Community Center by 10:30 PM shall forfeit their deposit.**

CLEANING

Users are responsible for cleaning up and removing all decorations and items brought into 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 located 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

2019 RENTAL RATES

Community Room	Monday – Thursday	Friday	Saturday	Sunday
	\$700	\$900	\$1,250	\$850
Resident & Non-Profit Rate	\$600	\$800	\$1,050	\$750
Board Room	4 – 8 Hours	>4 Hours		
	\$75	\$50		

2020 RENTAL RATES

Community Room	Monday – Thursday	Friday	Saturday	Sunday
	\$700	\$950	\$1,350	\$950
Resident & Non-Profit Rate	\$600	\$800	\$1,050	\$800
Board Room	4 – 8 Hours	>4 Hours		
	\$75	\$50		

DEPOSITS

Community Room	\$500	Board Room	\$200
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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 10 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.

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 of 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 of 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: _____ Approximate Time of Event: _____ to _____

Name of Group/Event: _____

Function Description: _____ Size of Group _____

One person and one only, hereafter called the Licensee, will act on behalf of the Group on all levels of responsibility for usage of the Facility.

Licensee Name: _____

Phone: _____ Cell Phone: _____ Email: _____

Mailing Address: _____

Physical Address (if different): _____

A Damage/Security Deposit will be held and returned to the Licensee upon completion of the event and inspection of the Facility. **The Facility is to be emptied of all catering equipment and supplies.** You must make arrangements to have your catering staff remove equipment and supplies **immediately after the function.** They **cannot** remain until the next day. If damage has occurred, the deposit, less cost of repairs and/or cleanup will be returned. If these costs are greater than the deposit the Licensee will be billed for the balance. **The usage fee will not be refunded if the Licensee changes or cancels the event within 45 days of the event.**

An Insurance Certificate may be required. If required, insurance adequate to cover injuries and/or damages for this specific use is in force in amounts acceptable to the District and will remain in force during the term of this Agreement. Berry Creek Metro District will be named as Additional Insured.

Usage Fee: \$ _____ Deposit amount \$ _____

Total Amount Received: \$ _____ Date Received: _____

or

I will pay the Usage Fee by credit card. I understand that my card number will be held as my security deposit and, should there be any cleaning or damage charges, they will be charged to my card up to the full deposit amount. I understand that, should any cleaning or damage fees be charged to my card, I will be provided with a written explanation of all fees.

Visa/Mastercard No. _____ - _____ - _____ - _____.

Exp Date: _____ / _____ Three Digit Security Code _____

Amount to be charged: \$ _____ Deposit Amt 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.

Licensee Signature _____ Date: _____

Print Name and Title _____

Make check for deposit and fees payable to:
Berry Creek Metropolitan District, Post Office Box 1058 Edwards, CO 81632.

Please initial the following items:

_____ I have read the information and understand all the implications set forth herein.

_____ I understand the building needs to be vacated by 10:30 p.m. or the deposit shall be forfeited.

_____ Any charges for additional cleaning or damage to the center shall be deducted from my security
de

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, and covenant not to sue 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 of 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: _____