

Facility Rental Agreement

Normandy Estates Metropolitan Recreation District
5380 W. Coal Mine Ave. Littleton, CO 80123
Please Email: nemrdpool@gmail.com to check availability

FACILITIES REQUESTED:

Pavilion Only: East West **(No Deposit required for Pavilion only Rental.**

**** \$6/per person walk-up fee applies to all non-members.**

Clubhouse and East Pavilion only (does not include pool)

Clubhouse, Pavilions, Pool & Locker Rooms

Pavilion, Pool & Locker Rooms only (does not include clubhouse)

Event Date: _____

Event Start Time (Includes Setup): _____

Number of Guests Expected: _____

Event End Time (Includes Clean Up): _____

**** ALL RENTALS are in 1 hour increments, with a 2 hour minimum**

Renter Name: _____

Renter Street Address: _____

Renter City, State & Zip: _____

Renter Phone: _____

Renter Email: _____

Resident of Normandy Estates: Yes No

Member of Normandy Estates Pool: Yes No

The Normandy Estates Metropolitan Recreation District (NEMRD) rents facilities for use by its members and guests. Reservations will be accepted on a first-come, first-serve basis up to 3 months prior to your scheduled event.

Terms and Conditions of the Rental Agreement

The Renter is responsible for paying full replacement cost or full repair cost, as determined by NEMRD, for any property loss or damage resulting from the use of NEMRD property by the Renter or the Renter's guests. This Agreement is not transferable. Violation of this provision, any other provision of this Agreement or any NEMRD rule, procedure, or regulation will result in the immediate termination of this Agreement and event at the sole discretion of NEMRD.

In order to rent any of the NEMRD facilities, the Renter must be: (1) a minimum of eighteen years of age, (2) in attendance during the ENTIRE TIME of the rental. The rental will be TERMINATED if the Renter leaves the facility. This Renter is the responsible party and must also act as the CONTACT person for NEMRD.

The Renter must pay the \$200 damage deposit at the time this Agreement is signed by the Renter and the facilities reserved. The rental fee is due the day of the event. **Cancellation less than 7 calendar days prior to the scheduled event will be charged a \$100 cancellation fee taken from the \$200 damage deposit. Please mail contract with deposit to: NEMRD, PO Box 1045, Littleton, CO 80160.**

NEMRD reserves the right to reject any rental it believes would: 1) compete with any program offered by NEMRD; 2) disrupt or impair NEMRD normal operations; 3) be inconsistent with the image, reputation, purpose or function of NEMRD. In the event of termination, NEMRD shall have no liability, whether direct, indirect or consequential, to the Renter or any other person, for damages or other remedy, except for a refund of the rental fee on the conditions and in accordance with the term of this agreement

NEMRD reserves the right to modify or terminate any Facility Rental Agreement and room reservation schedule to accommodate program changes or other unforeseen circumstances. When a room reservation must be changed or cancelled, NEMRD will notify the Renter as soon as possible. If the Renter and NEMRD cannot agree upon a mutually agreeable alternative date and time for the room rental, the Facility Rental Agreement shall be deemed terminated and the Renter will receive a full refund.

Set up of the room is the responsibility of the Renter. Decorations may be hung with a non-abrasive tape such as masking tape (no scotch tape, tacks, pins, or nails may be used for decorations.) No smoke/fog/bubble devices, or any other special effects equipment are allowed in the building at NEMRD's facilities. (They are allowed outside, but must not be brought inside). No candles may be used inside the clubhouse unless pre-approval has been given.

Clean up of the room is the responsibility of the Renter, including the wiping down of all tables and chairs, cleaning of all kitchen countertops, microwave, refrigerator and exterior surfaces of cabinets and the two bathrooms within the clubhouse. Carpet will be a vacuumed and slate floor mopped after your event. A broom, mop and vacuum are provided for your use. NEMRD will provide limited janitorial supplies. Stains on the walls, carpets or floors are the responsibility of the Renter who will be held liable for their removal.

Renter is also responsible for collecting, sealing, and placing all trash in the dumpster in the parking lot. Pavilion trash must also be taken to the dumpster in the parking lot. Clean up of the room also includes breaking down all tables and chairs and properly placing them in the storage room. Pavilion rentals must return any furniture used to its original location. If the room is not properly cleaned, as determined by NEMRD, in its sole discretion, renter will forfeit their damage deposit.

Deliveries and pick up from vendors must be done within the rental contract time reserved. NEMRD staff is not responsible for accepting deliveries or the security of items thereof.

It is the responsibility of the Renter to conduct an entry and exit walk through with NEMRD staff to verify the condition of the room. At the completion of the entry walk through, Renter and staff will sign the "NEMRD Facilities Checklist" to verify the condition of the room. At the completion of the exit walk through, Renter and staff will again sign the Checklist to verify the condition of the room.

No solicitation is allowed on NEMRD property. The NEMRD name may not be used as an endorsement.

A Certificate of Insurance in an amount acceptable to NEMRD, and naming NEMRD as an additional insured, may be required of any Renter and/or its guests as a condition of NEMRD entering into this Agreement.

Supervision by a responsible adult (18 years or older) is required in all areas subject to this agreement. Failure to provide adequate adult supervision will be grounds for termination of this Agreement.

Renter acknowledges that, except as specifically provided herein, Renter will not have exclusive use of the Premises and that different individuals or entities may use other portions of the premises. During the scheduled use period of Renter's use, Renter will have exclusive use of the rented premises, except for emergencies. Renter represents that Renter's event is only open to Renter's invited guests and is not open to members of the general public.

Renter's event will conclude at the time specified above. **Renter's set-up and clean-up time is included in the rental period. Any party setting up at the premises more than 15 minutes prior to or vacating the premises more than 15 minutes after the agreed upon Event end time will be charged \$25.00 for each additional 1/2hr or fraction thereof.** Upon conclusion of Renter's event, the Premises and that portion of NEMRD's facilities used by the Renter will be vacated, all equipment and furniture will be returned to their proper locations, and Renter will leave the Premises and any other portion of the facility used in a clean and orderly condition.

Renter acknowledges that NEMRD's facilities are **NO SMOKING** facilities. No smoking is allowed anywhere within the building or within the fenced area of the pool grounds.

NEMRD Premises may be subject to such additional use restrictions as may be imposed by the District's Board of Directors, which may include, but not be limited to; restrictions on plans for decorating the facility during the event, and that such plans must be approved before the decoration occurs; restrictions on beverages served or consumed inside the facility; and restrictions on amplified music or other noise. Renter agrees that use under this Agreement will comply with such additional use restrictions, all laws of the United States, the State of Colorado, all ordinances, rules and regulations of Jefferson County, the City of Littleton and the requirements of the local sheriff and fire departments.

ALCOHOLIC BEVERAGES

Alcoholic beverages may be served as long as Renter abides by the following conditions:

- It is required that your bar be continuously supervised by an adult over the age of 21.
- No fee will be charged, either directly or indirectly (i.e. no cash bar) for the sale or consumption of alcoholic beverages.
- No alcoholic beverages, including 3.2 beer, will be served at any time to any person who is under 21 years old or to any intoxicated person.
- Renter acknowledges that NEMRD does not hold or maintain a liquor license, and this permission to serve alcoholic beverages does not constitute a liquor license. Renter will be solely responsible for compliance with the liquor license laws of the State of Colorado. No alcoholic beverages will be served or consumed outside the fenced NEMRD premises.
- If any persons under the age of 21 attending the event, whether invited or uninvited, bring alcoholic beverages onto NEMRD premises, Renter will take action to have such beverages removed from the premises. If necessary, Renter will notify the sheriff to seek assistance with the enforcement of this policy. At any event in which a majority of the attendees are under 21 years old, Renter will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old.
- If any adult (persons 21 years old or older) attending the event, whether invited or uninvited, is abusing or misusing alcohol or any other banned substance on NEMRD premises, Renter will take action to have such activities stopped, and if necessary, notify sheriff to seek assistance.
- Renter agrees to arrange alternative transportation for any attendee who is unable to safely and responsibly drive away from the Renter's event due to intoxication. Renter agrees that Renter is solely responsible for any claim or liability that arises as a result of service of alcoholic beverages at Renter's event.

Renter acknowledges that parking at the NEMRD facilities is available only on a first come, first serve basis.

RELEASE AND AGREEMENT NOT TO SUE

THIS IS A RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE

PLEASE READ CAREFULLY BEFORE SIGNING THIS AGREEMENT. In consideration of participation in the event or activity described in this registration, the undersigned acknowledges that access to and use of NEMRD facilities and participation in the event or activity is done at the undersigned's own risk. The event or activity may involve risk of physical injury to any individual undertaking such event or activities, including serious bodily injury or death. Additional risks include, but are not limited to, acts of God, forces of nature, negligent or reckless acts or omissions of others of or NEMRD, its agent's employees or independent instructors. Acknowledging the risks, whether described above or not, whether currently known or unknown, the undersigned **RELEASES, DISCHARGES AND AGREES NOT TO SUE OR MAKE ANY CLAIM AGAINST, NEMRD, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUBCONTRACTORS, AND MEMBERS, ARISING OUT OF OR FROM ANY AND ALL FORSEEN AND UNFORSEEN INJURIES, DEATHS, LOSSES, ACTIONS, CLAIMS, JUDGMENTS OR DAMAGES OF ANY KIND AND NATURE THAT MAY ARISE OUT OF THE UNDERSIGNED'S PARTICIPATION (INCLUDING AS A SPECTATOR) IN THE DESCRIBED EVENT OR ACTIVITIES, OR ON PROPERTIES OWNED, OPERATED, LEASED, MAINTAINED, CONTROLLED BY NEMRD.**

In the event of any dispute or legal action relating to or arising out of the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees. All amounts not paid when due, shall bear interest from the due date until paid at the rate of 15% per annum. The District shall have all rights available under the District's governing documents for enforcement of the provisions of this paragraph.

Renter covenants to indemnify and hold harmless NEMRD for and against any claims, losses, liabilities, costs, damages, or related expenses incurred by NEMRD, its agents and employees, as a result of any injury to any person or any damage to any property arising in any way out of the use of the premises by Renter or any employee, agent, independent contractor, invitee, guest or licensee, including any persons attending or attempting to attend the event or activity for the premises are being rented, whether or not such person has been invited or authorized to attend by Renter. Renter's liability under this paragraph shall include all costs and expenses incurred, including, but not limited to, reasonable attorney's fees. NEMRD's right to indemnity under this Agreement shall arise even though joint or concurrent liability may be imposed on NEMRD's by statute, ordinance, regulations, or other law.

Renter further agrees to assume any risk associated with the event for which this Agreement is granted. By signing below, Renter acknowledges receipt of the "**Rental Information**" sheet for rental of NEMRD facilities and agrees to abide by and conform to said "**Rental Details and Regulations**" as well as all other rules and regulations from time to time adopted or prescribed by NEMRD.

The Renter certifies that all information provided in this Facility Agreement is true and complete. The Renter understands that false information or omission there of may result in the termination of this and any other NEMRD Facility Rental Agreements. The Renter further certifies that they have read, understand, and will abide by, and will communicate to all individual users, all NEMRD Policies, rules and regulations as stated herein.

Renter's Signature _____

Date _____

Staff Signature _____

Date _____

The Renter must pay the \$200 damage deposit at the time this Agreement is signed by the Renter and the facilities reserved. NO DEPOSIT REQUIRED for Pavilion only rentals. The rental fee is due the day of the event. **Please mail contract with deposit to: NEMRD, PO Box 1045, Littleton, CO 80160.**

		NEMRD Use Only		
		Date Rec'd	Date Deposited	Date Returned to Renter
Refundable Damage Deposit of \$200.00	<input type="checkbox"/> Cash <input type="checkbox"/> Check			
Facility Rental Fee	<input type="checkbox"/> Cash <input type="checkbox"/> Check			

