



# Cherry Creek Vista Park & Recreation District Community Room Private Event Regulations & Rental Agreement

The following Community Room Private Event Regulations (“Regulations”) apply to the use and rental of the Cherry Creek Vista Park & Recreation District (the “District”) community room, located at 11350 E. Orchard Rd., Englewood, CO 80111 (the “Community Room”):

1. An individual or group seeking to rent the Community Room (the “Rental Party”) must complete and execute the Community Room Rental Agreement, as well as pay the Deposit and Use Fee (both as defined below), at the time of making the request for the proposed event (the “Event”). For residents seeking to rent the Community Room, a damage deposit of \$500.00 (the “Resident Deposit”) and a use fee of \$65.00 per block (the “Resident Use Fee”) are required. To provide access and clean Community Room facilities to non-taxpaying members of the public and avoid additional damage costs, the District requires additional deposit funds and supplemental revenue beyond the operations and maintenance mill levy paid by residents to offset the additional costs it incurs for providing the Community Room and related services to additional members of the public. Accordingly, for non-residents seeking to rent the Community Room, a damage deposit of \$500.00 (the “Non-Resident Deposit”) and a use fee of \$100.00 per block (the “Non-Resident Use Fee”) are required. The Resident Use Fee and Non-Resident Use Fee are collectively referred to as the “Use Fee,” and the Resident Deposit and Non-Resident Deposit are collectively referred to as the “Deposit.” The Use Fee and Deposit must be provided in the form of two (2) separate payments to **Cherry Creek Vista Park & Recreation District online via Civic Rec**, which are required at the time a reservation is requested. The Use Fee is non-refundable unless the Event reservation is cancelled at least forty-eight (48) hours in advance per Section 7 below.
2. Reservations, if approved, will be approved on a first-come, first-served basis. Reservations are not considered final until payment has been processed and the Community Room Rental Agreement Permit has been released by the District Manager. Reservation requests must be made seven (7) days prior to the event date. Unless otherwise indicated in the Community Room Application and Rental Agreement (the “Community Room Rental Agreement”), the Rental Party will have exclusive use of the Community Room during the Event rental period subject to the terms of the Community Room Rental Agreement and these Regulations.
3. The Rental Party, or a representative thereof, must be at least twenty-one (21) years of age and **MUST** be present for the duration of the Event.
4. Events must be private functions, by invitation only. The Community Room and the grounds surrounding the Community Room may **NOT** be used for any income-generating events, such as craft or jewelry sales, bazaars, books sales, or any other type of business transaction, etc.
5. No fee may be charged for admission to or attendance at the Event.
6. The Rental Party may cancel the reservation without penalty by sending written notice to the District Manager at least forty-eight (48) hours in advance of the Event. The failure to do so will result in the forfeiture of the Use Fee.
7. The Rental Party must inspect the Community Room at the start of the Event and notify the Pool

Manager Representative or District Manager of any damage or other issues with equipment and/or cleanliness. An "Inventory Checklist" is provided for review with the Community Room Rental Agreement attached to these Regulations. The Rental Party is required to complete the Inventory Checklist and to return it to the Pool Manager Representative during pool season or District Manager during the rest of the year, at the time the Community Room is vacated. Failure to report damage will result in the Rental Party accepting responsibility for all existing damage.

8. The Community Room may not be decorated without the prior approval by the Pool Manager. Nails, tacks, tape and other damaging items are not permitted.
9. Occupancy inside the Community Room **MUST NOT exceed 47 people** at any given time, and the front doors must remain unlocked during the Event.
10. No animals except domesticated service animals are permitted in the Community Room.
11. No smoking or vaping/e-cigarette use is allowed in the Community Room. The Rental Party agrees that a violation of this provision will result in the forfeiture of the full Deposit and the imposition of an additional \$500 fine.
12. Music is permitted inside the Community Room, but the doors must remain closed while music is playing. No outdoor music is allowed due to the proximity of the Community Room to surrounding residences. Excessive noise will be grounds for immediate revocation of the right to use the Community Room.
13. Events must be confined to the Community Room and its restrooms (guests may not access utility closet). Guests may not disturb other residents. Guests under the age of 21 must be supervised at all times, and the Rental Party is responsible for the behavior of all guests. The side door to the pool area must remain closed unless pool use has been authorized in the Community Room Rental Agreement. Security camera surveillance in the Community Room and pool areas may monitor all Community Room activities to ensure public safety and compliance with these Regulations.
14. When open for the season, the pool is available for use during Events but may not be reserved for exclusive use by any group. The pool area may not be accessed nor used in the winter when the pool is closed. If the Rental Party would like to request access to the pool for guests during the Event, the Rental Party must request use from the District's Pool Manager in a separate rental to be confirmed by Pool Manager. Requests for use of the pool must be submitted to the Pool Manager at least two (2) weeks in advance, and if needed, the Rental Party is responsible for hiring additional lifeguards through the District's pool management company at least seven (7) days prior to the Event to ensure adequate lifeguard coverage. Unless otherwise indicated, the number of estimated guests listed in the Community Room Rental Agreement will apply to both the Community Room rental and pool use. If additional lifeguards are required and are not hired in advance, the Event must be restricted to the Community Room, and the pool may not be used. **Pool hours will remain the same as posted, and hours will not be extended for any Event. All non-resident guests MUST sign the District's pool use waiver and obey all other rules and regulations as set forth in the District's current Member and Guest Manual to have access to and use of the pool in connection with an Event.**
15. Alcoholic beverages **may not** be served nor consumed within the Community Room. Illicit drugs, including marijuana, in any form are not allowed in or around the Community Room or any other

District property.

16. The Community Room must be restored to its original condition at the end of the reserved Event time; all decorations must be removed, all hard surfaces must be wiped down, and all trash must be placed in the Community Room trash bin. All equipment and furniture must be cleaned and returned to the proper storage locations or removed, as applicable, and all items brought into the Community Room by the Rental Party must be removed.
17. Events are permitted to last until 10:00 pm all days of the week. **The Community Room must be vacated by the end of the reserved Event time (there is no set-up/clean-up time outside the reserved time).**
18. A unique Key Code for access to the Community Room using the key pad located at the Northwest side of the building, will be issued on acceptance of the reservation. The rental is for the exact rented times, no additional setup or clean up times are available. The door to the Community Room will lock automatically. No access to the pool deck is allowed unless specifically arranged in advance with the Pool Manager, and only during the pool season. Otherwise, all other doors will remain locked during any rental, unless for emergency exit purposes.
19. The Rental Party assumes all liability for losses or damages arising out of or related to the use of the Community Room for the Event. The District is not responsible for any lost or stolen items.
20. The Rental Party agrees to be responsible for all costs and expenses incurred by the District to restore the Community Room to the condition it was in immediately preceding the Event, including, but not limited to, any additional cleaning costs and costs of repair or replacement for lost or damaged real or personal property. The Rental Party is expected to perform cleaning to meet the prior condition. These costs and expenses will be deducted from the Deposit and, to the extent the amount exceeds the Deposit, will be invoiced to the Rental Party and payable to the District within thirty (30) days after notification. If any invoice charges are not paid within thirty (30) days, interest shall accrue at a rate of eighteen (18%) per annum from the thirtieth (30<sup>th</sup>) day following the date of the invoice until paid.
21. The Deposit will not be assessed if and to the extent the Community Room is left in a condition acceptable to the District and the Rental Party has complied with all District policies, including, but not limited to, these Regulations. The District will refund the Deposit, or any amount remaining thereof, if any, to the Rental Party within thirty (30) days from the first business day immediately following the Event.
22. **A violation of any of the District's policies, including but not limited to, these Regulations, may result in forfeiture of the Deposit, and/or immediate revocation of the right to use the Community Room during the Event and in the future.**
23. The District may refuse use of the Community Room at any time and may revoke the privilege of use whenever it deems necessary, including after a Community Room Rental Agreement has been entered into, with no liability therefor.



## Cherry Creek Vista Park & Recreation District

# Community Room Application and Rental Agreement

Name of Rental Party (individual and organization, if applicable):

\_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: (     ) \_\_\_\_\_ Alt/Cell #: (     ) \_\_\_\_\_

Email address: \_\_\_\_\_

Event Date Requested: \_\_\_\_\_ Purpose of Rental: \_\_\_\_\_

Event Time: From \_\_\_\_\_ am/pm To: \_\_\_\_\_ am/pm

Est. Number of Guests: \_\_\_\_\_ (capacity is 47 for Community Room; capacity is 250 for evening parties / 25 during the day for parties at pool)

Pool Use Requested – please indicate YES or NO:

- YES  
 NO

**(Pool may NOT be used without prior arrangement with Pool Manager for lifeguards)**

Est. Number of Guests for Pool Access\*: \_\_\_\_\_

\*Depending on the number of guests who are estimated be present at the Event and using the pool, you must hire additional lifeguards through the District's pool management company at least seven (7) days prior to the Event to ensure adequate lifeguard coverage. If additional lifeguards are not hired in advance, the Event must be restricted to the Community Room.

FOR RESIDENTS – Required to be submitted with Community Room Application and Rental Agreement:

- Deposit of \$500 – ***Paid to Cherry Creek Vista Park & Recreation District via Civic Rec***
- Use Fee of \$65.00 per block – ***Separate fee paid to Cherry Creek Vista Park & Recreation District via Civic Rec***
- Signed Community Room Application and Rental Agreement - ***Executed via Civic Rec***

FOR NON-RESIDENTS – Required to be submitted with Community Room Application and Rental Agreement:

- Deposit of \$500.00 – ***Paid to Cherry Creek Vista Park & Recreation District via Civic Rec***
- Use Fee of \$100 per block – ***Separate fee paid to Cherry Creek Vista Park & Recreation District via Civic Rec***

- Signed Community Room Application and Rental Agreement- *Executed via Civic Rec*

The Rental Party and Cherry Creek Vista Park & Recreation District (the "District") agree to the terms and conditions of this Community Room Application and Rental Agreement ("Community Room Rental Agreement") regarding the use and rental of the District's community room, located at 11350 E. Orchard Rd., Englewood, CO 80111 (the "Community Room") by the Rental Party and its guests.

The Rental Party agrees on behalf of itself and its guests to comply with all District regulation and policies, including but not limited to the Community Room Private Event Regulations, and applicable state and local laws, ordinances, and regulations ("Laws") and agrees that a violation of any District regulations, policies or Laws may result in forfeiture of the Deposit and immediate revocation of the right to use the Community Room for the requested Event and any or all future events. The Rental Party agrees to assume all liability for losses or damages arising out of or related to the use of the Community Room for the Event and agrees that the District shall not be responsible for any lost or stolen items.

The Rental Party agrees to be responsible for all costs and expenses incurred by the District to restore the Community Room to the condition it was in immediately preceding the Event, including, but not limited to, any additional cleaning costs and costs of repair or replacement for lost or damaged real or personal property. The Rental Party shall be responsible to pay such costs and expenses regardless of whether such costs and expenses exceed the Deposit amount.

The Rental Party, its successors and assigns, waive and release all liability and will forever defend, indemnify, and hold harmless, the District, the District'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 District's Community Room by the Rental Party, its licensees, invitees, agents, contractors, subcontractors, employees, successor, and/or assigns.

Nothing in this Community Room Rental Agreement shall be construed to waive, limit, or otherwise modify the monetary limitations or any other rights, immunities, or protections afforded to the District, its respective officials, employees, contractors, agents, or any other persons acting on behalf of the District by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101, et seq., as the same may be amended.

This Community Room Rental Agreement is not transferable. Capitalized terms not defined herein have the meaning ascribed to them in the Cherry Creek Vista Park & Recreation District Community Room Private Event Regulations.

**Rental Party understands and agrees that this reservation is not valid unless issued by an authorized representative of the District. Rental Party further understands and agrees that this Community Room Rental Agreement may be changed, cancelled, or terminated by the District at any time and for any reason without liability to the District therefor. The District reserves the right to refuse use of the Community Room at any time and may revoke the privilege of use whenever it deems necessary.**

By my signature below, I attest that I have read, understand, fully agree with and agree to abide by all terms and conditions of this Community Room Rental Agreement.

Rental Party Signature (via Civic Rec): \_\_\_\_\_ Date: \_\_\_\_\_

Date Deposit Received \_\_\_\_\_ Amount \$ \_\_\_\_\_  
Date Use Fee Received \_\_\_\_\_ Amount \$ \_\_\_\_\_

# Cherry Creek Vista Park & Recreation District

## Community Room Inventory Checklist

Checklist form is given to Community Room renter with key code and must be returned to Pool Manager during the summer season or emailed to [info@ccrider.us](mailto:info@ccrider.us) during the seasons when the pool facility is closed.

Name [Click here to enter text.](#)

Event Date [Click here to enter text.](#)

<i>Items To Be Completed</i>	<i>Condition Upon Arrival</i>	<i>Condition Upon Departure</i>
<b>INTERIOR:</b>		
Return furniture/accessories to original position		
Stack chairs		
Clean and empty kitchen, microwave, fridge		
Decorations removed (no tape, staples or pins allowed)		
Place trash in Community Room trash bin, tidy restroom		
<b>OUTSIDE PERIMETER:</b>		
Tidy up and place trash in outside trash bin enclosure		
<b>AS YOU LEAVE</b>		
Close windows, step stool is available for reaching high windows		
Turn off lights		
Set thermostat @ 68° F during winter and 75 ° F during summer		
Close front door to ensure door is locked		
Ensure side doors to pool deck are locked (during summer only—pool deck should not be accessed during off-season except as emergency exist)		
<b>RETURN CHECKLIST FORM to Pool Manager during the summer season or District Manager via email to <a href="mailto:info@ccrider.us">info@ccrider.us</a> when the pool facility is closed</b>		

Rental Party Signature: \_\_\_\_\_

Date: [Click here to enter text.](#)