



# The Village of Five Parks Master Association, Inc.

## Rental Agreement for Depot Facilities

13810 West 85<sup>th</sup> Drive, Arvada, CO 80005 Office Phone: 303.403.0377

\*If there is not an employee there 30 min prior to event, please call:  
720.628.7134

Five Parks Resident: Yes No

Five Parks Business: Yes No

Name \_\_\_\_\_ Phone: (W/C) \_\_\_\_\_  
(H) \_\_\_\_\_

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

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Rates listed are per hour and are based on whether you are a Five Parks Resident (Res), Five Parks Business (5Bus), or a Non-Five Parks Resident or Business (Non-res). **NOTE: Maximum building occupancy for all simultaneous use, including the Platform Five exercise facility (non-rentable), is 220 people.**

\_\_\_\_\_ **Great Room**

\$55 Res / \$65 5Bus / \$90 Non-res  
Total: \$ \_\_\_\_\_

(Includes Patio Area and Kitchen, Grill excluded)

Refundable damage deposit - \$200 Res / \$500 Others  
*Max amount of people 100*

\_\_\_\_\_ **Patio Area Only** (outside off Great Room)

\$45 Res / \$55 5Bus / \$65 Non-res  
Total: \$ \_\_\_\_\_

(Grill excluded)

Refundable damage deposit - \$200 All  
*Max amount of people 75*

\_\_\_\_\_ **Grill**

\$80 Res / \$100 Non-res  
Total: \$ \_\_\_\_\_

(Includes Propane)

Personal Grills and or Propane are Not Permitted

\_\_\_\_\_ **Multi-Purpose Room**

\$40 Res / \$55 5Bus / \$65 Non-res  
Total: \$ \_\_\_\_\_

Refundable damage deposit - \$200 Res / \$300 Others  
*Max amount of people 14*

\_\_\_\_\_ **Conference Room**

\$30 Res / \$35 5Bus / \$40 Non-res  
Total: \$ \_\_\_\_\_

Refundable damage deposit - \$100 All  
*Max amount of people 15*

\_\_\_\_\_ **Outdoor Plaza (East of Depot)**

\$55 Res / \$65 5Bus / \$90 Non-res  
All Total: \$ \_\_\_\_\_

(Grill excluded)

Refundable damage deposit - \$200

\_\_\_\_\_ **Outdoor Amphitheater & Artificial Turf Area** (Grill excluded)

\$65 Res / \$75 5Bus / \$100 Non-res  
Total: \$ \_\_\_\_\_

Refundable damage deposit - \$200 Res / \$500 Others

Total facility rental fees: \$\_\_\_\_\_



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**Amenities:**

Eight 5-foot round and two 6-foot rectangular tables and XX folding chairs are included in your rental fee for the Great Room, the Patio, the Outdoor Plaza, the Multi-Purpose Room and/or the Amphitheater Stage area ONLY.

**Date of Function** \_\_\_\_\_ **Type of Function** \_\_\_\_\_

**Number of guests** \_\_\_\_\_ **Time requested** \_\_\_\_\_

**Food and Beverages:**

Is Kitchen being used? Yes or No (Circle one)

Is food and beverages being provided by renter? Yes or No (Circle one)

Is food and beverage being catered in? Yes or No (Circle one)

Music Live or recorded (Circle one)

Alcohol? Yes or No (Circle one) Note: you must designate a "bartender" or "pourer". \_\_\_\_\_ (Initial)

\*If alcohol is being served, a Renter's Host Liquor Liability Insurance Policy is not required but is highly recommended.

Outside Vendor: Décor or other services \_\_\_\_\_



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\_\_\_\_\_(Initial) **Five Parks Residents may reserve dates up to 1 year in advance;** Five Parks Businesses may reserve up to 6 months in advance; Non-Residents may reserve no more than 3 months in advance.

\_\_\_\_\_(Initial) **Half the rental fee is due 60-days prior to the event** or upon reservation.

\_\_\_\_\_(Initial) **Final payment is due no later than 14 days prior to the event.** In the case of **cancellation within 14 days** of the event, half the rental fee will be withheld.

\_\_\_\_\_(Initial) If the event runs longer than reserved, **additional fees of TWICE the normal hourly rate will be collected.**

\_\_\_\_\_(Initial) **DAMAGE DEPOSIT WILL BE KEPT for EXCESSIVE DISTURBANCE to the neighborhood** (for example, loud noise or interfering with other outside activities, like a movie or concert) **or ANY DAMAGE to the Depot Facility INCLUDING CARPET AND FURNITURE.**

\_\_\_\_\_(Initial) **WARDROBES AND SPEAKER TABLE ARE NOT TO BE MOVED, THEY ARE FIXED TO WALL.**

\_\_\_\_\_(Initial) **NO HELIUM BALLOONS IN GREAT ROOM.**

\_\_\_\_\_(Initial) **NO CANDLES IN GREAT ROOM OR DEPOT FACILITY except on birthday cakes.**

\_\_\_\_\_(Initial) **NO USE OF SCOTCH TAPE IN GREAT ROOM OR DEPOT FACILITY.** Decorations may be hung with non-abrasive tape such as masking tape or painters' tape, but no scotch tape, tacks, pins, or nails may be used for decorations.

\_\_\_\_\_(Initial) **THIS IS A NON-SMOKING FACILITY. SMOKING IS PERMITTED NORTH OF THE AMPHITEATER AND EAST OF THE DEPOT BUILDING.**

\_\_\_\_\_(Initial) **A complete facility walk through (with the designated Renter) is required upon completion of event.**

\_\_\_\_\_(Initial) **Waiver of Liability:** The Village of Five Parks Master Association, Inc. is overseeing rentals and staffing for events at The Depot facilities. The Village of Five Parks Master Association, Inc. will not assume responsibility for any injury while participating in any rental event. The Village of Five Parks Master Association, Inc. will not be liable for lost or stolen items while guests or program participants are using the facilities on the rental premises. I, the undersigned, for myself, my heirs, and assigns, do hereby release The Village of Five Parks Master Association, Inc. from any claims for injury, death, and/or loss or damage I may suffer as a result of my rental.

\_\_\_\_\_(Initial) **I have read and will abide by all the Terms and Conditions of the Rental Agreement.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**A DAMAGE DEPOSIT MUST BE SUBMITTED WITH THIS FORM**

**TO SECURE A DATE AND STAFFING.**



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### For office use only:

**Deposit by Check or Credit Card:** Visa, MC, or Discover (circle one)

Check # \_\_\_\_\_

Name as it appears on Check \_\_\_\_\_

**Damage Deposit Returned**

Date and signature of person returned to \_\_\_\_\_

**Deposit Shredded** (Date, Initial, Authorized by) \_\_\_\_\_

Name as it appears on Credit Card \_\_\_\_\_

Credit Card # \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Security Code: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_

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**Room set up:**

**We do not set up, or clean up, for the residents. We allow 30 minutes before the function starts to set up, and 30 minutes after the function ends for clean-up, at no additional charge. If additional time is needed for set up and/or clean up, it must be figured into the rental time. We can have the tables and chairs in the specific room and the refrigerator and kitchen clean and ready.**

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**Payment allocation:**

**By Check**

1<sup>st</sup> Pmt: Check#, Amount, Date, Staff Initial \_\_\_\_\_

2<sup>nd</sup> Pmt: Check#, Amount, Date, Staff Initial \_\_\_\_\_

**Extended Hours – Additional Fee Payment:**

Note amount, payment, date, staff initial

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## TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

In order to rent a facility at the Depot, the Renter must be:

A minimum of twenty-one (21) years of age

The adult renter must be in attendance during the entire time of the planned event

*Half the rental fee is due 60-days prior to the event or upon reservation, whichever is later. Final payment is due no later than fourteen (14) days prior to the event. In the case of cancellation within fourteen (14) days of the event, half the rental fee will be withheld.*

### The Rental Fee schedule is as follows:

Rates listed are per hour and are based on whether you are a Five Parks Resident (Res), Five Parks Business (5Bus), or a Non Five Parks Resident or Business (Non-res):

Great Room including Kitchen and Patio Area	\$55 Res / \$65 5Bus / \$90 Non-res per hour
Patio Area Only	\$45 Res / \$55 5Bus / \$65 Non-res per hour
Multi-Purpose Fitness Room	\$40 Res / \$55 5Bus / \$65 Non-res per hour
Multi-Purpose Kids Room	\$40 Res / \$55 5Bus / \$65 Non-res per hour
Conference Room	\$30 Res / \$35 5Bus / \$40 Non-res per hour
Outdoor Plaza (East of Depot)	\$55 Res / \$65 5Bus / \$90 Non-res per hour
Outdoor Amphitheater & Artificial Turf Area	\$65 Res / \$75 5Bus / \$100 Non-res per hour

***All rentals will be charged for the entire length of their event, which will include 30 minutes prior to and 30 minutes after scheduled time to set up and clean up. If the event runs longer than reserved, additional fees in the amount of TWICE the normal hourly fee will be collected.***

A refundable **damage deposit** is required and must be paid at the time of reservation and upon the execution of this agreement in conjunction with the rental fee. The damage deposit fee schedule is as follows:

Great Room including Kitchen and Patio Area	\$200 Res / \$500 Others
Patio Area Only	\$200 All
Multi-Purpose Fitness Room	\$200 Res / \$300 Others
Multi-Purpose Kids Room	\$200 Res / \$300 Others
Conference Room	\$100 All
Outdoor Plaza (East of Depot)	\$200 All
Outdoor Amphitheater & Artificial Turf Area	\$200 Res / \$500 Others

***If an excessive disturbance to the neighborhood occurs (for example, loud noise, interfering with another activity like an outdoor movie or concert, or any neighbors complaining of excessive noise) the damage deposit may be kept.***

Payment of the rental fees and deposit, as well as any staffing/amenity fee that may apply must be submitted in the form of a personal check or certified funds made payable to the "Village of Five Parks Master Association".

***Please note that the Depot Staff is NOT responsible for event setup, and all rentals will be required to clean the facility after the event to receive the damage deposit back. If rooms will not be cleaned properly by renters or trash not removed, a \$50 fee will be charged for after-hours and/or additional staff.***



## **The Village of Five Parks Master Association, Inc. Rental Agreement for Depot Facilities**

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### **Alcoholic Beverages:**

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

1. No fee will be charged, either directly or indirectly, i.e., no cash bar, for the sale or consumption of alcoholic beverages.
2. No alcoholic beverages, including 3.2 beer, will be served at any time to any person who is under the age of 21 or to any intoxicated person.
3. Renter acknowledges that the Depot does not hold or maintain a liquor license and this permission to serve beverages does not constitute a liquor license.
4. If any adult attending the event is abusing or misusing alcohol on the Depot Premises, Renter will take action to have such activities stopped and if necessary, will notify the police to seek assistance.
5. A Bartender and/ or designated pourer will serve all alcoholic beverages at the event.
6. Renter agrees that Renter is solely responsible for any claim or liability that arises as a result of serving of alcoholic beverages at Renter's event.
7. Alcoholic beverages may not be served prior to the event time or during the last half hour of the event time.
8. If Renter obtains Host Liquor Liability Insurance they shall provide a copy of such insurance at least Seven (7) calendar days prior to the reservation date.

### **Other Terms and Conditions:**

Village of Five Parks Master Association, Inc. reserves the right to reject any rental request if it is determined that the rental:

1. Competes with any programs that are offered by Village of Five Parks Master Association, Inc.
2. Disrupts or impairs Village of Five Parks Master Association, Inc. normal operations.
3. Is inconsistent with the image, reputation, purpose or function of Village of Five Parks Masters Association, Inc.
4. Any other reason as determined by the Board of Directors of Village of Five Parks Masters Association, Inc.
5. Is open to the general public.

In the event a rental request is rejected, the Village of Five Parks Master Association, Inc. shall have no liability, whether direct, indirect, or consequential, to the Renter or any other person for damage or other remedy, except for a refund of the rental fee and deposit on the condition and in accordance with the terms of this paragraph.

Reservations are made on a first come, first served basis with these exceptions: Five Parks Residents may reserve dates up to 1 year in advance; Five Parks Businesses may reserve up to 6 months in advance; Nonresidents may reserve no more than 3 months in advance. Your reservation can not be accepted if the space requested is already booked. Community events on the calendar, sponsored by the Village of Five Parks Master Association, will take precedence.

Set up of the room is the responsibility of the Renter unless prior arrangements are made with the Village of Five Parks Master Association, Inc. Decorations may be hung with non-abrasive tape such as masking tape, but no scotch tape, tacks, pins, or nails may be used for decorations. No helium balloons are allowed in the Great Room of the Depot. Village of Five Parks Master Association, Inc. does not provide audio visual equipment of rentals; however, equipment may be brought in.

Clean up of the room is the responsibility of the Renter. Village of Five Parks Master Association, Inc. will assist in the breakdown of all table and chairs and will provide general custodial supplies. Stains on the walls



and flooring are the responsibility of the Renter. If the room is not thoroughly cleaned, as determined by the Village of Five Parks Master Association, Inc. staff, cleaning charges will be assessed to the Renter at the sole discretion of Village of Five Parks Master Association, Inc. It is the responsibility of the Renter to conduct an entry and exit walk through with a Village of Five Parks staff member to verify the condition of the room.

Village of Five Parks Master Association, Inc. is not responsible for directional signage informing participants' room location for private events. The Renter may hang additional signs with authorization from a Village of Five Parks Master Association, Inc. staff member.



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No solicitation is allowed on Village of Five Parks Master Association, Inc. property. The Village of Five Parks Master Association, Inc. name or logo may not be used as an endorsement.

A Certificate of Insurance (COI) in an amount acceptable to the Village of Five Parks Master Association, Inc. naming the Village of Five Parks Master Association, Inc. as an additional insured, may be required of any Renter and/ or its guests as a condition of the Village of Five Parks Master Association, Inc. entering into this agreement. Supervision by the Renter signing this agreement is required in all areas subject to this agreement. Failure to do so will be grounds for immediate termination of the event and participants will be asked to leave the Facility.

Renter acknowledges that, except as specifically provided herein, Renter will not have exclusive use of the Premises or the Depot and that other portions of the Premises and the Depot may be used by different individuals or entities. During the scheduled use period of Renter's use, Renter will have exclusive use of the rented Premises, except in the event of an emergency.

All events in the Facility are specifically for the Renter's invited guests. Events open to the general public will not be permitted.

All participants of the event must be out of the Facility by 11:30 p.m.

The use of the Pool Facility during an event held after hours is strictly prohibited, unless additional agreement is made with the Village of Five Parks Master Association, Inc.

Renter acknowledges that the Depot is a non-smoking facility. Smoking is strictly prohibited anywhere within the interior of the Depot. Smoking is allowed outside of the Facility in specific designated locations.

Renter acknowledges all guests may only park in the Depot parking lot located to the west of the building and/or in public spaces on the surrounding streets. The parking lots to the north and east of the Depot may NOT be used for parking for events at the Depot.

Outdoor events renting and using either the Outdoor Plaza (East of Depot) or the Outdoor Amphitheater & Artificial Turf Area may also use the real lawn grassy area of Leander Park adjacent to these; however, the Renter agrees they will be responsible for all cleanup and repair of damage to any cement, artificial and real lawn areas due to their use. Any significant or permanent damage caused to either the artificial or real lawn turf or other landscaping will be assessed, and all costs associated with replacement or repair will be responsibility of the Renter.

Use of the Facility may be subject to such additional use restrictions as may be imposed by the Association's Board of Directors or the Residential Support Specialist, which may include, but are not limited to:

1. Restrictions on plans for decorating the Facility during the event.
2. Restrictions on beverages served or consumed inside of the Facility.

3. 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 the City of Arvada, requirements of the local police and fire departments, and the Covenants, Conditions and Restrictions, Bylaws, Articles and all other rules and regulations of the Village of Five Parks Master Association, Inc.

This Agreement is not transferable. Violation of this provision of any Agreement or any Village of Five Parks Master Association, Inc. rule or procedure, or regulation, will result in the immediate termination of this Agreement and planned event.



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Village of Five Parks Master Association, Inc. 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, Village of Five Parks Master Association, Inc. staff will notify the Renter as soon as possible. If the Renter and Village of Five Parks Master Association, Inc. 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.

The Renter is responsible for paying full replacement cost and full repair cost, as determined by the Village of Five Parks Master Association, Inc. for any property loss or damages resulting from the use of Village of Five Parks Master Association, Inc. property by a Renter or the Renter's guest.

The Village of Five Parks Master Association Inc. will not assume responsibility for any injury while participating in any rental event, nor be liable for lost or stolen items while guests or program participants are using the facilities on the rental premises.

Renter assumes all liability and responsibility for the actions of their guests and invitees including, but not limited to, any and all damages to the Property by Renter, their guests and/or invitees as a result of this Agreement.

THE ASSOCIATION MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE FACILITIES FOR RENTER'S PURPOSES. IN NO EVENT SHALL THE ASSOCIATION, ITS SUCCESSORS, ASSIGNS, AND/OR LEGAL SUBSTITUTES BE LIABLE FOR ANY REGULAR, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION ARISING OUT OF OR IN CONNECTION WITH RENTER'S USE OF THE FACILITIES.

Renter, for his/her/itself, his/her/its successors, assigns, and legal substitutes, and on behalf of any other attendee, whether invited or uninvited (collectively the "Releasors"), does hereby waive, discharge, acquit and forever release the Association, its officers, directors, employees, servants, agents, consultants, licensees, invitees, authorized volunteers, successors, assigns, and legal substitutes (collectively, the "Releasees"), from any and all known and unknown injuries, claims, causes of action, damages, losses, liabilities, costs, expenses and/or demands, including but not limited to, court costs and attorneys' fees, of whatsoever kind or nature, which Releasors now have or may ever have against the Releasees arising out of, resulting from, or alleged to arise out of or from, directly or indirectly, in whole or in part, the Releasors' attendance or presence on Association property or within the community, including but not limited to, injury or damages caused by negligence on the part of Releasees. The Releasors further waive and relieve the Releasees from any and all responsibility and liability related to the Renter's breach of this Agreement, including but not limited to service of alcoholic beverages to, and consumption of alcoholic beverages by, all persons attending or present during the event. The Releasors acknowledge and understand that included within the scope of this waiver and release is any cause of action the Releasors have or may have arising from the Association's performance or failure to perform, negligent or otherwise, construction, operation, maintenance, inspection, supervision or control of the

community and and/or from the failure to warn of dangerous conditions existing in the community.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The Renter certifies that he/she has read, understands, will abide by and will communicate to all individual users the Village of Five Parks Master Association, Inc., policies, rules and regulations as stated herein and the facility is under CCTV.