

INDIAN MOUNTAIN METROPOLITAN DISTRICT

PO Box 25, Como, CO 80432

Facilities Lease Agreement

THIS FACILITIES LEASE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20____ by the Indian Mountain Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is PO Box 25, Como, Colorado 80432, hereinafter referred to as “Lessor” or the “District,” and _____, whose Indian Mountain address is _____, hereinafter referred to as “Lessee,” who must be a current property owner of Indian Mountain subdivision.

The parties hereto agree as follows:

1. Description of the Premises: Lessor hereby leases to the Lessee the _____ located in the Indian Mountain subdivision in Park County, subject to all of the terms and conditions hereinafter stated.
2. Term of Lease: The Facilities (including any equipment, furniture, lighting, utilities) may be occupied and used by the Lessee solely for the purpose of:

_____.

The term of said lease shall commence on _____ at _____.

The term of said lease shall conclude on _____ at _____.

3. Fees: The fees are based on the real costs associated with utilities, program administration, kitchen and bathroom supplies, and depreciation of the equipment and facilities. We only accept checks. No credit cards or cash.
 - a. For Private Use of the Community Center: The Lessee shall pay the Lessor in advance the amount of \$100.00 per day plus \$1.00 for every person exceeding 15 persons. If Lessee desires to use the kitchen (including appliances), the Lessee shall pay the Lessor in advance an additional charge of \$50 per event.
The Alcohol Service Policy must be agreed to and signed.
 - b. For Use of the Lodge: The Lessee shall pay the Lessor in advance \$85 for a day-time function, \$85 for one overnight, \$170 per weekend (Addl. Nights \$75 per). If you would like linens provided for your stay, there will be an additional charge of \$30.
Check-in time is at 2:00 pm and check-out time is at 11:00 am.

Please check all Fees that apply:

| | | |
|--|------------------------|-----------------|
| <input type="checkbox"/> Community Center Rental | \$100 x _____ day(s) = | \$ _____ |
| <input type="checkbox"/> Kitchen Use (per event) | \$ 50 | \$ _____ |
| <input type="checkbox"/> \$1 for every person over 15 people | \$ 1 x _____ | \$ _____ |
| <input type="checkbox"/> Lodge Rental (1 st two days) | \$85 x _____ day(s) = | \$ _____ |
| <input type="checkbox"/> Lodge Rental additional days | \$75 x _____ day(s) = | \$ _____ |
| <input type="checkbox"/> Linens (one time charge per stay) | \$30 | \$ _____ |
| TOTAL FEES: | | \$ _____ |

4. Deposit: The Lessee agrees to deposit with the Lessor the sum of \$250 (two hundred and fifty dollars) for the Facility use outlined in this Agreement, to be held by the Lessor as a cleaning and/or damage deposit. The Lessee agrees to leave the Facilities in their original condition and vacate at the agreed time. The deposit shall be returned at such time as Lessor has inspected the Facilities and is satisfied as to the condition under which Lessee has surrendered the Facilities and has confirmed that Lessee has returned the key. Lessor may use all or any part of the deposit to satisfy the cost incurred by Lessor in returning the Facilities to the condition under which Lessee took possession. In the event that said costs incurred by Lessor exceed the amount of the deposit, Lessee shall remit to Lessor such additional sums as may be required to cover said costs, upon written request therefore by Lessor. Should Lessee fail to pay such sums to Lessor within seven days, Lessee agrees to pay all costs of collection, including, but not limited to, Lessor's reasonable attorney fees.

Please write a separate check for the deposit.

5. Rules and Regulations: Lessee's use of the Facilities shall be subject to the District's rules, regulations, policies and board directives ("Rules and Regulations") applicable to the Facilities. The District's Rules and Regulations may be modified by the District at any time without notice. The District's rules and regulations include, without limitation, the following items:
- a. Lessee shall maintain the Facilities in good condition at all times and surrender the Facilities in their original condition.
 - b. Lessee shall return all tables and chairs, cleaning supplies, and kitchen items to original position.
 - c. Lessee shall not affix objects on the walls, ceiling or any other part of the Facilities using nails, staples, push pins or tacks; Lessee shall use only non damaging materials.
 - d. Lessee shall be present and maintain order in the use of the Facilities at all times.
 - e. No illicit drugs or chemicals are allowed in the Facilities.
 - f. Lessee shall not disturb neighbors and shall limit noise levels, particularly after dark. Please respect the tranquility of the area and the Indian Mountain property owners.
 - g. Lessee shall clean up the area, removing all personal property from the Facilities; turning off all lights, fans, faucets, stoves, and kitchen appliances; closing all windows; and locking all doors when vacating premises.
 - h. Lessee shall communicate within 12 hours to the Indian Mountain manager any damages, accidents, conflicts, injuries or other problems.
 - i. Smoking is not permitted in the Facilities or within 30 feet of the doorways.

- j. Open fires (including candles), gasoline, propane lanterns and other combustibles are not permitted at any time.
 - k. All events will be completed by midnight.
6. Assignment: Lessee shall not assign or transfer this Agreement, nor sublease the premises.
7. Liability: In consideration of the permission granted by the District and the District's Board of Directors to the undersigned Lessee, or Lessee's family, guests, invites, agents or employees or to any person entering the Facilities for the use of the Park District facility designated above, Lessor shall not be liable for any damage or injury of or to the Lessee, or Lessee's family, guests, invites, agents or employees or to any person entering the Facilities or the building of which the Facilities are a part, including but not limited to, the deck, parking area or to goods or equipment located within the structure of which the Facilities are a part. Lessee hereby agrees to indemnify, defend and hold harmless the District, its officers, agents and employees, from any and all such claims, demands, liabilities or assertions of every kind and nature.

LESSEE: _____ DATED _____
(Signature) (MONTH/DAY/YEAR)

PRINTED NAME: _____

Mailing Address: _____

Phone #: _____ E-Mail _____

LESSOR: _____ DATED _____

Deposit Received: \$ _____ Check #: _____

Fees Received: \$ _____ Check #: _____

Exhibit A

**INDIAN MOUNTAIN METROPOLITAN DISTRICT
ALCOHOL SERVICE POLICY**

The District permits alcoholic beverages to be served at private events held on District property including the Facilities, under strict compliance with all applicable statutes, ordinances, and governmental regulations regarding the use and/or service of alcohol. Any Lessee or user of the District's facilities desiring to serve alcohol at a special event shall comply with the following requirements:

1. Lessee must arrange such alcoholic beverage service in advance through the District Manager.
2. Lessee may not sell alcohol on District Property.
3. "Last Call for Alcohol Policy": Lessee is responsible for making sure that the bar closes approximately one (1) hour before the event ends, but no later than 9:00 P.M. Sunday through Wednesday, and 11:00 P.M. Thursday through Saturday.
4. Any person consuming alcoholic beverages must be 21 years or older. Alcohol may not be served to any obviously intoxicated person. Alcohol may not be served for a period longer than four (4) hours without the prior written consent of the District Manager.
5. The District reserves the right to suspend alcohol privileges of the Lessee at any time for any reason.
6. The District strongly recommends that a professional bartender attend events where alcohol will be served to assure compliance and control consumption.
7. The District does not allow "hard" alcohol consumption under any circumstance. Beer or wine beverages only.

Agreed and Signed on: Date: _____

Signature: _____

Printed Name: _____