



INDIAN MOUNTAIN RECREATION AND PARK DISTRICT Facilities Lease Agreement

THIS FACILITIES LEASE AGREEMENT ("Agreement") is made and entered into this _____ day of _____ by the Indian Mountain Recreation and Park District, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is _____, hereinafter referred to as "Lessor" or the "District", and _____, whose address is _____, hereinafter referred to as "Lessee", who must be a current property owner of Indian Mountain subdivision.

BACKGROUND

The District provides park and recreation services to its constituents, including the provision of a Community Center, Lodge and Picnic Pavilion (the "Facilities"); and

The Lessee desires to use the Facilities for _____ [activity] on _____ [date(s)]; and

The District is willing to allow Lessee to use the Facilities for the purposes of such activity pursuant to the terms of this Agreement.

AGREEMENT

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: (be explicit) _____. The term of said lease shall commence at _____ and terminate at _____ on the _____ day of _____, 20__.

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).

a. For Use of the Community Center: The Lessee shall pay the Lessor in advance the agreed amount of \$ 40.00 minimum and \$1.00 per person over 15, as well as \$50 for use of kitchen(including appliances).

- b. For Use of the Lodge: The Lesser shall pay the Lessor in advance \$20 for a day-time function, \$40 for one overnight, or \$75 per weekend.
- c. For Use of the Picnic Pavilion: The picnic pavilion is free for property owners' use, but it can be reserved for an event with a refundable deposit fee.

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 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 attorneys fees.

THE LESSEE AGREES TO PAY THE AMOUNT OF \$ _____ FOR THE USE OF THE _____ FACILITY.
 We accept checks for the fees as well as the deposit. Sorry, no credit cards or cash.

5. Rules and Regulations. Licensee'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.

Exhibit A

INDIAN MOUNTAIN METROPOLITAN RECREATION AND PARK 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 President.
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 President.
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.