

HRCA FACILITY USE REGULATIONS

1. INTRODUCTION

- 1.1. The Highlands Ranch Community Association, Inc., ("HRCA") provides and licenses the use of certain meeting rooms for occasional use of its Members and the Highlands Ranch community in its various recreation facilities (the "Facilities" or, if referring to one of the Facilities, a "Facility"). Uses of the Facilities are limited to cultural events, meetings, social functions, training, and education (the "Function"). Use of the Facilities for the benefit of a private business including the sale of any product or service is prohibited.
- 1.2. In order to use the Facilities, the proposed User of the Facilities (the "User") must fill out and sign a Facility Use Application (the "Application") and enter into a Facility Use Agreement (the "Agreement"), which Agreement must be signed by the User and HRCA in order to be effective. An Application form may be obtained at any of the Facilities or online at HRCA's website at www.hrcaonline.org.
- 1.3. User may engage a third party caterer to provide food and beverage service at the Function only if HRCA has approved such third party caterer 30 days in advance of commencement of the Use Period. HRCA is not obligated to approve a third party caterer proposed by User. HRCA's approval may be withheld for any reason in its sole discretion. Any third party caterer providing food and beverage service at the Facility must enter into and comply with the terms of an Outside Catering and Bartending Agreement ("Catering Agreement") on HRCA's approved form of Catering Agreement. The Catering Agreement, fully executed by the third party caterer, along with valid proof of insurance as required under the Catering Agreement in a form acceptable to HRCA, must be submitted to HRCA no later than 15 days prior to the commencement of the Use Period, failing which, shall allow HRCA to withhold its approval of the Caterer.
- 1.4. The Agreement will specify, among other things, the room in the Facility that will be used for the Function (the "Premises"), the fee for the use of the Premises ("Facility Use Fee"), the description of the Function and the time and date of the use (the "Use Period"). The Catering Agreement will specify the Function at which the Caterer will provide food and beverage service and specify the Caterer's responsibilities and other terms and conditions upon which Caterer will provide services at the Facility.
- 1.5. Any use of the Facilities is subject to these Facility Use Regulations (the "Regulations"). These Regulations are binding on the User; and the Caterer, User's and Caterer's employees, contractors, representatives, guests and invitees and all other persons who attend the Function (collectively the "User Invitees"). HRCA reserves the right to change or amend the Regulations at any time in its sole discretion. The Community Manager of HRCA shall determine all matters not expressly covered by the Regulations.
- 1.6. The Community Manager or designated staff of HRCA approve the use of and administer the license of rooms in the Facilities in accordance with the general policies and procedures set forth in these Regulations. The contact telephone numbers for inquiries about reserving or using a room in the Facilities for a meeting or event are:

Recreation Center at Northridge - 303-471-8950
Recreation Center at Southridge - 303-471-7020
Recreation Center at Eastridge - 303-471-8858
Recreation Center at Westridge - 720-348-8202

2. FACILITIES

- 2.1. A complete list of rooms available for use, the capacity of each room and current Facility Use Fees are set forth in the Facility Use Schedule attached to these Regulations as Exhibit A. The terms of the Facility Use Schedule are subject to change by HRCA from time to time without notice.
- 2.2. Non-profit organizations may reserve the specific rooms at the Recreation Centers for up to two hours per reservation and up to four hours per month for a minimal fee. Full use rates apply to additional time and to all other rooms.

3. APPLICATION FOR USE AND RESERVATION PROCEDURES

- 3.1. HRCA and HRCA Board, Delegate and committee functions and events have priority over other uses of the Facilities.
- 3.2. Reservations are on a first-come, first-serve basis and may be made up to 60 days prior to the date of intended use, except that the Wildcat Auditorium at the Recreation Center at Southridge may be reserved up to 150 days in advance of the intended use.
- 3.3. The Facilities are closed on HRCA observed holidays. A list of HRCA observed holidays is set forth on HRCA's website at www.hrcaonline.org.
- 3.4. For multiple requests for the same Use Period, room reservations are taken on a space-available basis in the following order of priority: (1) HRCA functions and groups; (2) HRCA Members; (3) non-profit organizations, a member of which is also a Member of HRCA; and (4) Highlands Ranch based businesses. HRCA reserves the right to assign, and if necessary, reassign rooms to assure maximum and most appropriate use of the Facilities in its sole discretion.
- 3.5. HRCA reserves the right to reject any use it believes may: (1) compete with any program offered by HRCA; (2) disrupt or impair HRCA's normal operations; (3) be inconsistent with the image, reputation, purpose or function of HRCA, or (4) benefit a private business.
- 3.6. The full Facility Use Fee and Security Deposit are due and payable at the time an Application is delivered to HRCA and must accompany the Application. HRCA will not act upon an Application until payment in full of the Facility Use Fee and Security Deposit.
- 3.7. Reservations are not confirmed or effective until all Facility Use Fees and Security Deposits have been paid and the Agreement has been executed by the User and an authorized representative of HRCA. Telephone inquiries will be accepted, but an inquiry shall **NOT** be considered a confirmed reservation.

4. USER QUALIFICATIONS

- 4.1. Except as otherwise provided herein, a User (or if the User is an entity, the User's Representative or Contact Person named in the Application as the person responsible for the Function) must be: (1) a minimum of eighteen years of age (twenty-one years of age at functions in which alcohol will be served – Note: alcohol is permitted only at Wildcat Auditorium at the Recreation Center at Southridge and only with HRCA's written agreement); (2) current in paying all HRCA assessments; and (3) an HRCA Member, non-profit organization, a member of which is also a Member of HRCA, or a business with a place of business located within the Highlands Ranch Community.

- 4.2. All non-profit organizations are required to present valid documentation identifying them as tax-exempt 501(c)(3) organizations and/or non-profit entities. Failure to provide this documentation will result in a charge of the full Facility Use Fee.

5. **USE PERIODS**

- 5.1. Unless otherwise agreed to in writing by HRCA, all of the hours of the Use Period reserved must be on the same day and continuous.
- 5.2. A Function of more than one day must close down between the approved Use Period closing time on the first day and the approved Use Period opening time on the next day.
- 5.3. **Reservation hours include set-up and clean-up time.** An additional charge will be assessed for any time the Premises are used beyond the approved Use Period set forth in the Agreement, with a two-hour minimum charge for any use over the approved Use Period.
- 5.4. All Functions must be take place during HRCA's normal operating hours. See website for normal operating hours ("Closing Time"). Therefore, the User must clean up and completely vacate the Facility by Closing Time on the day of the Function.
- 5.5. Delivery of supplies and/or equipment, table settings, chairs and other items related to the Function **will not be accepted** at the Facility prior to the scheduled commencement time of the Use Period set forth in the Agreement, unless prior arrangements in writing have been made with HRCA.
- 5.6. A time change for the Use Period of a Function requires the prior written approval of HRCA. HRCA reserves the right to deny any requested time changes.

6. **FINANCIAL**

6.1. **Facility Use Fees**

- (a) Facility Use Fees for the rooms available for use at the Facilities are as set forth in the Facility Use Schedule attached to these Regulations as Exhibit A. All rates and terms of the Facility Use Schedule are subject to change at any time prior to approval of the Agreement, by HRCA, at the sole discretion of HRCA.
- (b) HRCA reserves the right to waive, reduce or modify Facility Use Fees and Security Deposits in its sole discretion.
- (c) Payment by check or money order shall not be effective until the check or money order clears and funds must be received by HRCA before the date of the Function.
- (d) All additional charges under the terms of the Agreement are due within ten days of the date of invoice by HRCA.
- (e) Interest at the rate of eighteen percent (18%) per annum from the date due will be charged to and are payable by User on any amount due to HRCA not paid when due.

6.2. **Security Deposit**

- (a) A Security Deposit must be paid in advance in accordance with the terms of the Agreement.

- (b) The Security Deposit will be deposited in the bank by HRCA upon receipt. HRCA may commingle the Security Deposit with other HRCA funds.
- (c) The Security Deposit, less any amounts deducted or withheld pursuant to the Agreement or these Regulations, will be refunded by HRCA thirty (30) days following the Function.
- (d) Deductions from the Security Deposit may be made for the cost of repair or replacement of HRCA property or the Facilities, any damages to the Facilities or any other HRCA property, cost of any extra cleaning, charges for use beyond the Use Period, indemnification obligations of the User and any other costs, charges or obligations owed by the User pursuant to the Agreement or these Regulations.
- (e) HRCA may withhold the return of the Security Deposit pending resolution of any disputed charges or claims.
- (f) The Security Deposit will not represent a limit on the damages or charges for which the User may be responsible and the User is responsible for paying the costs and charges in excess of the Security Deposit resulting from the use of the Premises, the Facility or HRCA property by the User or the User Invitees. All such costs and charges in excess of the Security Deposit are due within ten days of the date of invoice.
- (g) The determination of the assessment of additional charges will be at the sole discretion of HRCA and shall be deemed final and binding. Any reimbursement assessment assessed by HRCA against a Member of HRCA shall be imposed in accordance with the applicable provisions of the Declaration.
- (h) Security Deposits are not transferable.

6.3. Credit Card Payments

- (a) The following credit cards are accepted by HRCA when accompanied by photo identification: MasterCard, Visa, Discover and American Express. HRCA reserves the right to change its policy regarding acceptance of credit cards.
- (b) The following fees may be paid by credit card charge: Security Deposit, Facility Use Fees, equipment use fees and excess charges.
- (c) The refund of a Security Deposit paid with credit card will be made by credit to the applicable credit card account, subject to deductions as provided in these Regulations and the Agreement.

7. CANCELLATION AND TERMINATION

7.1. Cancellation by User

- (a) A User may cancel its reservation at any time prior to the Function by giving written notice to HRCA. A cancellation is not effective unless it is in writing and received by HRCA.
- (b) The Facility Use Fee and Security Deposit will be refunded for reservations cancelled in writing by the User seven (7) days prior to the Function, except as set forth in Section 10.4 below or unless it is provided in the Agreement or these Regulations

that HRCA otherwise has the right to retain some or all of the Facility User Fee and Security Deposit.

- (c) No refund of the Facility Use Fee will be made for any reservation cancelled by the User less than seven (7) days prior to the Function. The Security Deposit will be refunded for any reservation cancelled by the User less than seven (7) days prior to the Function, except as set forth in Section 10.4 below or unless it is provided in the Agreement or these Regulations that HRCA otherwise has the right to retain some or all of the Facility User Fee and Security Deposit.
- (d) Cancellation Policy for Debus Wildcat Mountain Auditorium. Due to the high demand for the Debus Wildcat Mountain Auditorium, notwithstanding anything otherwise set forth herein, User shall pay a \$50.00 cancellation fee for any reservation of Debus Wildcat Mountain Auditorium cancelled in writing by User forty-five (45) days or more before the Function. In such event, the Security Deposit and Facility Fee will be refunded. No refund of the Security Deposit or Facility Use Fee will be made for any reservation cancelled by the User less than forty-five (45) days prior to the Function.

7.2. Termination By HRCA

- (a) HRCA reserves the right to terminate any Agreement at any time without cause for any reason in its sole discretion. In the event of such termination, HRCA will refund to User in full the Security Deposit and Facility Use Fees. HRCA shall have no other liability to the User and User waives any claim for damages of any kind or nature claimed by the User as a result of any such termination.
- (b) HRCA may terminate any Agreement "for cause."
- (c) A termination "for cause" may be made by HRCA upon the occurrence of any of the following: User's breach of the Agreement; Caterer's breach of the Catering Agreement, User's or User Invitees' failure to observe these Regulations or any other Rules and Regulations or policies or procedures of HRCA; User providing incomplete or incorrect information in its Application regarding the activities or purpose of the Function or number in attendance; User or Caterer not being in possession of any required permits; or the existence of any conditions or circumstances, that in the sole opinion of HRCA, may provoke or may tend to provoke a breach of the peace or circumstances which may endanger the health, safety and well being of any person or result in the destruction of property.
- (d) If HRCA terminates the Agreement and the right to use the Premises for cause, HRCA will have the right to retain the entire Facility Use Fee and Security Deposit, which right will be in addition to any other rights and remedies HRCA may have under the Agreement or these Regulations.

8. USE POLICIES, PROCEDURES AND RESTRICTIONS

8.1. Alcoholic Beverages

- (a) **Alcohol may not be served, consumed or possessed for any Function**, other than certain Functions in the Wildcat Auditorium at the Recreation Center at Southridge for which the service or consumption of alcohol has been approved in writing by HRCA. Alcohol is prohibited at all other Facilities.

- (b) Unless provided in the Agreement that alcoholic beverages will be served at the Function, no alcoholic beverages may be present in the Premises, the Facility or on adjacent HRCA property before, during or after the Function.
- (c) Colorado State laws and regulations prohibit any party other than HRCA from bringing alcoholic beverages into the Facility, dispensing or serving alcoholic beverages at the Facility, or removing alcoholic beverages from the Facility. User shall comply with all state laws and regulations. Neither User or any User Invitee shall possess, sell, dispense, serve or remove any alcohol on or from the Facility. All alcoholic beverages shall be purchased through HRCA and all alcoholic beverage service must be arranged directly with HRCA prior to the Function.
- (d) Violation of any provisions regarding use or service of alcohol will result in immediate termination of the Function and HRCA will have the right, in addition to any other remedies, to retain the Facility Use Fee and Security Deposit.
- (e) The service, consumption and possession of alcohol by User and its Caterer or other User Invitees shall be in compliance with all Laws.

8.2. Restrictions on Use

- (a) Smoking is not allowed in the Facilities or anywhere on HRCA property.
- (b) No sales or advertisement promotion or solicitation of sales of goods or services of any kind is allowed in the Facilities or anywhere on HRCA property, including but not limited to signage, flyers and banners.
- (c) The HRCA name or logo, or likeness of any of the Facilities may not be used on invitations or in other promotional items or in any manner or media in connection with any Function or to promote or endorse any Function unless prior written approval has been granted by HRCA.
- (d) Animals are prohibited in HRCA Facilities with the exception of guide or service animals.
- (e) No food or beverages will be served during the Function except as described in the Agreement. User is responsible for arranging for such permitted food and beverages. User will not permit any third parties to sell or distribute food or beverages during the Function unless such third party has entered into a Catering Agreement with HRCA.

8.3. Access

- (a) HRCA shall control access to the Premises, the Facility and other HRCA property. User and User Invitees shall access and leave the Premises and Facility as directed by HRCA and User and User's Invitees shall remain at all times in the Premises during the Function. User and User Invitees shall not access any other area of the Facility before, during and after the Function unless otherwise agreed to in writing by HRCA.
- (b) Keys to the Premises, the Facility or other HRCA facilities will not be issued to any User for any reason and under any circumstances.

8.4. Decorations and Set-up

- (a) Set-up of the Premises (including tables and chairs and other equipment as agreed upon in the Agreement by the User and HRCA) will be completed by HRCA, unless prior arrangements are made with HRCA.
- (b) Prior to any set-up, User and Caterer, if applicable, will view the Premises and sign a Facility walk-through checklist with the Supervisor on Duty or other designated HRCA staff to verify the condition of the Premises and any other HRCA property.
- (c) Set-up times must be during the Use Period.
- (d) User and User Invitees may not make any alterations or improvements of any kind to the Premises or Facility.
- (e) Doorways, hallways, corridors, staircases and fire exits shall not be blocked or otherwise obstructed at any time.
- (f) User and User Invitees may not attach anything to walls, ceilings or floors of the Premises or the Facilities unless a request is made and is pre-approved in writing by HRCA.
- (g) All decorations are the sole responsibility of User.
- (h) Approved decorations may be hung in a room with a non-abrasive tape such as masking tape. No decorations or other materials of any kind may be attached by scotch tape, staples, tacks, pins, nails or glue. Upon termination of the use, as a part of User's clean-up, User shall remove all decorations and otherwise return the Premises to the same condition as when accepted by User.
- (i) Helium balloons are allowed but must be anchored and removed immediately after the Function.
- (j) Decorative water fountains, smoke, fog and fire machines are not permitted to be constructed or operated in the Facilities.
- (k) No candles or open flame devices are allowed in the Facilities with the exception of sterno with chafing dishes only as provided by the Caterer of the Function.
- (l) No rice, bird seed, confetti or any other such items shall be allowed in the Premises, Facilities or on any HRCA property.
- (m) HRCA does not provide any decorator services (table skirts, backdrops, table linens, etc.).

8.5. Deliveries

- (a) Deliveries associated with the Function are to be scheduled during the Use Period, i.e. during the hours that the Premises are reserved.
- (b) Storage of deliveries or Function supplies in the Premises or anywhere else at the Facilities is prohibited.

8.6. Entertainment

- (a) Use of an amplified sound system is subject, at all times, to the applicable noise ordinance restrictions of Douglas County, Colorado.
- (b) The HRCA Supervisor on Duty will be the final authority on whether the noise level, inside or outside of the Premises, is a nuisance and is authorized to take appropriate action to reduce or eliminate any excessive, disruptive or unusual noise, notwithstanding that the noise does not violate the applicable noise ordinance restrictions of Douglas County, Colorado.
- (c) Sound must be turned down at the request of the HRCA Supervisor on Duty or other HRCA staff and User will comply with all directives of the Supervisor on Duty or HRCA staff. Failure to comply may result in immediate termination of the Function and closure of the Premises.
- (d) All music/entertainment and activities are required to cease before the end of the Use Period to allow for proper dismantling and clean up activities.
- (e) If any entertainers, the Caterer or any other vendors hired by User require the use of electrical power in excess of what is reasonable and customary, HRCA reserves the right to assess an electrical usage fee not to exceed \$200.00.

8.7. Gambling and Fundraising

- (a) No fundraising activities and/or functions are permitted in the Premises or adjacent HRCA property unless pre-approved in writing by HRCA following full disclosure of the proposed activity by the User. HRCA may withhold its approval for any reason in its sole discretion.
- (b) No gambling, raffles, bingo or unlicensed games of chance shall be permitted in the Premises, the Facilities or adjacent HRCA property.

8.8. Signage

- (a) User and User Invitees may not erect signs, banners and displays anywhere on or in the Facilities or the Premises without prior approval in writing by HRCA.
- (b) Temporary signage, banners or displays are permitted only during the Use Period of the Function and must be approved by HRCA in writing prior to posting or set-up.

8.9. Use of Recreation Facilities

- (a) User and User Invitees shall not use the Premises for any other purpose or activities than the purpose and activities of the Function stated in the Agreement. Any other use will be a breach of the Agreement.
- (b) Access to any other room or area in the Facility other than the Premises, use of any other equipment in the Facility or participation in any recreation activity in the Facility other than what has been set forth in the Agreement and is in the Premises is prohibited.
- (c) Halls, sidewalks, entrances and exits may not be used for any purpose other than entering or exiting the building.

- (d) No set up of any kind related to the Function will be permitted in the halls, sidewalks, entrances, exits or any other part of the Facility other than the Premises without prior written approval by HRCA.
- (e) If the purpose of the Function allows User to use any other portion of the Facility, such as recreation areas and/or swimming pools, in addition to the Premises, such use is permitted only if specifically provided for in the Agreement. Any such use by User Invitees is subject to all appropriate HRCA guest fees and HRCA regulations that apply to such use. This includes, but is not limited to, a maximum of four (4) guests per household, unless a greater number is pre-approved in writing by HRCA.
- (f) If the purpose of the Function allows User to use any other portion of the Facility and participate in recreation activities in addition to using the Premises, User and all User Invitees shall be required to sign a form of "Waiver, Release of Liability, Assumption of Risk, Indemnification and Covenant Not to Sue" as required by HRCA from time to time and for the particular Function.
- (g) Regardless of whether a "Waiver, Release of Liability, Assumption of Risk, Indemnification and Covenant Not to Sue" form is signed, User will indemnify HRCA with respect to use by User and User Invitees as provided in the Agreement. All such use shall be at the sole risk of the User and User Invitees.

8.10. Use of Equipment and Furniture

- (a) Use of HRCA equipment and furniture which is located in the Premises at the time of the Function is permitted.
- (b) Standard tables and chairs will be provided by HRCA at an additional cost if included in the User set-up request and if provided for in the Agreement. Round tables are an upgrade from standard at an additional fee to User.
- (c) HRCA does not provide auditorium equipment (i.e., podium, lectern, etc.) except by special arrangement only as set forth in an executed Agreement.
- (d) Unless otherwise specifically agreed in an executed Agreement, Users holding Functions requiring audio-visual set-up must contract with a qualified audio-visual vendor acceptable to HRCA in its sole discretion. All cords and cables must be visibly secured and approved for safety.
- (e) No fixed equipment or furniture shall be moved or altered in any way by the User or User Invitees.
- (f) HRCA will charge the User for any unauthorized use of any HRCA equipment, furniture or other HRCA property in an amount as determined by HRCA in its sole discretion.
- (g) Furniture and equipment located in the Facilities is not available for loan or use off-site (i.e., outside of the Facilities) by any person or organization.
- (h) User will be responsible for any damage to any HRCA furniture and equipment caused by User or User Invitees. User will reimburse HRCA for the cost of repair or replacement of HRCA furniture and equipment immediately upon invoice by HRCA.

8.11. Parking

- (a) Users and User Invitees must abide by all HRCA and Douglas County parking/traffic requirements, including but not limited to passenger and equipment loading/unloading and observance of authorized and restricted parking locations and no parking restrictions.
- (b) User and User Invitees may be cited for failure to comply with HRCA and Douglas County parking/traffic requirements. Payment of citations, which result from parking violations, are the sole responsibility of the User and the User Invitees.
- (c) Access to the loading areas must be coordinated with HRCA two weeks prior to the Function.
- (d) Parking in prohibited areas may result in violators being ticketed and/or towed at the owner's expense.
- (e) Depending upon the number of participants in a Function, User may have to make special parking arrangements with HRCA.
- (f) Vehicles may not be left in HRCA Facility parking lots overnight.
- (g) HRCA is not responsible for any damage to vehicles or items removed from vehicles while parked on HRCA property at any time.

8.12. Photography

- (a) Still photos, filming or videotaping are normally allowed during a Function, unless otherwise specified in the Agreement.
- (b) Still photography, film or video intended for commercial use, which specifically includes the Facility or any part thereof, is **NOT** allowed without prior written consent of the Community Manager of HRCA.

8.13. Messages

HRCA is not responsible for receiving telephone calls or taking messages for User, User Invitees or Function attendees. A telephone number for the User should be included on all Function invitations, literature and promotions.

9. CLEAN-UP

- 9.1.** User shall be responsible for the clean-up and removal of all of its personal property upon conclusion of the Function. Clean-up by User includes pickup and bagging of trash in receptacles provided by HRCA and returning the Premises to HRCA in the same condition it was in prior to the Function.
- 9.2.** All clean-up and removal of User's property by User shall take place immediately following the Function and shall be completed during the Use Period.
- 9.3.** HRCA staff will break down all tables and chairs that it provided and will provide general custodial services such as vacuuming, dusting, mopping, sweeping and hauling away of bagged trash. Stains on walls, ceilings, floors or carpets are the responsibility of User.

- 9.4. User and Caterer, if applicable, shall review and sign a Facility walk-through sheet with the Supervisor on Duty prior to departure from the Function. If the User fails to participate in a walk-through or to sign the walk-through sheet, User will be bound by the walk-through sheet signed by the Supervisor on Duty.
- 9.5. The Supervisor on Duty shall determine what cleanup work needs to be undertaken by the User and whether the clean-up was completed in a satisfactory manner.
- 9.6. If the Premises are not properly cleaned by User, as determined by HRCA, HRCA may assess a clean-up charge. User will pay the clean-up charge and will be responsible for any other cost of any clean-up, replacement and/or repairs caused by User's failure to leave the Premises and the Facility in the same condition as delivered to User. Any such cost will be deducted from the Security Deposit. User will be responsible for all such costs in excess of the Security Deposit. User will be billed for such costs all of which shall be payable within ten days of the date of invoice by HRCA.

10. FUNCTION SUPERVISION AND SECURITY

- 10.1. The User named in the Agreement (or if the User is an entity, the User's Representative or Contact Person named in the Agreement, as the person responsible for the Function) must be present (on-site) for the entire Function, including set-up, during the Function and clean-up.
- 10.2. HRCA reserves the right to immediately terminate the Agreement and close down the Function if the User, or the User's Representative or Contact Person, leaves the Facility.
- 10.3. The User (or if the User is an entity, the User's Representative or Contact Person named in the Agreement, as the person responsible for the Function) must act as the contact person for the Supervisor on Duty and HRCA staff and as such must be available at all times during the Use Period.
- 10.4. User is solely responsible for security at the Function. HRCA shall not be liable for any claim based on any allegation of a failure to adequately protect or supervise. Security may be required and provided by HRCA, at User's cost, in its sole discretion at any Function. In addition, HRCA may require that an off duty police officer or other professional security personnel be hired by User and present at the Function. By requiring User to pay HRCA for such off duty police officer or other professional security personnel, HRCA does not assume any responsibility for security at the Function or any duty to protect User or User Invitees. User shall comply with all requests made by any police or other security personnel. The costs of any police or fire personnel required by state or local government bodies shall be paid by User. Functions requiring security coverage, as deemed by HRCA in its sole discretion, will not be permitted if adequate security is unavailable.
- 10.5. Function security required by HRCA is not included in the Facility Use Fee, and security provided by HRCA will be charged to User at HRCA's cost, plus 15%, which charge in addition to the Facility Use Fee, and which charge must be paid when requested by HRCA and in any event prior to the start of the Function.
- 10.6. Adult chaperones are required for any youth activities and minors must be supervised at all times. A minimum of one adult chaperone is required for each ten minor guests. A list of chaperones must be submitted to the HRCA no less than five business days prior to the Function and must include addresses and telephone numbers for all chaperones.
- 10.7. At any Function where fire capacity is exceeded, the User shall be required to take immediate measures to become compliant or the Supervisor on Duty will close down the Function and

the Agreement will be terminated and HRCA will retain the Facility Use Fee and Security Deposit.

- 10.8.** The failure of the User to provide or to have present during the entire Function the required supervision, security or the listed chaperones will be a breach of the Agreement and may result in cancellation of the Function and termination of the Agreement. The Supervisor on Duty shall have the right to determine if there is inadequate supervision of or security for a Function (regardless of the number of chaperones or security present or required by the Agreement).

11. SUPERVISOR ON DUTY

- 11.1.** An HRCA employee will be designated by HRCA as the Supervisor on Duty of the Function and will be HRCA's representative authorized to act on behalf of HRCA and in charge of the Facility during the Function.
- 11.2.** The Supervisor on Duty will be in charge of the Facility during the Function. The User and User Invitees shall comply with all directives and requests made by the Supervisor on Duty or such other HRCA representative or staff as may be designated by the Supervisor on Duty or HRCA, including but not limited to, health and safety considerations and issues arising under this Agreement.
- 11.3.** The Supervisor on Duty is provided by HRCA for the benefit of HRCA and not the User and is not responsible for the activity of the User or the User Invitees. The Supervisor on Duty may discipline anyone at the Function or for any other activity which is the responsibility of the User.
- 11.4.** The Supervisor on Duty is authorized at all times during the term of the Agreement to act on behalf of HRCA and in connection therewith to enter and inspect the Premises, observe the use thereof, attend to HRCA business matters when necessary and to close the Premises and end the Function prior to the end of the Use Period for failure to comply with these Regulations, any other HRCA Rules and Regulations, policies and procedures, the terms of the Agreement or any directive of the Supervisor on Duty or HRCA staff.
- 11.5.** User shall neither negotiate directly with, nor pay, the Supervisor on Duty or any other HRCA staff, a fee or gratuity for any services rendered.
- 11.6.** The Supervisor on Duty has the authority to require the termination of serving and/or consumption of alcohol, where applicable, and of excessive noise, including loud music.
- 11.7.** The Supervisor on Duty may request police assistance at any time to provide for User security, protect the Premises or Facility from abuse and damage, enforce the Agreement, and enforce these Regulations or any other HRCA Rules and Regulations and policies and procedures or for any other reason. User shall be responsible for any costs and expenses related to any request for police, medical or other emergency services.
- 11.8.** If police assistance is required, the Function may be ended immediately by the Supervisor on Duty, in which event User shall be deemed to have breached the Agreement and, in addition to any other remedies HRCA may have, all Facility Use Fees and the Security Deposit may be retained by HRCA.

12. RESPONSIBILITIES OF USER

- 12.1.** User shall have full responsibility for conduct and welfare of all User Invitees using the Premises and the Facility before, during and after the Function and for all damages and costs

attributable to User Invitees. User is expected to exercise care in supervision of all User Invitees.

- 12.2. User shall maintain the Premises in such a manner so as to not create a hazard or nuisance or to otherwise infringe upon the rights, health, safety or security of others or their property.
- 12.3. User is responsible for all property brought into the Facility and the Premises by User and the User Invitees. HRCA is not responsible for any loss, theft of or damage to any property brought into the Facility and the Premises or on to any other HRCA property by User and the User Invitees. HRCA does not assume responsibility for and shall not be liable for damage or loss to vehicles or other equipment parked upon the Premises.
- 12.4. User shall fully and promptly obey any and all orders given by the Douglas County Sheriff's Department, Littleton Fire Department, the Supervisor on Duty or HRCA staff. User shall be responsible for the failure of any User Invitee to fully and promptly obey any and all such orders.
- 12.5. User is responsible for fully complying and shall comply with these Regulations and all applicable laws, ordinances, resolutions, regulations, decrees and other governmental requirements (including any requirements under permits, licenses, consents and approvals) in connection with the Function. If there is any inconsistency in the terms or provisions in the Laws, the Agreement, any Catering Agreement and these Regulations, the most restrictive terms and provisions shall control.

13. **DAMAGES AND INSURANCE**

- 13.1. User shall be liable for any and all property damage and loss to any portion of the Premises or Facility arising out of the use or operation of the Premises or Facility by the User and the User Invitees, or any acts or omissions of User or any third parties who attend or participate in any event or function hosted in the Facility by the User. Pursuant to the Community Declaration for Highlands Ranch Community Association, Inc., HRCA has the power to levy and collect a Reimbursement Assessment against the User to cover the costs and expenses incurred by HRCA on account of such damage or loss.
- 13.2. As a condition of HRCA entering into the Agreement and User's use of the Premises, User shall be required to provide liability insurance coverage in such form and manner as HRCA, in its sole discretion, shall require. The minimum general liability limits of insurance coverage required will be based on various factors including, but not limited to, the size of the event, number of anticipated participants or guests, the activities to be conducted during the Function, and the extent, if any, to which alcohol will be served or made available during the Function.
- 13.3. User shall provide valid proof of insurance to HRCA no later than 10 business days prior to the Function. Failure to provide proof of any insurance required by HRCA in accordance with these Regulations shall be a breach of the Agreement and will result in cancellation of the Function. In its discretion, HRCA may require the User to provide proof of insurance in the form of one or more of the following, all in such form and content as required by HRCA:
 - (a) a copy of the Declaration page of User's current homeowners or renters insurance policy reflecting third-party liability insurance coverage in an amount at least equal to \$100,000 per person/\$300,000 per accident;
 - (b) a separate liability policy covering the proposed Function or a rider to an existing policy affording such Function coverage; or

(c) A Certificate of Insurance in an amount and form acceptable to HRCA which may include an endorsement naming HRCA as an additional insured.

13.4. User, and its assigns, heirs, representatives and liability insurance carriers, shall have no right of subrogation or contribution against HRCA or any of its representatives or agents for any claims, demands, damages or losses arising in any way out of or in connection with the Function or activity for which User uses the Premises or the Facility.

14. FAILURE TO COMPLY

14.1. Users are required to comply with all of the terms of User's Agreement, these Regulations and all HRCA Rules and Regulations, policies and procedures and all Laws.

14.2. Violation of the Agreement, these Regulations, and any other HRCA Rules and Regulations, policies or procedures or any Laws, or damage to any of the Facilities, equipment, grounds or other property of HRCA is a breach of the Agreement and, in addition to remedies provided for in the Agreement, will be grounds for denial of a future request to use any HRCA Facility.

14.3. The foregoing rights and remedies are in addition to any other remedies that HRCA may have at law or in equity, and all other remedies that HRCA may have under the Declaration and any other HRCA governing documents.