

The Recreation Center at Southridge

Wildcat Mountain Auditorium



Weddings

Business Meetings

Cultural Events

Room Rental Prices & Agreements

Kitchen Rentals

Catering Options



For further information, please call 303 471 7020
Highlands Ranch Community Association, Inc.
4800 McArthur Ranch Rd., Highlands Ranch, CO 80130
303 791 2500 www.HRCAonline.org

Facility Use Application and Agreement – Facility Use Application

User Name

User's Representative or Contact Person

User's Address

User's Phone Number

Please complete the following information by checking the appropriate box:

1. Type of activity the room(s) will be used for:

- Youth party Political rally
 Adult party Open house
 Business meeting Wedding reception
 Church social Other _____

2. Number of people attending the function:

- 1-15 16-30 31-40 41 or more

3. If this is a youth party, how many adults will be in attendance? _____

**Please note: a 10-1 ratio is required for all youth parties (i.e. 1 adult for every 10 children)*

Not all rooms are available for Youth functions

4. Will you be using the aquatics area? Yes No

5. Is the purpose of this rental to enhance your business? Yes No

6. Is this event a Special Needs or Therapeutic program/activity offered by the Douglas County School District, a private facility, private organization, or treatment center? Yes No

7. Will a flyer be distributed to publicize the function with HRCA's name? Yes* No

**If yes, please attach to this Application.*

8. User is a

- Member of Highland Ranch Community Association ("HRCA")
 Nonprofit organization, a member of which is a Member of HRCA – Member's Name and Address:

Business located in Highlands Ranch – Business name and address: _____

Description of activity and purpose of the function to be conducted: _____

Use Period Applied for:

Facility Rental Begins

Facility Rental Ends

Date: _____

Date: _____

Time: _____

Time: _____

I certify that all information provided in this Application is true and complete. I understand that submission of false or misleading information or omission of requested information is a default under the HRCA Facility Use Agreement and may result in the termination of this and any other HRCA Facility Use Agreements.

User's signature

Date

Facility Use Agreement

THIS FACILITY USE AGREEMENT (the "Agreement") is by and between Highlands Ranch Community Association, Inc. ("HRCA") and the User on signature page ("User") for the purpose of permitting the User to use certain HRCA facilities for the purpose and on the terms and conditions set forth in this Agreement.

In consideration of mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. License. HRCA hereby grants a license (the "License") to User to use the room (the "Premises") in the HRCA facility (the "Facility"), on the dates and times (the "Use Period"), for the activity and purposes (the "Function"), and for the fee ("Facility Use Fee"), all as set forth on Schedule I attached to this Agreement by this reference, on and subject to all of the terms and conditions set forth in this Agreement.

2. Permitted Use. User will use the Premises solely for the activity and purpose described in the Function and in accordance with the terms of the Agreement. User will not use or permit any use of the Premises for any activity or purpose or in any manner other than as contemplated in this Agreement.

3. Facility Use Regulations and Laws. User will abide by the terms and conditions of HRCA's Facility Use Regulations (the "Facility Use Regulations"), and all other policies and procedures and Rules and Regulations from time to time adopted by HRCA. User, and the employees, subcontractors, agents, representatives, participants, guests and other invitees of the User and the attendees of the Function (each a "User Invitee"), will comply with the Facility Use Regulations and with all applicable federal, state and local statutes, rules, regulations, codes, ordinances and policies ("Laws"). User Invitees include any person attending or attempting to attend the Function, regardless of whether such person was invited or authorized to attend by User.

4. No Alcoholic Beverages.

4.1. Prohibition. The service, sale or consumption of alcoholic beverages in the Facility, the Premises or anywhere on HRCA property is strictly prohibited unless specifically agreed to in writing by HRCA and set forth in an Addendum attached to this Agreement. The only Facility at which HRCA will consider a request for service or consumption of

alcohol is the Wildcat Auditorium at the Recreation Center at Southridge.

4.2. Violation. If alcohol is served, sold, or consumed at the Function for which HRCA has not granted permission for the service or consumption of alcohol or if alcohol is served, sold or consumed in violation of the terms of HRCA's permission (including the terms of the Addendum), or in violation of the terms of this Agreement, User will be in breach of this Agreement and HRCA will have the right to terminate this Agreement for cause.

5. General Provisions.

5.1. Facility Use Application. The terms of User's Facility Use Application submitted in connection with User's use of the Facility are hereby incorporated in and made a part of this Agreement. Any false or misleading information in the Application or omission of requested information from the Application is a breach of this Agreement by User.

5.2. User Qualifications. In order to use a room in the Facility, the User must meet the qualifications as established by HRCA in its sole discretion and as set forth in the Facility Use Regulations from time to time.

5.3. Supervisor on Duty. An HRCA employee ("Supervisor on Duty") designated by HRCA will be HRCA's representative and authorized to act on behalf of HRCA during the Function. User will comply with all directives and requests made by the Supervisor on Duty, as described in the Facility Use Regulations, and failure to do so will be a breach of this Agreement by User.

6. Fees and Other Payments.

6.1. Facility Use Fee. The Facility Use Fee for using the Premises during the Use Period is set forth on Schedule I, which amount is due and payable in full by User to HRCA at the time this Agreement is signed.

6.2. Security Deposit. User shall pay a Security Deposit in the amount set forth on Schedule I, which amount is due and payable in full by User to HRCA at the time this Agreement is signed. The Security Deposit will be held by HRCA as security for User's obligations on the terms provided in this Agreement and the Facility Use Regulations.

6.3. Additional Fees. In addition to the Facility Use Fee, User will pay to HRCA all costs and expenses incurred by HRCA in support of or as a result of User's use of the Facility. Such expenses may include cleaning costs, security costs, property damage, set-up and take-down fees, and any other costs or expenses as described in this Agreement or the Facility Use Regulations.

6.4. Interest. User will pay interest on any amount due to HRCA by User under this Agreement not paid when due at the rate of eighteen percent (18%) per annum from the date due. Payment of interest will not excuse or cure any default by User under this Agreement.

6.5. Assessments. If User is a Member of HRCA, all amounts payable to HRCA under this Agreement are Assessments, as such term is defined in the Community Declaration for Highlands Ranch Community Association, Inc. (the "Declaration"). HRCA has all rights and remedies with regard to collection of these Assessments as are provided in the Declaration for the collection of Assessments in general, together with any and all rights and remedies otherwise available at law or under the terms of this Agreement.

7. Indemnification and Insurance.

7.1. Indemnification. User will indemnify and hold harmless HRCA, its officers, directors, members, employees,

agents and volunteers (the “HRCA Parties”) from and against any claims, losses, liabilities, damages, costs or expenses, including reasonable attorney’s fees, incurred by the HRCA Parties as a result of User or User’s Invitees’ use of the Facility or resulting from any injury to any person or any damage to any property arising in any way out of the use of the Premises by User or any User Invitee. User’s obligation to indemnify HRCA under this Agreement will apply notwithstanding that joint or concurrent liability may be imposed on any of the HRCA Parties and will survive termination of this Agreement for any reason.

7.2. Insurance. User will provide such insurance in connection with the use of the Premises as HRCA may from time to time require in its sole discretion. All insurance will be subject to approval by HRCA and additional insurance may be required by HRCA at any time in its sole discretion. User’s insurance will be primary coverage and will contain no rights of subrogation against HRCA and the HRCA Parties. User waives all rights of subrogation that User or its insurers may have against HRCA and the HRCA Parties. User will provide valid proof of insurance to HRCA no later than 10 business days prior to the Function. Failure to provide proof of insurance acceptable to HRCA will be a breach of this Agreement, in which event HRCA may terminate this Agreement for cause.

8. Assumption of Risk. User assumes all risk associated with the use of the Premises and Function under this Agreement. HRCA is not liable for any lost, stolen or damaged property of User or User Invitees. HRCA may condition User’s use of the Premises upon each person using the Facility, whether a Member, User, Guest, or otherwise, executing an individual waiver and release, provided that failure to obtain such waiver and release will not relieve User from any of its obligations or agreements under this Agreement.

9. Termination by HRCA.

9.1. Right to Modify. The License granted hereunder is revocable by HRCA at any time in its sole discretion. Therefore, HRCA reserves the right to modify or terminate this Agreement at any time, including changing the room that will be the Premises, to accommodate program changes, for unforeseen circumstances or for any other reason in its sole discretion. HRCA will attempt to notify User as soon as possible upon any such modification or termination. If a mutually agreeable alternative date and time or place for the Function cannot be agreed upon by the User and HRCA, this Agreement will be deemed terminated and the User will receive a full refund of the Facility Use Fee and Security Deposit. HRCA will have no liability to the User for damages of any kind or nature claimed by the User as a result of any such termination.

9.2. User Default. HRCA may terminate this Agreement and the License at any time for cause. A termination will be for cause if User breaches any of the terms of this Agreement, the Facility Use Regulations or any other HRCA Rules and Regulations (as defined in the Declaration). If HRCA terminates this Agreement for cause, HRCA will have the right, in addition to any other remedies it may have, to terminate the License and this Agreement, in which event, the Function will be immediately cancelled (including a Function that has already commenced, in which event User and all User Invitees will be required to immediately vacate the Facility) and the Facility Use Fee and Security Deposit will be retained by HRCA.

10. Limitation of User Remedies. The extent of any damages that User may incur under this Agreement will be limited to the amount of the Facility Use Fee and the return of the Security Deposit, if any, that User paid to HRCA that has not been returned to User. User waives all other damages, rights and remedies that it may have in connection with any claim against or alleged breach of this Agreement by HRCA or the HRCA Parties. User acknowledges that HRCA has relied upon this limitation and waiver in granting the License and establishing the Facility Use Fee and if User did not agree to this limitation and waiver, the Facility Use Fee would be significantly greater.

11. No Assignment; Governing Law. This Agreement is not assignable or transferable by User. The terms and conditions of, and the performance of this Agreement, will be governed by the laws of the State of Colorado.

12. Entire Agreement; Alteration or Amendment; Severability. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. Any and all prior agreements, whether written or oral, are superseded and terminated by this Agreement. No amendment, modification or waiver of any of the terms or provisions hereof will be valid unless the same is in writing and signed by User and an authorized representative of HRCA. A waiver of any particular term or provision of this Agreement will not be construed as a waiver of any other term or provision. If any condition or covenant contained in this Agreement is held to be invalid or void by any court of competent jurisdiction, the same will be deemed severable from the remainder of the Agreement and will in no way affect any other covenant or condition in this Agreement. If such condition, covenant or other provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

13. Construction. Throughout this Agreement, the singular will include the plural and the plural will include the singular, all genders will be deemed to include other genders, wherever the context so requires, and the terms “including,” “include” or derivatives thereof, unless otherwise specified, will be interpreted in as broad a sense as possible to mean “including, but not limited to,” or “including, by way of example and not limitation.” All schedules, exhibits and addenda referred to herein will for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.

14. Attorney’s Fees. If any suit will be brought to enforce any provision of this Agreement, the prevailing party in such action will (in addition to other relief granted) be awarded all reasonable attorneys’ fees and costs resulting from such litigation.

15. Joint and Several Liability. If User comprises more than one person or entity, or if this Agreement is guaranteed by any party, all such persons will be jointly and severally liable for payment of the Facility Use Fee and all other fees and charges under this Agreement and the performance of User’s obligations hereunder.

16. Headings. Paragraph headings used in this Agreement are for convenience of reference only and will not affect the construction of any provision of this Agreement.

User certifies that he or she, or User’s authorized representative, has read and understands this Agreement and the Facility Use Regulations and agrees that a violation of any provision of this Agreement, the Facility Use Regulations, or any other HRCA Rules and Regulations, policies or procedures or Law is a breach of this Agreement and, in addition to any other rights and remedies HRCA may have, HRCA may terminate this Agreement and the License and HRCA may retain the Security Deposit and the Facility Use Fee, as liquidated damages, at the sole discretion of HRCA.

This Agreement is executed by the parties on the date set forth below.

USER:

User’s signature

Date

Print Name

User’s signature

Date

HRCA:

Highlands Ranch Community Association, Inc.

By: _____ Date _____

Title: _____

**Schedule I
To Facility Use Agreement**

User: _____

Facility: _____

Premises: _____

Function (Activities and purpose): _____

Food and Beverages to be served: _____

Use Period*:

Use Period Begins

Use Period Ends

Date: _____

Date: _____

Time: _____

Time: _____

Facility Use Fee: \$ _____

Security Deposit: \$ _____

*All set-up and clean-up must occur during the Use Period. Failure to complete clean-up and vacate the Premises by the end of the Use Period will result in additional charges - See Facility Use Regulations.

Wildcat Auditorium Only

ADDENDUM FOR SERVICE AND CONSUMPTION OF ALCOHOLIC BEVERAGES

This Addendum is attached to and made a part of the Facility Use Agreement (the “Agreement”) between Highlands Ranch Community Association, Inc. (“HRCA”) and the User identified below with respect to the Facility, Premises, Function and Use Period described below. The purpose of this Addendum is to confirm HRCA’s written permission for the service and consumption of alcoholic beverages at the Function on and subject to the terms of this Addendum, the Agreement and the Facility Use Regulations.

User: _____

Facility: _____

Premises: _____

Number of Attendees (including User): _____

Function (Activities and purpose): _____

Food and Beverages to be served: _____

Use Period:

Use Period Begins

Date: _____

Time: _____

Use Period Ends

Date: _____

Time: _____

Facility Use Fee: \$ _____

Security Deposit: \$ _____

User understands that if a permit for alcohol to be served is required by Law, User must obtain the permit from the appropriate government agency and a copy of the permit must be delivered to HRCA by the User no less than ten (10) days prior to the Function. HRCA may terminate the Agreement for cause or withdraw its permission to serve alcohol at the Function if a copy of the permit is not required is not delivered in a timely manner.

User certifies that he or she, or User’s authorized representative, has read and understands this Addendum and the attached Alcoholic Beverages Regulations, and agrees that a violation of any provision of this Addendum or the Alcoholic Beverages Regulations, is a breach of the Agreement and, in addition to any other rights and remedies HRCA may have, HRCA may terminate the Agreement for cause, the permission to serve alcohol at the Function and the License may be revoked, and HRCA may retain the Security Deposit and the Facility Use Fee, as liquidated damages, at the sole discretion of HRCA.

User: _____

Print Name _____

Date: _____

Highlands Ranch Community Association, Inc.
By: _____

Title: _____

Date: _____

Alcoholic Beverages Regulations

1. At any Function at which alcohol is served, notwithstanding the terms of the Agreement, the 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 a responsible adult age 21 years or older. In addition, supervision of the Function must be provided by an adult age 21 years or older and such person must insure that no one under the age of 21 years is served or is in possession of alcohol.
2. At any Function at which alcohol is served, User shall be required to provide liability insurance coverage in such form and manner as HRCA, in its sole discretion, shall require in accordance with the Agreement and the HRCA Facility Use Regulations, which insurance requirements may be greater than those for a Function at which alcoholic beverages are not permitted. HRCA may terminate the Agreement and the permission to serve alcohol for cause if evidence of proper insurance is not provided to HRCA in a timely manner or if the insurance is not acceptable to HRCA, in its sole discretion.
3. No alcoholic beverages may be sold at any time. Alcohol may be served only if the Function is a private function.
4. Alcoholic beverages which may be served are strictly limited to beer, wine and champagne.
5. No alcoholic beverages may be served prior to 11:00 a.m. and service of alcoholic beverages shall cease no later than forty-five minutes prior to the end of the Use Period. Violation of this regulation shall result in immediate termination of the Agreement and the Function and HRCA will retain the Security Deposit and Facility Use Fee.
6. The following minimum Security Deposits are required for Functions at which alcohol will be served:
 - \$500.00 if there are less than 50 attendees
 - \$1,000.00 if there are 50 attendees or more
7. If the Function will include 50 or more attendees, the following personnel must be present at the Function, and paid for by User:
 - A certified and insured bartender supplied by a caterer acceptable to HRCA in its sole discretion. Only such bartender will be authorized to serve alcohol.
 - An off duty police officer shall be provided by HRCA. The cost of such police officer plus 15%, shall be paid by the User to HRCA. This cost is in addition to the Facility Use Fee and is due and payable prior to the Function.
8. Alcohol may be served and consumed only in accordance with applicable Laws (as defined in the Agreement).
9. User shall be solely responsible for all persons consuming alcohol (including any violations of these Regulations) and for any situations involving or incidents arising from persons leaving the Premises while under the influence of alcohol. User's obligation to indemnify HRCA as set forth in the Agreement includes the acts and omissions of all such persons and any other persons consuming or in possession of alcohol at or in connection with the Function.
10. For any Function that requires a permit from an appropriate government authority for alcohol to be served, a copy of the permit must be delivered to HRCA by the User no less than 10 days prior to the Function and the permit must be prominently displayed by the User during the Function.
11. Alcohol may not be consumed outside of the Premises or anywhere on HRCA property, unless specifically authorized in writing by HRCA and otherwise in compliance with the applicable permit and Law. Alcoholic beverages are prohibited outside of the Wildcat Auditorium use space.

12. Lewd conduct, guests wandering throughout the building, inadequate clean-up, spills, and violations of Facility Use Regulations and other HRCA rules and regulations and policies and procedures may result in loss of part or all of the Security Deposit, in addition to any other remedies HRCA may have.

13. At no time may alcohol be served to or in the possession of minors and alcohol may not be served at Functions that are designed for youth under 21 years of age.

14. No alcohol containers may be opened and no alcohol may be consumed prior to the designated starting time of the Function, and no alcohol may be consumed during set-up for or clean-up of the Function.

15. Bottles and cans are recommended to minimize spills.

16. No open containers of alcohol may be removed from the Premises. User may remove unopened containers. Open containers must be placed in designated receptacles.

Wildcat Auditorium

Room	Capacity	Hourly	4 Hours	Full Day	Tables & Chairs
Wildcat Auditorium**	210	\$225.00	\$750	\$900	Included
The Backcountry**	110	\$125.00	\$375	\$600	Included
The Butte**	50	\$50.00	\$150	\$300	Included
The Cliffs**	50	\$50.00	\$150	\$300	Included
Kitchen	20	\$100.00			Included

** Security Deposit required for the following: Wildcat - \$500, Backcountry - \$300, Butte - \$200, Cliffs - \$200