



# WHISPERING PINES METROPOLITAN DISTRICT

## The "Outlook" Club House and Pool

### Facility Use Agreement

191 University Blvd., Suite 358

Denver, CO 80206

[Taylor@teleos-services.com](mailto:Taylor@teleos-services.com)

Member Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Duration: \_\_\_\_\_

Describe Event: \_\_\_\_\_

Number of Guests: \_\_\_\_\_

Facilities to be used: \_\_\_\_\_

Live Music: \_\_\_\_\_

Deposit received by: \_\_\_\_\_ Amount: \_\_\_\_\_

Inspected by: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

Deposit refunded: \_\_\_\_\_ Amount: \_\_\_\_\_ Date: \_\_\_\_\_

Property owners and/or residents of Whispering Pines (“Members”) may reserve specific facilities for private events for the entertainment of friends and relatives. The Member accepts Full Responsibility for any and all actions of those present at the event. The Whispering Pines Metro District (the “District”) Board of Directors reserves the right to decline rental of the facilities to any group or organization. All Members’ properties and accounts must be in good standing with the District in order to use District facilities.

Rental of the facility **does not** include the exclusive use of the entire Outlook facility. Use of the pool, outdoor fireplace and other facilities are open to all Whispering Pines members and guests during regular hours except for those functions that have prior Board of Director approval.

Maximum occupancy requirements for the upper level of the facility is 50 persons. The maximum occupancy for the Swimming Pool and Patio is 128 persons. Rental rate of the Outlook facility is as follows: **Upper Level (Clubhouse) - \$50.00 per hour (4 Hour Minimum)**. Additionally, there shall be a **\$250.00 cleaning/damage deposit for the Clubhouse**. All deposits must be presented together with the rental fee(s) one week prior to the event (payable to the Whispering Pines Metro District).

**Disclaimer:** All restroom facilities are in the Clubhouse. When the pool is open there may be traffic in and out of the facility during a function.

Following the event, facilities shall be cleaned and in presentable, satisfactory condition no more than twenty-four hours after the event. Rental deposit will be returned within the week following the event as long as: 1.) The facilities are cleaned in a manner satisfactory to staff (requiring no additional cleanup); and 2.) There are no damages to the facilities, furniture, or equipment as a result of the event.

In the event the facilities are not properly cleaned or there is apparent damage, the deposit shall automatically be forfeited and the entire cost for any cleaning or repairs shall be the sole responsibility of the Member who executed this Facility Use Agreement. The Board of Directors reserves the right to charge and invoice Member for damage and loss over and above the cleaning/damage deposit.

By signing this agreement, Member consents to the terms contained herein and agrees to abide by the following rules of the Facility Use Agreement:

1. No pets or animals are allowed within the Outlook complex, except for service animals.
2. Member is responsible for providing his/her own cleaning supplies.
3. Nothing is to be hung or attached to the walls, lights or any other fixture.
4. No nails, tacks, staples or tape is to be attached or placed on the walls, wood or wood trim. No glitter or confetti is to be used.
5. No soap, paint, wax or any other materials are to be placed on the glass windows.
6. **Any and all** event decorations must be reviewed and approved by staff.
7. Personal property left on site after the event shall be held for a period of three days and will be considered abandoned if not picked up within that time frame.
8. No tobacco, marijuana or drug use is permitted within the Outlook Clubhouse, Pool or Patio Areas.
9. All trash containers must be emptied and all party refuse and trash must be hauled to the dumpster by Member.
10. Member recognizes that the event/activity approved under this Facility Use Agreement includes the serving of alcoholic beverages and therefore, the event/activity (and in particular the operation of motor vehicles thereafter) may be unlawful and is potentially dangerous and involves risk of loss or damage to personal property as well as risk of personal injury or death. Member assumes all responsibility for ensuring that alcohol is served only to those of legal drinking age. The District makes no representations, warranties or assurances regarding the safety of the

event/activity in connection with the Facility Use Agreement or the qualifications of any person or entity associated with the event/activity, and expressly disclaims any liability in connection therewith. Despite such risks, Member desires to host the event/activity knowingly, freely and voluntarily, and assumes any and all risks associated with the event/activity, including without limitation the risk of loss or damage to personal property, personal injury or death. Member hereby release and indemnifies The District and its officers, directors, agents, employees, representatives, successors and assigns (collectively, the "Indemnified Parties") from and against any and all liability, claim, demand, damage, loss, cost, expense, action or cause of misconduct of an employee of the District. It is expressly understood by Member that the extent of such potential losses, damages or injuries are not known and cannot be determined as of the date hereof, but is the express intent that this instrument apply to any and all such unknown loss, damage or injury.

**Dangerous Materials:** Member shall not keep or have on the premises any article or item of a dangerous, flammable, or explosive nature that might increase the danger of fire on the premises or that might be considered hazardous.

**Right of Inspection/Nuisance:** The District Board of Directors and/or its assigned agents reserve the right at all reasonable times to enter the premises for the purpose of inspecting the premises, facilities and improvements thereon. ***Loud music, instruments and other appliances or equipment shall not be operated in a manner to constitute an unreasonable disturbance to adjacent property owners.***

**All music (live band, stereo and/or DJ-Juke Box) must end by 10:00 p.m. and kept at a noise level not to exceed 45 decibels. You must state on your application what type of music.**

**Waiver and Release:** Member hereby expressly waives his/her right to seek compensation or damages from The Whispering Pines Metro District in connection with this Agreement. Moreover, Member specifically and unconditionally releases The Whispering Pines Metro District from any and all suits, actions, damages, and claims, known and unknown (including but not limited to, claims for attorney's fees, expenses and/or costs), it being the intention of the undersigned to affect a general and full release of all such claims. The District reserves the right to require proof of insurance for special events.

At any time the Board of Directors or the Management Company may reserve the Clubhouse for the use of a District Meeting or an HOA meeting.

Signature of Member: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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