

Rental Agreement for The Retreat at Solterra – **Resident (Weekend)**

15250 W. Evans Avenue Lakewood, Colorado 80228

Phone 303-980-5450

Date _____ Solterra Resident

Name _____

Phone Work/Cell _____ Home _____

Email address _____

Address _____ City _____ Zip _____

Rates listed are per hour and are identified as a Solterra Resident in Good Standing

_____ Great Room/ Kitchen/ Patio* only Refundable damage deposit \$500 (Great Room or Kitchen) / \$100 (Patio)
\$100/hour Max amount of people Great Room: 100 Kitchen: 45 Patio: 75
Total \$ _____

_____ Great Room/Kitchen/Patio Refundable damage deposit \$500
\$150/hour Max amount of people 175
Total \$ _____

_____ Wedding Rental Refundable damage deposit \$1,000
\$2,000 for 6 hours Max amount of people 175 (includes patio area)
\$200/ Additional hour The pool will remain open during regular pool hours. Does not include use of pool.
Total \$ _____

_____ Amphitheater – Rehearsal Per hour for rehearsal
\$100/hour
Total \$ _____

_____ Bridal Room – Wedding add-on Additional time/Staff
\$100 for 6 hours
\$25/ Additional hour
Total \$ _____

_____ Alcohol Fee - \$20/hour Any event serving alcohol after 5:00 pm is required to have an additional staff member
Total \$ _____ present (total of 2 YMCA staff per event)

_____ Cleaning Fee - \$150 A cleaning fee will be added to all rentals, aside from patio only rentals. If excessive
cleaning is required, an additional \$50 fee will be charged.

_____ Patio Cleaning Fee - \$100 A cleaning fee for patio only rentals

_____ Set-Up Fee \$300 Charge for early arrival to set-up. Must be during normal business hours. (Only offered
for Wedding Rentals)

Grand Total \$ _____ Date of Function _____

Type of Function _____ Number of Guests _____

Time of Function start _____ end _____

Total rental time (including set up and clean up) start _____ end _____

* Does not include access to the inside of the Retreat or the pool.

Alcohol? Yes or No (Circle one)

You must have a licensed bartender _____ (initial).

Alcoholic beverages may be served as long as the renter abides by the following conditions:

1. No fee will be charged, either directly or indirectly, i.e. no cash bar.
2. No alcoholic beverages will be served to any person who is under the age of 21 or to any intoxicated person. YMCA staff reserves the right to request proof of age.
3. If any adult attending the event is abusing or misusing alcohol on the Retreat premises, the Renter will take action to have such activities stopped and if necessary will notify the police to seek assistance.
4. The Renter is solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at Renter's event.
5. Any event where alcohol is served (after 5:00 pm) will incur a fee of \$20/hr for an additional staff member (2 per event).

Will you require the furniture to be removed? Yes or No (Circle one)

If yes, **it is the responsibility of the renter to contact** Lift Moving Company, Jared Henley 720 515-6650

The cost is \$400 to remove & store furniture & replace the following day. Fee paid directly to Lift Moving Company and must be paid in full at the time of contract with them.

The Solterra Retreat is a non-smoking facility, including all inside & outside areas. **Any violations will result in a \$100 fine**, per offense. Smoking permitted east of the Retreat at the stone structure. All cigarettes must be disposed of in the approved receptacle.

_____ (initial) **The damage deposit is due and will be deposited at the time of contract signing in order to secure your date.**

_____ (initial) In the case of cancellation within 30 days of the event, half the deposit will be withheld. If cancellation is less than 14 days prior to the event, deposit will be forfeited.

_____ (initial) If the event runs longer than reserved, additional fees of **TWICE** the normal hourly rate will be collected.

_____ (initial) Under the discretion of the YMCA staff member, your damage deposit may be kept for excessive disturbance to the neighborhood or any damage to the Retreat.

_____ (initial) A complete facility walk through (with the designated Renter) is required before event and upon completion of event.

_____ (initial) Room set up: We do not set up or clean-up for the Renters. We allow 30 minutes before the function starts to set-up, and 30 minutes after the function ends for clean-up, at no additional charge. If additional time is needed for set-up and/or clean-up, it must be figured into the rental time.

_____ (initial) Decorations may be hung with non-abrasive tape such as painters tape, but no scotch tape, tacks, pins or nails may be used for decorations. No candles allowed (except unity candle). If decorations have not been removed at the time the rental ends *or* if decorations have caused damage, such as paint removal, \$150 will be forfeited from your damage deposit. If excessive damage is done that exceeds the \$150, your entire deposit will be forfeited.

_____ (initial) The Retreat does not provide audio visual equipment to Renters. However, equipment may be brought in.

_____ (initial) All rentals will be charged for the entire length of their event.

_____ (initial) The renter must be a minimum of twenty-one (21) years of age. The designated Renter on the contract **must** be in attendance during the entire time of the event.

_____ (initial) All Renters will be required to clean the Retreat after their event to receive the damage deposit back. The damage deposit will be withheld if excessive cleaning is required.

_____ (initial) All rentals and clean-up must be completed no later than 11:30 p.m.

_____ (initial) All music must end by 10:00 p.m.

_____ (initial) The use of the pool during an event is strictly prohibited.

_____ (initial) This is a Non Smoking facility.

_____ (initial) Due to water restrictions and drought conditions, all landscaping is not guaranteed to be in pristine condition.

_____ (initial) I have received and read the Districts' rules and regulations.

_____ (initial) **I have read and will abide by the rules outlined in this agreement.**

Signature

Date

The damage deposit in the form of a **check made payable to the YMCA** or a **credit card** (Visa or MasterCard) must be submitted with this form to secure a date and staffing. **The deposit check will be cashed or the credit card will be charged** upon submission of the contract. The deposit will be applied to the rental fee.

*** Please contact staff at The Retreat at Solterra to make an appointment to book a rental or to make any additions or changes to this contract.**

Contact: Email: Sterra@denverymca.org, Phone: 303-980-5450
Hours: Monday – Friday: 10am – 4pm, Saturday – 10am – 6pm, Sunday - CLOSED

* Does not include access to the inside of the Retreat or the pool.

Revised 10/2016

The Retreat at Solterra

Rental and Contract Provisions

Contract: All contracts will be written with the Solterra hostesses. Any changes or additions to the contract will be initialed by both the Renter and a Solterra hostess. In the event that you are unable to come into the clubhouse to initial the changes or additions, you must email them to Sterra@denverymca.org. Please note that no changes are approved via email until you receive a confirmation email in return. Please call The Retreat at 303-980-5450 to make an appointment. **Please note that 1 or more YMCA staff members will be present at all events.**

Reservations: Reservations are made on a first come first served basis. Your reservation will not be accepted if the space requested is already booked. Community **resident** events on the calendar will take precedence. Payment of the rental fees, as well as any staffing fee that may apply, must be submitted in the form of a personal check or credit card. Deposits must be submitted with a personal check or credit card. **All deposit checks will be cashed.** Damage deposit checks and credit card deposits will be applied to rental fee if no damage is made to facility. Payments are due (30) days prior to rental. **Deposit checks or credit card deposits are due when reservation is made. All other payments are due 30 days prior to rental.**

The YMCA and Fossil Ridge Metropolitan District reserve the right to reject any rental request if it is determined that the rental:

1. Competes with any programs that are offered by the YMCA.
2. Disrupts or impairs the Retreat's normal operations.
3. Is inconsistent with the image, reputation, purpose or function of the Retreat.
4. Any other reason as determined by Fossil Ridge Metropolitan District.

In the event a rental request is rejected Fossil Ridge Metropolitan District and the YMCA shall have no liability, whether direct, indirect or consequential, to the member or any other person for damage or other remedy, except for a refund of the rental fee and deposit on the condition and in accordance with the terms of this paragraph.

Fossil Ridge Metropolitan district reserves the right to modify or terminate any Facility Rental agreement and room reservation schedule to accommodate program changes or other unforeseen circumstances. When a room reservation must be changed or cancelled, Fossil Ridge Metropolitan District staff will notify the Renter as soon as possible. If the Renter and Fossil Ridge Metropolitan District cannot come to a mutually agreeable alternative date and time for the room rental, the Facility Rental Agreement shall be deemed terminated and the Renter will receive a full refund.

This Agreement is not transferable. Violation of this provision of any Agreement or any Fossil Ridge Metropolitan District rule, procedure, or regulation, will result in the immediate termination of this Agreement and planned event.

Payment: Payment for event is due 30 days prior to the event. If payment is not received 30 days prior, reservation will be cancelled and deposit will be forfeited. *Payment will be made to the YMCA.*

Cancellation Policy: Events cancelled less than 30 days prior to event will have half of the deposit withheld. If the event is cancelled less than 14 days prior to event, the deposit will be forfeited.

Room Set-Up: Set-up of the room is the responsibility of the Renter. **Decorations may be hung up with non-abrasive tape such as painters tape, NO scotch tape, tacks, pins or nails may be used for decorations. No candles allowed, with the exception of a unity candle.**

Set-Up and clean-up: SET-UP AND CLEAN-UP OF THE ROOM(S) IS THE SOLE RESPONSIBILITY OF THE RENTER. THE RETREAT AND THE YMCA ASSUME NO RESPONSIBILITY FOR ANY SET-UP, CLEAN-UP OR MOVING FURNITURE. Furniture must be returned to its original position and any rented furniture must be removed at the end of the event. Stains on the walls or flooring are the responsibility of the Renter. **It is the responsibility of the Renter to coordinate with the Caterer or any outside services for clean-up.** It is the responsibility of the Renter to conduct an entry and exit walk through with a YMCA staff member to verify the condition of the room. See attached sheet for cleaning requirements. **The Renter that is designated on the Rental agreement is the only individual that can sign off on the walk through.** The Renter is responsible for paying full replacement cost or full repair cost, as determined by the Fossil Ridge Metropolitan District and the YMCA for any property loss or damage resulting from the use of Fossil Ridge Metropolitan District property by a Renter or the Renter's guest.
* Any cleaning that has to be done by YMCA staff will result in **the forfeiture of your damage deposit.**

Signage: The Renter may hang signs with authorization from a YMCA staff member.

Supervision: A responsible adult, 21 years or older, is required to be present in all areas subject to this agreement. Failure to provide adequate adult supervision will be grounds for immediate termination of the event and participants will be asked to leave the Facility. **The individual that has completed the Rental Agreement is required to be present during the entire event.**

Use of Space: Renter acknowledges that, except as specifically provided herein, Renter will not have exclusive use of the Premises or of the Retreat and that other portions of the Premises may be used by different individuals or entities. During the scheduled use period, Renter will have exclusive use of the rented Premises, except in the event of an emergency, or when renting the pool, lawn or deck. Individuals may walk through the deck area during rentals for access to other portions of the facility. All events in the Facility are specifically for the Renter's invited guests. All participants of the event must be out of the Facility by 11:30 p.m.

Smoking: Renter acknowledges that **The Retreat is a non-smoking facility.** Smoking of tobacco and marijuana are prohibited anywhere within the interior of the Retreat or on the Retreat grounds. Any violation will result in a \$100 fine per offense. An offense is defined as any one time you or your guests are told to move to the designated smoking area to smoke. Smoking of tobacco is permitted to the east in front of the Retreat. Cigarettes must be disposed of in the approved receptacle. If they are found on the ground, you will be fined \$100.

ALCOHOLIC BEVERAGES: Alcoholic beverages may be served during an event as long as Renter abides by the following conditions:

1. No fee will be charged, either directly or indirectly, i.e. no cash bar, for the sale or consumption of alcoholic beverages.
2. No alcoholic beverages, including 3.2% beer, will be served at any time to any person who is under the age of 21 (YMCA staff reserve the right to request proof of age) or to any intoxicated person.
3. Renter acknowledges that The Retreat does not hold or maintain a liquor license and this permission to serve alcoholic beverages does not constitute a liquor license.
4. If any adult attending the event is abusing or misusing alcohol on the Retreat Premises, Renter will take action to have such activities stopped and if necessary will notify the police to seek assistance.
5. **Renter agrees that the Renter is solely responsible for any claim or liability that arises as a result of serving of alcoholic beverages at the Renter's event.**
6. **All Renters must hire a licensed/insured bartender.**
7. **All events serving alcohol past 5:00 pm will be subject to a \$20 per hour fee for an additional staff member to be present.**

Liability: The YMCA of Metropolitan Denver will not assume responsibility for any injury while participating in any rental event. Nor will the YMCA of Metropolitan Denver be liable for lost or stolen items while guests or

program participants are using the facilities on the rental premises. I give permission for the YMCA, without obligation to me to use any photographs, film footage, and/or tape recordings, which may include images of my event for the purpose of promoting Events. I, the undersigned, for myself, my heirs, and assigns, do hereby release the YMCA of Metropolitan Denver and its branches, employees and agents from any claims for injury, death, and/or loss or damage I may suffer as a result of my rental.

Catering/Bartending: The YMCA of Metropolitan Denver will not assume responsibility for any mishaps with the catering and/or bartending company. We must receive a Certificate of Liability insurance prior to your event for any catering company or bartending company that is being used for your event. In the event that we do not receive this information, your catering/bartending company will not be able to provide their services for your event.

The Renter certifies that they have read, understand, will abide by and will communicate to all individual users the Fossil Ridge metropolitan District policies, rules and regulations as stated herein.

Signature: _____

Date: _____

A copy of this contract was offered to me on _____ (date) _____ (Rental party's initials)

_____ (Staff member's initials)

_____ I understand that the Retreat staff is not required to present an updated copy of the contract to me if I choose to make changes in the future. However, if I request an updated copy, they will present one to me.

_____ I understand that if I choose to move any furniture, I must move it back to its original positioning after the completion of my rental.