

**STERLING RANCH COMMUNITY AUTHORITY BOARD  
FACILITIES RULES AND REGULATIONS**

*Adopted and Enforced By  
The Board of Directors  
Sterling Ranch Community Authority Board*

Adopted: August 26, 2020

Preamble

The Board of Directors of the Sterling Ranch Community Authority Board (the “**CAB**”) has adopted the following Facilities Rules and Regulations (“**Rules and Regulations**”) to provide for the orderly and efficient conduct of management, operation and control of certain public facilities of the CAB, including but not limited to the Sterling Center, Parks, Open Space, the Clubhouse and Pool (collectively the “**Facilities**” and each a “**Facility**”).

The CAB expressly reserves the right to make any lawful addition and/or revision to these Rules and Regulations when and as they may become advisable to properly operate and maintain the Facilities and provide related services and to promote the peace, health, safety, and welfare of the people residing in the area under the CAB’s authority pursuant to that certain Second Amended and Restated Sterling Ranch Community Authority Board Establishment Agreement between Sterling Ranch Colorado Metropolitan CAB. Nos. 1 through 7, dated and effective as of March 18, 2020. These Rules and Regulations are supplementary to, and are not to be construed as, any abridgement of any lawful rights of the CAB as outlined in the Colorado Revised Statutes, as applicable.

ARTICLE 1.  
**ACCESS TO AND USE OF THE FACILITIES**

1.1 Access to the Facilities. The Facilities of the CAB are open to the public, subject to the Rules and Regulations set forth herein. The CAB retains the right to limit access to each Facility based upon the safe and reasonable capacity as determined by the Board of Directors in its discretion. Use of the Facilities shall be allowed on a first-come, first-served basis in the event of any such limitations.

1.2 Attire. Proper and appropriate attire should be worn by all persons when utilizing any Facility. Nudity is strictly prohibited. Shirts and shoes are required to be worn at all times in the Sterling Center and the Clubhouse.

1.3 Children. For safety and health reasons, children 13 years of age must be accompanied and supervised by a parent, legal guardian, or, if authorized by a parent or legal guardian, another adult 18 years of age or older, when utilizing the Sterling Center.

**The CAB staff shall not be held responsible for the safety of unsupervised children under age 18 in any of the Facilities.**

1.4 Event and Program Registration and Fees. Persons may register for various activities, programs, special events and classes taking place at or within the Facilities by contacting the CAB. Such persons may be required to sign additional waivers or forms and pay a fee for such activities. Fees are nonrefundable except in the event that the subject activity, program, special event, or class is cancelled for reasons including but not limited to inclement weather.

1.5 Hours of Operation. Generally, the Facilities shall be open seven days a week subject to the hours and seasonal limitations below.

- (a) The Sterling Center shall be open year-round as follows:
  - (i) The Information Center:
    - Monday-Friday: 10:00 a.m. – 6:00 p.m.
    - Saturday-Sunday: 10:00 a.m. – 5:00 p.m.
  - (ii) Grist Brewing Co.:
    - Monday: 4:00 p.m. – 10:00 p.m.
    - Tuesday-Thursday: 2:00 p.m. – 10:00 p.m.
    - Friday: 1:00 p.m. – 11:00 p.m.
    - Saturday: 12:00 p.m. – 11:00 p.m.
    - Sunday: 12:00 p.m. – 9:00 p.m.
  - (iii) Atlas Coffee:
    - Monday-Friday: 6:00 a.m. – 3:00 p.m.
    - Saturday-Sunday: 7:00 a.m. – 4:00 p.m.
  - (iv) The Resident Resource Center:
    - Monday-Friday: 10:00 a.m. – 4:00 p.m. or by appointment
- (b) Parks and open space shall be open year-round as follows:
  - 5:00 a.m. – 11:00 p.m.
- (c) The Clubhouse shall be open year-round as follows:
  - Monday - Friday: 5:00 a.m. – 9:00 p.m.
  - Saturday: 9:00 a.m. – 8:00 p.m.

Sunday: 9:00 a.m. – 5:00 p.m.

(d) The Pool shall be open Memorial Day - Labor Day as follows:

Lap Swim:

Monday - Friday: 5:00 a.m. – 7:00 a.m.

Saturday - Sunday: 9:00 a.m. – 10:00 a.m.

Open Swim:

Monday – Friday: 9:00 a.m. – 8:45 p.m.

Saturday: 10:00 a.m. – 7:45 p.m.

Sunday: 9:00 a.m. – 4:45 p.m.

Lifeguard Hours:

Monday – Friday: 11:00 a.m. – 8:00 p.m.

Saturday: 9:00 a.m. – 6:00 p.m.

Sunday: 9:00 a.m. – 5:00 p.m.

The Board of Directors, in its sole discretion, may make seasonal adjustments or changes to the hours of operation and date and time of opening of the Facilities as it deems necessary and appropriate for CAB programming. People may contact the CAB to obtain up-to-date information relating to the hours of operation for any of the Facilities. Additionally, the CAB reserves the right to close any Facility due to weather conditions, maintenance, preparation for major events, temporary staffing problems or other reasons.

1.6. Lost Articles. The CAB is not responsible for any lost or stolen articles or for accidents on the premises of the Facilities. All personal articles should be locked or secured as appropriate to avoid loss to the owner. There will be a collection spot for all lost articles designated in the Facilities. All lost articles which are not claimed shall be deemed abandoned and donated or otherwise disposed of on a monthly basis as determined by the CAB in its sole discretion.

1.7 Limitation of Liability of CAB. Use of all Facilities shall be at the sole risk of any person using same. Except as provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., the CAB shall not be responsible for any claims for damages by reason of any action or inaction of the CAB or its agents or representatives in connection with any of the Facilities.

1.8 Equipment. All items, furniture, and equipment located on or around the Facilities are the property of the CAB and shall not be taken from the premises without prior

written consent of the CAB. Any violations shall result in criminal prosecution by the CAB. Windows and doors shall not be left propped open by any member of the public.

1.9 Food and Drink. Food and drink are permitted in designated areas within the Facilities. Glass containers are prohibited in all Facilities unless authorized during special events by and in the sole discretion of CAB Management. People consuming food and/or drink must clean up after themselves.

1.10 Smoking, Vaping and Drugs. Smoking of any kind, including, but not limited to, tobacco and marijuana and the use or possession of illegal drugs is prohibited and shall not be permitted on or around the Facilities and is strictly prohibited. Smoking includes the use of electronic smoking or vaping devices.

1.11 Alcohol. The consumption of alcohol in the Facilities is permitted as follows:

(a) The Sterling Center: Adults over the age of 21 may only use alcohol in the Sterling Center if the alcohol is purchased therein. All people using alcohol or otherwise within the Facilities must comply with all applicable rules, regulations, policies, ordinances, and laws promulgated by the CAB and other local, municipal, state, and federal governmental entities.

(b) Parks and Open Spaces: Adults over the age of 21 may only use alcohol in the Parks or Open Spaces when permits or other documentation, if required, have been obtained from the County and/or other applicable governmental entities.

(c) Clubhouse and Pool. Adults over the age of 21 may use alcohol in designated areas in and around the Clubhouse and Pool.

1.12 Animals. Pets are allowed in parks and open space. Animals are not allowed in the Sterling Center, the Clubhouse or the Pool except those specially trained to assist a person with a disability as permitted by State or Federal Law. All animals must be on a leash at all times, and people must immediately pick up and properly dispose of any waste produced by animals under their ownership or control. No animal shall at any time shall be left unattended inside or outside the Facilities unless left in a Designated Area within the applicable Hours of Operation of the nearest Facility. If animals are left in a Designated Area outside of the applicable Hours of Operation, or are left unattended within the Facilities, the CAB reserves the right to contact Douglas County Animals Services to report a lost animal. People leaving their animals in a Designated Area are responsible for any damages to their animal, others' animals, people, or property caused by the pet.

1.13 Solicitation Policy. Sales, solicitations, distribution and posting of materials, and for-profit activities are prohibited within the Facilities and other CAB property unless the CAB gives its prior written approval. The CAB may, within its sole discretion, designate certain areas outside the Facilities for sales, solicitations and distribution of materials. Activities may be further restricted to specific times and dates as determined by the CAB. People may not use the Facilities for commercial or business purposes including, but not limited to, personal training sessions, athletic lessons, advertising, home business party sales (i.e. cosmetics, candles, etc.),

solicitation of business, or promotions unless the CAB gives prior written approval on any terms or conditions required by the CAB.

1.14 Community Bulletin Board. Upon sending a request to info@sterlingranchcab.com, and if the CAB gives written approval of the request, a person may post content on the Community Bulletin Board. Such content may include business cards and flyers no larger than 4 inches by 6 inches. All content will be removed from the Community Bulletin Board and disposed of each January 1, April 1, July 1, and October 1. The CAB reserves the right to ask for additional information to determine whether to grant a request, and to charge a fee for posting content on the Community Bulletin Board.

1.15 Media Wall. The Sterling Center contains a media wall that is owned not by the CAB, but by SR Civic Center, LLC, and its successors and assigns (“**SR Civic Center**”). The Media Walls content and use is governed by a lease agreement between SR Civic Center and the CAB.

1.16 Complaints. Complaints should be directed to the CAB at info@sterlingranchcab.com, and the CAB will make reasonable efforts to promptly resolve the conflict. Under no circumstances will anyone interfere with, attempt to discipline, request special treatment from, or otherwise direct employees in the course of CAB business. People shall not request special personal services from CAB employees.

1.17 Photography. Photography of any kind is not permitted inside the Facilities’ restrooms. When using photographic equipment of any kind in or around the Facilities, people should take care not to inadvertently include in the photo or video any person who has expressed a wish not to be so included. Photographic equipment is permitted at the Facilities for personal use. **From time to time, the CAB may cause photos to be taken at the Facilities to be used for marketing purposes. Persons not wishing to be in such photos should take care to avoid having their photo taken.**

1.18 Audio Devices. Personal audio equipment must be used in compliance with the rules, regulations and policies of the CAB and any applicable noise ordinances or other laws. In parks and open space, amplified sound systems are permitted. In all other Facilities, sound emanating from personal audio equipment must be contained through the use of personal headphones unless the CAB has given prior consent.

## ARTICLE 2.

### CLUBHOUSE AND POOL RULES

2.1 Clubhouse and Pool. The Clubhouse consists of the Great Hall, Pavilion No. 1, Pavilion No. 2, and the Fitness Center. The Pool consists of the Pool deck and surrounding grounds and the swimming pool itself.

2.2 Membership to Clubhouse and Pool. Access to the Clubhouse and Pool shall be open to the following classifications of members:

(a) CAB Residents: These are individuals who either own, or have as their primary residence, property that is within the boundaries of one of the Sterling Ranch Colorado Metropolitan Districts No. 1-7 and their permitted Guests.

(b) Non-Resident Members: Individuals who do not own or have as their primary residence property within the boundaries of one of the Sterling Ranch Colorado Metropolitan Districts No. 1-7, but who have purchased a Non-Resident Membership.

(c) Caregiver Members: One Caregiver Membership per CAB Resident household will be available only to CAB Residents at a rate determined by the CAB Board. This membership permits the identified non-family member caregiver access only in conjunction with the provision of caregiver services to the CAB Resident household.

Collectively, CAB Residents, Non-Resident Members and Caregiver Members are referred to as “Members.” Collectively Members and Guests are referred to as “Users,”

### 2.3 Guests of CAB Resident.

(a) Each CAB Resident household is permitted up to two (2) guests per day with an annual maximum of 25 guest passes per CAB Resident household. Additional guest passes may be available for purchase from CAB staff and should be requested at least 48 hours in advance.

(b) Guests must be accompanied by a CAB Resident at all times during their use of clubhouse and pool facilities.

(c) A fee for Guest use may adopted by the CAB Board at its discretion.

2.4 Cards Required for Access: All Members will be provided a membership card which must be used to enter the facility. Membership cards shall only be used by the designated Member. Lost cards or replacement cards will be subject to a replacement fee as determined by the CAB Board.

2.5 General Behavior Standards. As a condition of use of the Clubhouse and Pool all Users shall adhere to the rules and regulations as stated herein. In addition, no User shall:

(a) Interfere with or act in a physically or verbally abusive manner towards any Clubhouse or Pool staff.

(b) Interfere with any other User or Users use and enjoyment of the Clubhouse or Pool or act in physically or verbally abusive manner towards any other User.

(c) Engage in any behavior that is, or threatens to be, criminal, tortious, or result in bodily harm or property damage.

Users that, in the sole discretion of Clubhouse or Pool Staff, are being disruptive, unruly, using any equipment or area of the facility in a manner for which it was not intended, or are

posing a health or safety threat to themselves or to others may be asked to leave the Facility and may be subject to disciplinary action as provided in Article 4 of these Rules.

2.6 Personal Trainers and Swimming Instructors. Personal trainers and swimming instructors may be available for a fee at such rates as may be set by the CAB Board. Independent contractors may offer personal training or swimming lessons with approval of the CAB Board and execution of an Independent Contractor Agreement on the CAB approved form attached as Exhibit A. Outside trainers or instructors who have not completed the CAB Independent Contractor Agreement will not be allowed.

2.7 Commercial Use. Commercial activities or other private business enterprise is forbidden except as specifically provided for in these Policies. Events of a commercial nature may be held at the Clubhouse provided the User first submits an Application for Facility Use and completes a Clubhouse Rental Agreement in accordance with these Policies. Exterior signage and advertising of any kind shall not be permitted. Events held at the District's Clubhouse are intended for invited guests only and under no circumstances shall commercial activities be solicited to or made open to the public. Any person desiring to hold an event at the Clubhouse which is contrary to these Policies must submit a request in writing at least 30 days prior to the date of such event to the CAB for its consideration. The User must indicate how all safety requirements and other provisions of these Policies have been satisfied. The Board shall make a determination regarding such event at its next regularly scheduled meeting and shall inform the User in writing of its determination. All such requests are subject to the District's discretion.

2.8 Supervision of Children. Children under the age of 13 must be accompanied by an adult over the age of 18 while using the Clubhouse or Pool. Unsupervised children will be asked to leave or to have an appropriate supervisor accompany them.

2.9 Equipment. All equipment, supplies, furnishings, or other amenities located in or around the Clubhouse and Pool are the property of the CAB and shall not be taken from the premises without authorization.

2.10 Lost Articles. The CAB is not responsible for any lost or stolen articles. All personal articles should be locked or secured as appropriate to avoid loss to the owner. Lost items may be turned in to Clubhouse or Pool staff. Any items which are not claimed may be donated to a non-profit collection agency on a monthly basis at the CAB's sole discretion.

2.11 Food and Drink. User provided food and drink shall only be allowed in designated areas of the Clubhouse grounds, the Clubhouse, and the Pool. Glass containers are forbidden in a Pool area. All Users must clean up after themselves

2.12 Weapons. All weapons, including the open carry of firearms, are strictly forbidden in or around the Clubhouse, the Pool and the Pool deck.

2.13 Pets. Pets are not allowed in the Clubhouse or on the Pool deck except service animals or companion animals as defined by the Americans with Disabilities Act and the laws of the State of Colorado. No animals are permitted in the Pool. .

2.14 Clubhouse Specific Rules. All Clubhouse Users shall adhere to the following rules concerning use of the Clubhouse.

(a) Fitness Center Rules:

(i) All use of the fitness equipment is the User's own risk. User's should consult a physician before engaging in a new physical exercise routine. Clubhouse Staff may be available for an equipment orientation upon request.

(ii) All equipment must be used in the manner for which it was designed. Users may be restricted from utilizing the fitness center or specific equipment based on safety considerations, including recommendations of equipment suppliers or manufacturers.

(iii) Slamming or dropping weights is prohibited. All weights and equipment must be re-racked or returned to its proper location after use.

(iv) After use all equipment shall be wiped down with sanitizing solution and provided hand towels. Workout towels are not provided.

(v) Appropriate attire must be worn at all times within the clubhouse. Proper athletic shoes shall be worn when using fitness equipment. Sandals, "Crocs" style, or open toed shoes are not allowed.

(vi) All bags and personal items must be stored appropriately and out of areas of User traffic to ensure a clean and safe environment in which to exercise.

(vii) Personal electronic devices must be used with headphones.

(viii) Talking on a cellphone while using fitness equipment is prohibited.

(ix) Violation of these rules may result in being asked to leave the fitness center.

(b) No personal grills may be used in the Clubhouse or Pool deck area. Onsite grills are available on a first come-first served basis. Users must clean grills after use.

2.15 Pool Specific Rules and Regulations.

(a) The following rules apply to the Pool and Pool deck area:

(i) Swimming any time where a lifeguard is not on duty is at the Users sole risk.

(ii) All Users must take a cleansing shower before entering the pool. Showering after using the pool is recommended.

(iii) Users must wear appropriate swimwear at all times. Street clothing, including basketball shorts, jean shorts, or cargo shorts, undergarments, sports bras, or similar attire is prohibited in the pool. White t-shirts or tank-tops are permitted in the pool if worn over appropriate swim attire. Pool staff will make the final determination of if swimwear is appropriate. Nudity is strictly prohibited.

(iv) Non-swimmers must be accompanied by a swimmer in the water and be within arm's reach at all times.

(v) Glass containers are prohibited in the Pool.

(vi) Users who are ill, have experienced vomiting or diarrhea in the past 24 hours, have open sores, or ear or nasal discharge should not use the pool.

(vii) Any incontinent user must wear approved swim diapers when using the pool. Rubber or plastic swim pants are recommended in addition to a diaper.

(viii) Users shall immediately report any fecal or vomit incident in the Pool to a lifeguard or staff.

(ix) Horseplay, running, diving into the pool and hanging on, swinging from or pulling on aquatic equipment or features is prohibited. Repeat violators will be asked to leave the pool.

(x) Lane ropes and stair railings are installed to assist and guide pool users. Standing or sitting on these items is prohibited.

(xi) When lap lanes are present, those areas are to be used for lap swimming or water walking only.

(xii) During busy times, lap swimmers may be asked to share lanes, circle swim, or limit swim time to ensure all have an opportunity to use the facilities.

(xiii) The pool deck is reserved for walking, safety and emergency purposes. No obstruction of any kind will be permitted in this area.

(xiv) Inflatable pool toys, flotation aids, or similar items are only allowed under the following conditions:

(A) Only transparent circular inflatables no larger than 42 inches in diameter, infant inflatables, water wings with an attached chest piece and pool noodles are permitted in the pool.

(B) Mesh infant inflatables may be no larger than 33 inches by 38 inches

(C) Pool mattresses or other inflatables are prohibited.

(D) Users with non-compliant inflatables or flotation devices will be asked to remove them from the pool.

(xv) Personal sound equipment such as stereos or wireless speakers are permitted so long as they do not disrupt others enjoyment of the Pool. If any complaints are received, Users will be asked to turn down their music, use headphones, or, upon repeated complaint, asked to turn off the device or leave the Pool.

(xvi) The Pool must be cleared during thunder and lightning storms or other inclement weather events that present a danger to Users. The Pool will be cleared if lightning strikes within 10 miles of the Pool or at the discretion of Clubhouse or Pool staff. All Users must follow staff directions and safety instructions. Staff will determine when it is safe to reopen the Pool.

(xvii) Chemicals are used to ensure a sanitary and safe water environment. Conditions are tested and documented on a regular basis. If unacceptable conditions occur, including a vomiting or fecal event, staff will determine if the Pool must be closed to preserve the health, safety and well-being of all Users.

(xviii) Chemicals used in the pool may damage swimwear. CAB is not responsible for any such damage.

(xix) CAB furniture in the Pool area shall not be removed. Users may bring additional portable lounge chairs, umbrellas, or other similar items to the Pool area provided they do not present a safety concern or unreasonably interfere with others use and enjoyment of the Pool as determined by staff.

### ARTICLE 3. FACILITY RENTALS

3.1 Facility Rental. The CAB may, from time to time and within its sole discretion, rent the Facilities as provided herein. Rental of the Facilities are subject to the CAB's rules, regulations, policies, and procedures ("**Rules and Regulations**"), all federal, state, and local laws and ordinances, and any other conditions imposed by the CAB. The CAB may, in its discretion, decline rental of any Facility for any event it deems to jeopardize the safety, health or welfare of the public

3.2 Reservation Process. To make a reservation, any interested person shall:

(a) Submit the Sterling Ranch Community Authority Board Facilities Rental Application and Agreement ("**Rental Agreement**") attached hereto as **Exhibit B**;

(b) Pay the applicable rental fee, security deposit and any other required fees or charges adopted by the CAB Board as specified by the Rental Agreement. All fees and charges are due at the time of submission of the Rental Agreement.

(c) Rentals in some circumstance may require approval from CAB's Board of Directors.

3.3 Limitations. CAB programming will take priority over all rental requests. CAB personnel will review Rentals requests on a first-come, first-served basis, allowing no more than one (1) rental per day and no more than two (2) rentals per calendar month reserved by the same person.

3.4 Recurring Facilities Rental. People may reserve the Facilities on a recurring basis for a maximum of one (1) time per week, three (3) hours per rental during regular operating hours ("**Recurring Rentals**"). Recurring Rentals requests can only be made quarterly; recurring Rentals requests for Rentals first occurring in the first quarter must be received by November 1 of the previous year, and requests for recurring Rentals first occurring in the second, third, or fourth quarters must be received by February 1, May 1, and August 1, respectively, of the same year. Recurring Rentals depend on the availability of space and CAB programming. CAB personnel will review Recurring Rentals requests on a first-come, first-served basis, and will have the discretion to create a rotating list in order to provide equal access to all rental applicants. CAB programming will take priority over all Recurring Rental requests.

3.5 Fees and Costs. All rental fees and costs will be determined by the CAB Board and shall be specified on the Rental Agreement. All deposits, fees, and charges are due at the time the reservation is received by the CAB.

3.6 Security Deposit. The security deposit is collected to ensure the Facilities are returned to CAB in the same condition in which they were rented. The security deposit will be returned only after inspection by CAB staff. If the security deposit is insufficient to pay for any cleaning, repairs, theft or other damage to CAB property, the renting party is liable for any additional amounts as provided in the Rental Agreement.

3.7 Capacity. Any Person renting a Facility shall ensure that the number of attendees during the rented period does not exceed the permitted rental capacity imposed by the CAB. In no case will attendance beyond the maximum capacity as determined by South Metro Fire Protection District be permitted.

3.8 Security. Security personnel shall be required for all rentals at which 50 or more persons will be present. CAB management shall provide a list of approved providers, or permission to use an alternate provider may be requested in writing. CAB management may, in its sole discretion, waive the requirement for security personnel upon request.

3.9 Vendors. Vendors are defined as any person, business, or entity providing a service at the Facilities on behalf of a Renter. Examples include but are not limited to: caterers, bands, DJs, entertainment, and rental supply companies. All vendors must be approved, in advance by the CAB, and provide certificates of insurance listing the Sterling Ranch Community

Authority Board and the CAB Managing Agent as provided in the Rental Agreement. CAB reserves the right to refuse the use of Vendors at its discretion.

3.10 Cancellation and Refund Policy. Refunds for cancellations of facility rentals shall be made in accordance with the terms of the Rental Agreement.

3.11 Specific Facility Rental Rules.

(a) Sterling Center Exhibit Hall. The Sterling Center's Exhibit Hall is a Facility leased by the CAB. Rental of this Facility includes ONLY the Exhibit Hall and does not include the office section of the Sterling Center.

(i) This community amenity is available for rent for the following events including birthday, anniversary parties, etc. Events in this Facility may have a maximum of two hundred (200) people unless otherwise authorized in writing by the CAB. If a greater number of attendees is requested CAB may require additional conditions, including but not limited to an increased security deposit and additional on-site security.

(b) The Clubhouse. The Clubhouse or the portions described herein, may be rented by any Member. Areas of the Clubhouse available for rent include the Great Hall (which includes the kitchen, balcony and outside fireplace patio), Pavilion 1 and Pavilion 2.

(i) Capacity of the Great Hall is limited to one hundred and sixty-nine (169) people on the main level and thirty-one (31) people on the lower level.

(ii) The Great Hall is limited to three (3) rental days per month, and no more than two (2) rentals in a given week. Through May 31, 2021, the Great Hall is only available Monday – Thursday. Beginning June 1, 2021, the Great Hall rental will be allowed one (1) weekend day per month in addition.

(c) Pool Rental and Reservation Policy. The Pool and Pool deck area are not available for reservation or rental except as explicitly authorized by the CAB Board. Any request for reservation or rental shall be submitted in writing to CAB management at least 30 days in advance and shall be considered at the next occurring CAB board meeting. All such requests are subject to the CAB's discretion and subject to terms to be determined by the CAB board.

(d) Parks. CAB owned parks including the shelters and benches, are available for rental. Playgrounds and grassy areas within any Park are not part of any Park rental.

(i) Petting zoos, farm or livestock animals are not allowed on turf areas, including both manicured and native turf, at any time.

ARTICLE 4.  
**BEHAVIOR ENFORCEMENT**

4.1 Disorderly Conduct. The CAB Staff or authorized representatives, including the Managing Agent, may request any person to cease conduct that is:

- (a) In violation of any of these Rules and Regulations or other rules, regulations, or policies of the CAB.
- (b) Interferes with, or is abusive toward, any of the CAB's representatives in the normal operation of the Facilities.
- (c) Interferes with any person's use or enjoyment of the Facilities, or is abusive to any such person.
- (d) Misuse or damage of real property and fixtures or personal property such as furniture and equipment.
- (e) Is criminal, tortious, intimidating or threatening, or any behavior that might result in bodily harm or property damage.

4.2 Remedies Available for Disorderly Conduct. In the event that the offending party fails to cease such conduct after being requested and warned to do so, the CAB is authorized to use all reasonable means necessary to stop such conduct, including, but not limited to, contacting local law enforcement, having the offending party removed from the Facility and/or suspending the offending party's Facility privileges for 48 hours without the necessity of action or consent by the CAB Board. Any person refusing removal from the Clubhouse or attempting to enter or remain on the premises of the Clubhouse after their privileges have been revoked may be subject to arrest and prosecution for criminal trespass under Colorado law.

4.3 Review and Disciplinary Action by Cab General Manager. The CAB General Manager will have fifteen (15) working days to investigate the incident and to make a decision on disciplinary action. The General Manager shall notify the offending party in writing of their decision regarding discipline. The following disciplinary measures may be imposed by the General Manager without the necessity of Board Action:

- (a) First Offense – Issuance of written warning that future conduct will result in suspension.
  - (i) In the case of actual physical altercation or property damage as a First Offense, the District Manager may apply the sanction of a Second Offense.
- (b) Second Offense – Suspension from the Facility for two (2) weeks.
- (c) Third Offense – Suspension from the Facility for one (1) month.
- (d) Fourth Offense – Suspension from the Facility for on (1) year.

4.4 Appeal to Board. Board of Directors shall be notified of all disciplinary measures. Any person may appeal the disciplinary action imposed by the CAB General Manager by requesting a written hearing before the CAB Board within five (5) days of receiving the General Managers decision. Such appeal shall be heard at the next occurring regular meeting following receipt of the request for hearing.

4.5 Discretion of CAB Board. The CAB Board, in hearing an appeal, shall have the authority to:

- (a) Uphold the discipline imposed by the General Manager
- (b) Reduce the suspension imposed by the General Manager
- (c) Increase the suspension imposed by the General manager
- (d) Impose other disciplinary measures it deems appropriate which may include revocation of Facilities privileges for a person and/or that person's family members. The person involved in a disciplinary matter shall receive notice of the violation and disciplinary measures that may be imposed by the Board.

4.6 Restitution for Damage or Costs. If any person commits an act or omission that constitutes a violation of these Rules and Regulations, and the violation causes the CAB to incur damages or expenses, the person who commits the violation, or who is responsible for the person who commits the violation, shall be liable to the CAB for all such damages and expenses and shall repay the same to the CAB upon request. Such expenses may include, but shall not be limited to, reasonable attorneys' fees incurred as a result of the violation, as well as reasonable costs and/or attorneys' fees incurred in obtaining and collecting a judgment against a person who commits a violation or is responsible for a person who commits a violation..

4.7 Record of Violations. Violations and disciplinary measures taken related to any Violations will be recorded in writing and kept on file by CAB personnel.

**STERLING RANCH COMMUNITY AUTHORITY BOARD  
FACILITIES RULES AND REGULATIONS**

**EXHIBIT A**

Independent Contractor Agreement for Personal Training or Lessons

**STERLING RANCH COMMUNITY AUTHORITY BOARD**  
**NON-EXCLUSIVE INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR**  
**PERSONAL TRAINING AND SWIM INSTRUCTION SERVICES**

This Non-Exclusive Independent Contractor Agreement (“**Agreement**”) is made and entered into this \_\_ day of \_\_\_\_\_, 20\_\_ by and between the Sterling Ranch Community Authority Board, a political subdivision and public corporation of the State of Colorado formed pursuant to §§ 29-1-203 and 29-1-203.5, C.R.S. (the “**CAB**”) and \_\_\_\_\_, an individual (“**Contractor**”).

**RECITALS**

A. The CAB is the owner and operator of certain recreational facilities within the Sterling Ranch Community including fitness center and a swimming pool facilities (the “**Facilities**”) for the benefit of Users of the Facilities as defined in the CAB rules and Regulations.

B. Contractor is engaged in the business of providing various for-hire personal services including, without limitation, personal fitness training, group fitness training, swimming instruction, and/or aquatic exercise.

C. In order to provide robust and diverse fitness options to Members and help promote active and healthy lifestyles in the community, the CAB has determined personal and group training and fitness instruction should be offered.

D. Contractor is experienced in providing all or some of the personal or group training or fitness instruction described herein.

NOW THEREFORE, CAB and Contractor enter this Agreement effective as of the date first written above to provide the services described herein.

1. Services: Contractor shall make the following services available to Members at the Facilities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (the “**Services**”). Contractor may provide private instruction in the Facilities as scheduled with Members. Any group or pre-scheduled class shall be arranged and approved with CAB Staff, such schedule may be adjusted as necessary at CAB’s discretion. All Services shall be provided in a safe manner and using that degree of skill and knowledge customarily employed by other professionals performing the same or similar services in the State of Colorado.

2. Limitation of Services to Users: Only authorized Users of the Facilities, as provided in the CAB Rules and Regulations, shall be permitted to utilize Contractor’s services in

the Facility. Contractor has no right to offer Services to anyone not otherwise permitted in the Facility.

3. Term: The term of this agreement shall commence on the date first written above and shall terminate on December 31 of the year in which it was entered unless otherwise terminated as provided herein.

4. Compensation: Contractor and CAB shall agree upon a schedule of fees for all Services offered by Contractor. CAB shall collect all fees for Services. Contractor shall be entitled to 80% of the fee for performance of the Services. CAB shall be entitled to 20% of the fee as consideration for providing the Facilities in which Services are offered.

5. Equipment and Supplies: Contractor shall be entitled to use all equipment and materials available in the Facilities to provide the Services. Contractor may provide additional equipment or supplies at their own cost. Contractor may store any equipment or supplies at the Facilities with CAB permission; however, CAB shall not be responsible in any way for Contractor's equipment or supplies.

6. Promotion and Advertising: Contractor may provide its own flyers or advertising material for the Services at Contractor's expense. All flyers must be approved by CAB before being posted or passed out by Contractor. Approved flyers may be posted in the Facilities in designated locations. CAB may post information concerning the Services in its newsletters and on its website at its discretion.

7. Compliance with Rules and Regulations: Contractor shall follow all rules and regulations concerning use of the Facilities and shall ensure that Members using the Services comply as well. Contractor shall report any violations of the rules to CAB staff. Failure to ensure compliance with the rules and regulations may result in termination of this Agreement.

8. Non-Exclusive Agreement: This Agreement is non-exclusive. Nothing contained in this Agreement shall prevent or prohibit CAB from entering into other agreements with other Contractors to provide the same or similar services to Members in the Facilities.

9. Independent Contractor Status: CAB and the Contractor agree Contractor is an independent contractor, as provided in § 8-40-202(2)(b)(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Contractor or any of its employees, agents, subcontractors or suppliers as employees of the CAB. The Services to be performed by the Contractor shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the CAB, except the portion of the any fees charged paid the CAB to the Contractor for the Services performed as provided herein. The CAB shall not be responsible for the Contractor's means, methods, techniques, sequences or procedures of Services or for safety precautions incident thereto. Contractor acknowledges CAB does not provide any liability, medical or other insurance coverage and that Contractor is responsible for obtaining any such coverage. **The Contractor is not entitled to workers' compensation benefits and the Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

10. Indemnification and Hold Harmless: The Contractor shall to the fullest extent permitted by law, indemnify, defend and hold harmless the CAB and its affiliated entities or other persons or entities designated by CAB, and their respective directors, trustees, officers, managers, agents and employees from and against any and all losses, damage, injuries, claims, cause or causes of action, or any liability of any kind resulting from, arising out of, or in connection with Contractor's provision of the Services pursuant of this Agreement.

11. Insurance: The Contractor recognizes and agrees that it is their responsibility to acquire and maintain current commercial general liability insurance coverage in the amounts no less than \$1 million per accident and \$2 million per annual aggregate, and that CAB shall be a named insured on the policy. Proof of insurance, must be provided at the signing of contract and updated policies and renewals are the responsibility of the Contractor and must be presented to the CAB before any expirations take effect.

12. Termination: Either CAB or Contractor may terminate this Agreement for cause or for convenience upon the provision of three days written notice. If the termination is by CAB is for cause and is in the interest of community safety, such termination shall be effective immediately, otherwise, termination shall be effective with 3 days written notice. In the event of a termination, CAB shall ensure Consultant receives all fees owed through the date of termination.

13. Agreement Not Assignable: This Agreement may not be assigned or subcontracted by Contractor to any other individual or entity.

14. EMPLOYMENT OF ILLEGAL ALIENS. Pursuant to the requirements established by §§ 8-17.5-101, et seq., C.R.S.

a. Contractor acknowledges that, prior to executing the Contract, Contractor has certified that it does not knowingly employ or contract with an illegal alien to perform work under the Contract and that Contractor has participated in the E-Verify Program (formerly known as the Basic Pilot Program ) (the "E-Verify Program") or the Colorado Department of Labor and Employment (the "Department") program established by § 8-17.5-102(5)(c), C.R.S. (the "Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Contract.

b. Contractor shall not:

- i. Knowingly employ or contract with an illegal alien to perform work under the Contract; or
- ii. Enter into a contract with a subcontractor who fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract.

c. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Contract through participation in the E-Verify Program or the Department Program.

i. In the event Contractor uses the Department Program for the employment verification described herein, Contractor shall comply with the requirements mandated by § 8-17.5-102(5)(c), C.R.S. including:

1. Contractor shall comply with the provisions of § 8-17.5-102(5)(c), C.R.S.; and

2. Contractor shall notify the CAB of its determination to participate in the Department Program, and

3. Contractor must, within twenty days after hiring an employee who is newly hired to perform work under the Contract, affirm that Contractor has examined the legal work status of the employee, retained file copies of the documents required by 8 U.S.C. § 1324a and not altered or falsified the identification documents for the employee, and Contractor must provide a written, notarized copy of the affirmation of compliance with § 8-17.5-102(5)(c), C.R.S. to the CAB.

4. Contractor shall indemnify and hold harmless the CAB, its directors, officials, agents and employees, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities of, by or with respect to third Parties, arising from Contractor's failure to comply with the provisions of the Department Program and §§ 8-17.5-102(5)(c), C.R.S., arising under this Addendum or in any way related to performance hereof. The obligations of this indemnification shall survive the termination or expiration of this Addendum and the Contract.

d. Contractor is prohibited from using E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Contract is in effect.

e. If Contractor obtains actual knowledge that a subcontractor performing work under the Contract knowingly employs or contracts with an illegal alien, Contractor shall:

i. Notify the subcontractor and the CAB within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking, pursuant to the law.

g. If Contractor violates any of the provisions under this Section, the CAB may terminate the Contract for breach of contract. Contractor shall be liable for actual and consequential damages to the CAB.

15. Entire Agreement: This Agreement, including any exhibits, constitutes the entire Agreement between the Parties relating to the Services and sets forth the rights, duties, and obligations of each to the other as of the effective date of this Agreement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Contractor and the CAB.

16. Binding Agreement: This Agreement shall inure to and be binding on the successors, and assigns of the Parties hereto.

17. No Waiver: No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

18. Counterparts; Facsimile Signatures: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

19. Compliance with Law: Contractor shall comply with all local, municipal, state, federal laws, orders and regulations applicable to Contractor's performance of services hereunder.

20. Controlling Law/Venue: This Agreement shall be governed by and construed in accordance with the law of the State of Colorado and any disputes shall be heard in the district court for Douglas County, Colorado.

21. Authority: Contractor hereby represents and warrants to the CAB that it is a duly authorized, existing and qualified corporation under the laws of the State of Colorado and is authorized to do business in the State of Colorado, that it has full right and authority to execute and enter into this Agreement and perform its obligations hereunder, and that every person signing on behalf of Contractor is authorized to do so.

**[Signature Page to Follow]**

**Contractor:**

\_\_\_\_\_  
Signature

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

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

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**STERLING RANCH COMMUNITY AUTHORITY BOARD  
FACILITIES RULES AND REGULATIONS**

**EXHIBIT B**

Sterling Ranch Community Authority Board Facilities Rental Application and Agreement

**STERLING RANCH COMMUNITY AUTHORITY BOARD**  
**APPLICATION AND AGREEMENT FOR PRIVATE RENTAL OF FACILITIES**

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**FOR PRIVATE AND GUARANTEED RESERVATION OF FACILITIES:**

Please complete all requested information and return the completed application and agreement with payment of security deposit and rental fees to the Sterling Ranch Community Authority Board (at the address listed below):

Sterling Center  
8155 Piney River Avenue  
Littleton, CO 80125

All applications will be taken and reviewed on a first-come, first-served basis. Reservation of the recreation amenities will be considered received and reviewable for approval once the completed application and agreement are received with all necessary payments and deposits. The CAB will notify the Rental Party when the reservation is confirmed.

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**TERMS AND CONDITIONS:**

1. Use of the Facilities, including the Sterling Center, parks, and open space, is subject to the CAB's rules, regulations, policies, and procedures, including the Facilities Rules and Regulations, ("**Rules and Regulations**") and all federal, state, and local laws and ordinances. By signing this Agreement, you acknowledge you are aware of and agree to abide by all laws, ordinances and Rules and Regulations. Rentals may require approval from the CAB's Board of Directors.
2. There are inherent risks to any individual who chooses to use the Facilities. The CAB will not be liable for any injury to persons or property. Each person who elects to use the Facilities assumes the inherent risks in doing so and assumes responsibility for ensuring their own safety and well-being. The CAB will make every effort to maintain all equipment in operational condition.
3. The deposit and rental fees are due in full at the time the reservation is received by the CAB in the amount indicated on Exhibit A to this Agreement. The security deposit paid will be applied to any additional charges assessed as a result of the Rental Party's failure to properly clean the premises, theft of any of the CAB's property, or any damage to the Facilities. If the deposit is insufficient to pay for any cleaning, theft, or damage, the Rental Party will be liable for payment of any additional amounts owed and agrees to pay those amounts immediately upon request from the CAB. The remainder of the security deposit will be returned to the Rental Party only after the facilities have been inspected by the CAB.
4. The Rental Party must be present at the rented Facilities at all times during the rental period. The Rental Party is responsible for the conduct and welfare of all people using the Facilities during the rental period, including supervision of minors.
5. Rentals are only permitted within the Facilities' hours of operation.
6. Due to scheduling of events, all reservations must begin and end at the time indicated on the Rental Agreement. Your rental time includes any set up or clean up time. Additional charges and/or fines may apply in the event of Facility use beyond the hours indicated on the Rental Agreement, including time used for set-up or clean-up. There will be no refunds issued for time reserved and not utilized. The Rental Party should include time for set-up and clean-up in the Rental Application and Agreement.

7. Certain Facility rentals may require Permits, such as a Special Event Permit or Liquor License Special Event Permit, from Douglas County. All such Permits will be required in addition to rental of any Facility.
8. Any equipment currently present at the Facility will be included for use by the Rental Party as indicated in the Rental Agreement except that Parks and Open Space rentals shall not include playgrounds or turf areas beyond the defined Facility area. The CAB is not responsible for providing additional equipment. The Rental Party is responsible for providing and removing any furniture or equipment in excess of that currently present.
9. Amplified sound is subject at all times to the applicable noise restrictions of the CAB and other governmental entities. Use of exterior sound systems at the parks and open space Facilities must conclude no later than 9:00 pm. The Rental Party may bring personal music selections and appropriate devices for playing such music to the Facilities. Any such personal music selection must not have obscene or otherwise inappropriate lyrical content.
10. No smoking of tobacco or marijuana (including with electronic smoking devices) is allowed anywhere at the Facilities at any time.
11. Adults over the age of 21 may only use alcohol as permitted by the applicable rules, regulations, policies, ordinances, and laws promulgated by the CAB and other local, municipal, state, and federal governmental entities.
12. Glass containers are prohibited in all Facilities unless authorized during special events by, and in the sole discretion of, CAB Management
13. Restrooms are not provided at any of the outdoor Facilities.
14. Petting zoos, farms, and livestock animals are not allowed on turf areas (including both manicured and native turf).
15. Vendors are defined as any person, business, or entity providing a service at the Facilities. Examples include but are not limited to: caterers, bands, DJs, entertainment, and rental supply companies. Every vendor must be approved, in advance, by the CAB. Vendors are required to furnish to the CAB a copy of a complete vendor packet including a Certificate of Insurance. The CAB reserves the right to refuse use of certain caterers, vendors, designers, rental companies, disc jockeys, bands, or any other party supplying goods or services.
16. The Rental Party is responsible for its own set-up and clean-up.
17. All areas are required to be returned in the condition they are received. The Rental Party will be responsible for ensuring that the Facilities are cleaned up following the rental. Clean-up responsibilities include:
  - a) Remove and dispose of all decorations, including adhesives and tape. All other materials and products supplied by the Rental Party must be removed at the end of the rental period.
  - b) All trash must be properly removed from the Facilities and disposed of. The CAB does not provide a dumpster or trash receptacle for Private Rentals. The Rental Party is responsible for removing all trash from receptacles in the immediate vicinity and within the Facilities rented and for installing empty trash bags into such receptacles.
  - c) Clean and disinfect all surfaces, especially where food was served.

18. The Rental Party may cancel the Rental Agreement at any time. Cancellations must be submitted in writing. All cancellations will be subject to a full refund of the security deposit. A full refund of the rental fees may be issued for Rental Agreements cancelled 30 or more days prior to the event. A 50% refund of rental fees may be issued for Rental Agreements cancelled 14-29 days prior to the event. Any reservations cancelled less than 14 days prior to the event will forfeit the full amount of the rental fee at the sole discretion of the CAB.

19. This list is not an exhaustive list of rules and regulations. The CAB reserves the right to amend these policies and procedures as necessary.

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**EVENT DATE:** \_\_\_\_\_ **EVENT TIME:** \_\_\_\_\_ **# OF GUESTS:** \_\_\_\_\_

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Rental Host Name

---

Rental Host Address

---

Phone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

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Additional Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_ Relationship to Host \_\_\_\_\_

The premises are to be used for the following purpose: \_\_\_\_\_

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**STERLING RANCH COMMUNITY AUTHORITY BOARD APPLICATION AND  
AGREEMENT FOR RENTAL OF FACILITIES**

**EXHIBIT A**

RENTAL FEES AND CHARGES

**Clubhouse Rental Fees.** Fees to rent the clubhouse are as follows. All fees due at receipt of reservation.

\_\_\_\_ **Great Hall** (includes main hall and balcony)

Resident: Fee - \$150 / hour with a 4 hour minimum x \_\_\_\_ Hours = \$ \_\_\_\_\_

- Security Deposit: \$500- \$1000 (depending upon the # of hours and use requested)

Non-Resident: Fee \$ 350/ hour with 4 hour minimum x \_\_\_\_ Hours = \$ \_\_\_\_\_

- Security Deposit: \$1,000 - \$2,000 (depending upon the # of hours and use requested)

\_\_\_\_ **Pavilion 1** (north, larger) – Resident Fee \$ 25 per hour x \_\_\_\_ Hours = \$ \_\_\_\_\_

Weekend: \_\_\_\_ Friday, \_\_\_\_ Saturday, \_\_\_\_ Sunday

Time Blocks: \_\_\_\_ 9:00a – 12:00pm

\_\_\_\_ 1:00p - 4:00pm

\_\_\_\_ 5:00p – 8:00pm

\_\_\_\_ **Pavilion 2** (south, smaller) – Resident Fee \$ 25 per hour x \_\_\_\_ Hours = \$ \_\_\_\_\_

Weekend: \_\_\_\_ Friday, \_\_\_\_ Saturday, \_\_\_\_ Sunday

Time Blocks: \_\_\_\_ 9:00a – 12:00pm

\_\_\_\_ 1:00p - 4:00pm

\_\_\_\_ 5:00p – 8:00pm

**Sterling Center – Exhibit Hall Rental Fees.** The fees are as follows. All fees due at receipt of reservation.

Resident: Fee – \$350.00 x \_\_\_\_ Hours = \$ \_\_\_\_\_

Security Deposit = \$1,000.00\*

Non-Resident: \$750.00 x \_\_\_\_ Hours = \$ \_\_\_\_\_

Security Deposit = \$2,000.00\*

**Park Rental Fees.** Fees to rent the Parks are as follows. All fees due at receipt of reservation. 3 hour minimum.

Park Shelters:

\_\_\_\_ Park 1 - Providence Park: Fee – \$150.00 x \_\_\_\_ Hours = \$ \_\_\_\_\_

Security Deposit - \$300.00

\_\_\_\_ Park 2 – Pioneer Park: Fee - \$100.00

Security Deposit = \$200.00

\_\_\_ Park 3 - Pat Gallagher: Fee - \$100.00 x \_\_\_ Hours = \$ \_\_\_\_\_  
Security Deposit = \$200.00  
\_\_\_ Park 4 – McCormick Park: Fee - \$100.00  
Security Deposit = \$200.00

**Refundable Security Deposit:** A check or credit card payment is required as a security deposit for all rentals. The deposit is due in full at the time of reservation. The security deposit cannot be applied to the rental fees. The security deposit will be applied to any additional charges assessed as a result of the Rental Party’s failure to properly clean the premises, theft of any of the CAB’s property, or any damage to the Facilities. If the deposit is insufficient to pay for any cleaning, theft, or damage, the Rental Party will be liable for payment of any additional amounts owed and agrees to pay those amounts immediately upon request from the CAB. The remainder of the security deposit will be returned to the Rental Party only after the facilities have been inspected by the CAB and subject to the remaining terms of all applicable rules and regulations. Upon completion of inspection, security deposits will be submitted for refund, which may take up to 30 business days to receive.

**Additional Fees May Apply:** If Facility use extends beyond the hours indicated on the Rental Agreement, including time used for set-up or clean-up, the additional time will be billed at the hourly rate for the Facilities used. If items are not removed the day of the rental, a \$50 daily storage fee will be charged. If the Facility is not returned to its original condition following the rental, a \$75 per hour cleaning fee will be charged. The Rental Party will provide credit card information for these potential charges and agrees pay any amounts due immediately upon request from the CAB.

**Cancellation:** The Rental Party may cancel the Rental Agreement at any time. All cancellations must be submitted in writing and will be subject to a full refund of the security deposit. A full refund of the rental fees may be issued for cancellations 30 or more days prior to the event. A 50% refund of rental fees may be issued for cancellations 14-29 days prior to the event. Any reservations cancelled less than 14 days prior to the event will forfeit the full amount of the rental fee at the sole discretion of the CAB.

**VENDOR INFORMATION:** If the event will include catering, equipment rental, alcohol, an entertainment provider, or any other service to be provided at the Facilities, the CAB may require additional documentation for approval.

List any vendors to be used during this rental: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Certificate of Insurance was Received.

**INDEMNIFICATION AND HOLD HARMLESS:** The Rental Party agrees that the CAB, Capital Consultants Management Corporation (CCMC), and their respective members, directors, officers, agents, and employees are not liable for injuries to persons or property occurring within or around the Facilities in conjunction with the Rental Party’s use of the Amenities, unless such injuries are the result of such persons’ intentional acts or omissions. The Rental Party agrees to indemnify and hold harmless the CAB, CCMC, and their respective members, directors, officers, agents, and employees from any and all damages, losses, liabilities, claims, costs, and expenses, including reasonable attorneys’ fees in defending against the same, arising in any way out of the use of the Facilities or the CAB’s equipment, including the negligence of the CAB, CCMC, and their respective members, directors, officers, agents, and employees.

By signing below, the Rental Party acknowledges that they have read, fully understand, and agree to abide by all Terms of the Rental Agreement and all of the CAB's Rules and Regulations. Should any terms be violated, the Rental Agreement will become null and void, the event will be cancelled, and the security deposit will be forfeited in full.

\_\_\_\_\_  
Signature of Rental Party

\_\_\_\_\_  
Signature of Official CAB Representative

\_\_\_\_\_  
Printed Name of Rental Party

\_\_\_\_\_  
Printed Name of Official CAB Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**STERLING RANCH COMMUNITY AUTHORITY BOARD APPLICATION AND  
AGREEMENT FOR RENTAL OF FACILITIES**

**EXHIBIT B**

ACKNOWLEDGEMENT OF RULES & REGULATIONS FOR PRIVATE RENTALS

- \_\_\_\_\_ I understand that I assume the inherent risks in using the Facilities and take responsibility for ensuring the safety and well-being of myself and my guests.
- \_\_\_\_\_ I understand that I must be in attendance for the entire duration of my rental and that during this time, I take responsibility for all of my guests, including minors.
- \_\_\_\_\_ PARKS: I understand this rental only includes the specified Facilities and does not provide for exclusive use of other outside areas, including turf areas, playgrounds, or other park amenities.
- \_\_\_\_\_ I understand that in the event that another party has reserved other area(s) of the Facilities, I am responsible for keeping my guests within the designated rental area.
- \_\_\_\_\_ I understand that I may be required to obtain a Permit from Douglas County in addition to rental of any Facilities.
- \_\_\_\_\_ I understand that my rental period includes set-up and clean-up time. I understand that if my use of the Facilities goes outside of the designated time, I will be charged additional fees in accordance with the Rental Agreement.
- \_\_\_\_\_ I understand that smoking of tobacco or marijuana are not allowed at the Facilities.
- \_\_\_\_\_ I understand that restrooms are not provided at any outdoor Facilities.
- \_\_\_\_\_ I understand that if I choose to have an outside vendor at my event, the CAB will require additional documentation for approval.
- \_\_\_\_\_ I understand that I am responsible for all set-up of my rental, and I will abide by all regulations pertaining to my set-up, including deliveries, decorations, furniture, and other supplies. I understand that delivery vehicles must remain on the street and cannot access facilities via sidewalks or landscape areas, including native grasses.
- \_\_\_\_\_ I understand that I am responsible for all clean-up of my rental, and I will return the Facilities to the condition in which they are received. I understand that if I fail to return the Facilities to these conditions, I will be charged additional cleaning fees.
- \_\_\_\_\_ I understand that all material, products, and decorations must be removed at the end of my rental period. If items are not removed at the end of the rental, I understand that a \$50 daily storage fee will be charged. Damage to the facility caused by using nails, screws, hooks, or adhesives that do not come off will cause a forfeit of the security deposit.
- \_\_\_\_\_ I understand the cancellation policy, and that I must submit cancellation requests in writing.
- \_\_\_\_\_ I understand that if I or my guests violate the CAB's Rules and Regulations or any part of the Rental Agreement, my rental will be null and void, my event will be cancelled, and my security deposit will be forfeited in full.

\_\_\_\_\_  
Signature of Rental Party

\_\_\_\_\_  
Signature of Official CAB Representative

\_\_\_\_\_  
Printed Name of Rental Party

\_\_\_\_\_  
Printed Name of Official CAB Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**FOR ADMINISTRATIVE USE ONLY**

\$\_\_\_\_\_ Fees and Deposits Paid | Date Paid \_\_\_\_\_ | Form of Payment: Check #\_\_\_\_\_ / Credit Card  
#\_\_\_\_\_

\$\_\_\_\_\_ Deposits Returned | Date Returned \_\_\_\_\_