Normandy Estates Metropolitan Recreation District

5380 W. Coal Mine Ave. Littleton, CO 80123

Facility Rental Agreement

# Event Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Event Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Event Start/Stop Time (including setup/cleanup): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Resident/Member Non-Resident Number of guests expected: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 2024 Prices1 hr increments(2 hr minimum required) | **Resident or Member** | **Non-Resident** | **Refundable****Deposit** | **Hours Rented** | **Cost** |
| **Clubhouse Pool Bundle** | **$185 / hr** | **$305 / hr** | **$200** | **\_\_\_\_\_** | **\_\_\_\_\_** |
| **Pool Only**Includes both pavilions | **$150 / hr** | **$ 250 / hr** | **$200** | **\_\_\_\_\_** | **\_\_\_\_\_** |
| **Extra Pool Guests**(if more than 50 guests) | **+$50 / hr** | **+$50 / hr** | **N/A** | **\_\_\_\_\_** | **\_\_\_\_\_** |
| **Clubhouse Only**Includes East Pavilion[Max occupancy 56] | **$35 / hr** | **$55 / hr** | **$200** | **\_\_\_\_\_** | **\_\_\_\_\_** |
| **Pavilion Only**Only during normal swim hoursTwo available (East and West) | **$15 / hr** | **$30 / hr** | **N/A** | **\_\_\_\_\_** | **\_\_\_\_\_** |
| **Total** |  |

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I have read and understand the rental regulations of the NEMRD Rental Agreement available below / on the Normandy Pool Website: <https://normandypool.colorado.gov/facility-rental>

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

Renter Signature Date

This form, along with the deposit fee, is to be e-mailed (NormandyPoolRentals@gmail.com) or mailed (PO BOX 1045, Littleton, CO 80160) to the Facility Manager at least 2 weeks prior to the rental. $100 cancellation fee if event is cancelled within 7 calendar days of the event. Rental time includes setup and clean up.

**Office use only**

Deposit Fee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Received \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Check \_\_\_\_\_\_\_ Cash \_\_\_\_\_\_\_\_\_\_\_

Total amount due at time of rental \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Form of payment: Check # \_\_\_\_\_\_\_\_\_\_\_\_ Cash \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CC (square) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NEMRD Facilities Checklist**

# Facilities Rented (Check one)

|  |  |
| --- | --- |
|  | **Clubroom and East Pavilion** |
|  | **Clubroom, Pavilions, Pool** |
|  | **Pavilions, Pool** |

General Information

* Smoker/foggers, bubble machines, etc are not allowed inside building.
* The Renter must be present during the entire time of the event.
* All decorations must be taken down and properly disposed of after the event. NEMRD furniture used during the party shall be returned to its original location. Renter is expected to clean up the area and take trash bags to the dumpster in the parking lot.
* Renter is responsible for using the facilities within the allotted rental time frame. **Renter’s set-up and clean-up time is included in the rental period. Any party setting up at the premises more than 15 minutes prior to the agreed upon event start time or vacating the premises more than 15 minutes after the agreed upon event end time will be charged $25.00 for each additional ½ hr or fraction thereof.**
* Clean up of the room is the responsibility of the Renter. A broom, mop and vacuum are provided for your use.

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Pre Party** | **Post Party** | **Description** |
| **Clubroom** |
| 1 |  |  | Kitchen sink, counter, cabinets, appliances, etc wiped down and cleaned |
| 2 |  |  | Floors will be swept and mopped, if necessary, and carpets vacuumed |
| 3 |  |  | Clean interior and exterior of microwave |
| 4 |  |  | Folding tables and chairs will be wiped down and returned to storage closet in a neat and orderly manner |
| 5 |  |  | Trash will be disposed of in parking lot dumpster. |
| 6 |  |  | Unless stated in the contract, guests are NOT permitted to use any other part of the facility including the locker rooms, snack bar, pool, tennis courts or West pavilion. |
| 7 |  |  | Decorations removed from clubhouse |
| 8 |  |  | The facility must be cleared of all guests and items (rented equipment including linens, dishes, etc) by the time specified on the contract. |
| 9 |  |  | Bathrooms will be cleaned including toilets, sinks, counter tops and floors.  |
| 10 |  |  | Clubhouse furnishings – No spills, stains, tears in fabric or other damage visible. |
| 11 |  |  | With the exception of the folding tables and chairs, no furniture will be removed from the clubhouse at any time |
| 12 |  |  | Do not wear or bring wet swimming suits, clothing or towels into the clubhouse at any time.  |
| 13 |  |  | Clubhouse lobby will be swept  |
| **Pool and Locker Rooms** |
| 1 |  |  | Trash receptacles around pool emptied and trash deposited in parking lot dumpster. All trash picked up around pool. |
| 2 |  |  | Pool decking free from spills and stains |
| 3 |  |  | Pool furniture left in orderly manner |
| 4 |  |  | No debris left in pool. All decorations around pool removed.  |
| 5 |  |  | Locker rooms left clean. All personal items removed. |
| 6 |  |  | All trash removed from locker rooms and deposited in parking lot dumpster |

**ENSURE GAS IS TURNED OFF TO GRILL AND FIREPIT. COVER GRILL & FIREPIT (WHEN COOL)**

**FIREPLACE SWITCH IS TURNED OFF.**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| PRE-EVENT – RENTER’S SIGNATURE | POST-EVENT - RENTER’S SIGNATURE | DATE |
|  |  |  |
| PRE EVENT - STAFF SIGNATURE | POST EVENT – STAFF SIGNATURE | DATE |

**Terms and Conditions of the Rental Agreement**

**Pavilion Only** rental fees are due at time of reservation. Rentals are available only during pool season and open hours. All guests will sign-in at check-in. A walk-up fee per guest will be due by the renter at the end of the event for all non-member guests regardless of whether they swim.

**Pool Rentals** require a two week notice and are only available during the summer season. Lifeguard coverage is required and the cost of the lifeguards is included in the rental fee. No refunds will be given for inclement weather affecting the use of the pool.

**Vendors and Deliveries** – Renter is responsible for all correspondence/contact with vendors and caterers hired for the function. Pick-ups should be on the same day of the event as we often have rentals back to back. Storage is not available.

**Clubroom Furnishings** – Clubroom furnishings, fixtures, window treatments, accessories, wall art, rugs, appliances, etc. are the property of NEMRD and shall not be removed from the facility for any reason. Interior furnishings are not suitable for outdoor use and Renter shall be assessed charges for damage. Furnishings may be carefully moved to the sides of the clubroom to accommodate banquet tables and activities requiring open floor space. All furnishings so moved shall be returned to their original location at the termination of the event. Renter shall have access to 2 banquet tables, 4 card tables, 12 folding chairs, and 8 stacking chairs.

**Decorations** – Decorations must be approved before they are used. All decorations must be taken down and properly disposed of immediately after the event. **Difficult to clean materials such as candles, rice, birdseed, confetti, glitter, potpourri, feathers and flower petals are not allowed. Smoke, bubble and fog machines are not allowed inside the building (they are allowed outside but must not be brought inside).**

**Set Up and Tear Down** – Renters are responsible for their own set-up and teardown of tables, chairs, etc. Please make sure you have enough time in your rental to accommodate set up and tear down.

**Music and Dancing** – Amplification may be used. The sound level must remain acceptable for a residential neighborhood and may not violate the Jefferson County ordinance. If music is played loud enough to cause a disturbance, the rental party will be asked to turn the music off and may risk being ticketed by the Sheriff’s department.

**Smoking** – Smoking is prohibited within the NEMRD clubhouse and pool grounds. Smoking material left on NEMRD grounds will result in a clean-up fee.

**Alcohol** – Alcohol may be served during your event and only in the areas you have rented. It is required that your bar be continuously supervised by an adult over the age of 21. The sale of alcohol is prohibited. No liquor, including 3.2% beer, shall be served on the premises to an individual under the age of 21. Renter agrees to arrange alternative transportation for any attendee who is unable to safely and responsibly drive away from the Renter’s event due to intoxication. Renter agrees that Renter is solely responsible for any claim or liability that arises as a result of serving of alcoholic beverages at Renter’s event. Please keep kegs in a leak proof container outside on the patio or grass areas. Kegs are NOT allowed in the clubhouse at any time. Cleaning of spillage is the Renter’s responsibility. Glass containers are not allowed outside of the building.

**Clean up and Damages** – The Renter is required to place all trash in trash bags, properly dispose of it in the dumpster, vacuum, sweep, wipe up any spills, take down all decorations, and remove all items brought to the NEMRD property for the event. Failure to do so will result in a clean-up fee.

Any damages, (interior/exterior), are the Renters responsibility, including deliveries and pick-ups. Additional fees may be assessed for damages. Before and after the event, a NEMRD representative will inspect the facility with the Renter for any damages. The NEMRD clubhouse must be vacated by 10:00 pm (unless otherwise stated in the "**Facility Rental Agreement**" contract). The entire facility shall be left clean and orderly. The Renter is responsible for paying full replacement cost or full repair cost, as determined by NEMRD, for any property loss or damage resulting from the use of NEMRD property by the Renter or the Renter’s guests. This Agreement is not transferable. Violation of this provision, any other provision of this Agreement or any NEMRD rule, procedure, or regulation will result in the immediate termination of this Agreement and event at the sole discretion of NEMRD.

**Parking** – Parking is available on a first-come, first-serve basis. Parking is limited during the busy summer months. Encourage guests to carpool to your event. We are not responsible for any damages or theft from cars in the parking lot.

**Reservations** – Reservations can be made up to **3** months in advance. The refundable damage deposit must be paid in full by the renter at the time of the reservation. The rental balance is due in full on the day of the event. The reserving party must sign the rental agreement contract and be present the entire time of the function. They will be the sole contact person for the NEMRD Board before, during and after the event. Renter will receive a copy of the signed contract upon booking the reservation. Reservation time includes set-up and clean-up times. Anything brought into facility for the event must be removed from the facility at the time of clean up. All events must be over by 10:00 pm, including clean up, unless otherwise agreed and stated in the contract. Rental of the clubroom **does not** include the use of the outdoor pool by renter or guests, unless specifically stated in the Facility Rental Agreement contract. Please make arrangements with the NEMRD representative in advance if you wish to use the pool. NEMRD reserves the right to deny use of the pool and any other facilities due to: intoxication or persons under the influence of drugs or alcohol, overcrowding, excessive noise, unruly behavior, failure to comply with NEMRD regulations as stated herein, inclement weather or other condition which may compromise the safe operation and security of NEMRD property.

In order to rent any of the NEMRD facilities, the Renter must be: (1) a minimum of eighteen years of age, (2) in attendance during the rental. This Renter is the responsible party and must also act as the contact person for NEMRD.

NEMRD reserves the right to reject any rental it believes would: 1) compete with any program offered by NEMRD; 2) disrupt or impair NEMRD normal operations; 3) be inconsistent with the image, reputation, purpose or function of NEMRD. In the event of termination, NEMRD shall have no liability, whether direct, indirect or consequential, to the Renter or any other person, for damages or other remedy, except for a refund of the rental fee on the conditions and in accordance with the term of this agreement

NEMRD 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, NEMRD will notify the Renter as soon as possible. If the Renter and NEMRD cannot agree upon 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.

Set up of the room is the responsibility of the Renter. Decorations may be hung with a non-abrasive tape such as masking tape (no scotch tape, tacks, pins, or nails may be used for decorations). No candles may be used inside the clubhouse unless pre-approval has been given.

Clean up of the room is the responsibility of the Renter, including the wiping down of all tables and chairs, cleaning of all kitchen countertops, microwave, refrigerator and exterior surfaces of cabinets and the two bathrooms within the clubroom. Carpet will be a vacuumed and floor swept, and mopped if necessary, after your event. A broom, mop, and vacuum are provided for your use. NEMRD will provide limited janitorial supplies. Stains on the walls, carpets, or floors are the responsibility of the Renter who will be held liable for their removal. Renter is also responsible for collecting, sealing, and placing all trash, including trash from the pavilion, in the dumpster in the parking lot. Clean up of the room also includes breaking down all tables and chairs and properly placing them in the storage room. **If the room is not properly cleaned, as determined by NEMRD, renter will forfeit their damage deposit.**

**Deliveries and pick up from vendors must be done within the rental contract time reserved**. NEMRD staff is not responsible for accepting or the security thereof.

It is the responsibility of the Renter to conduct an entry and exit walk through with NEMRD staff to verify the condition of the room. At the completion of the entry walk through, Renter and staff will sign the "NEMRD Facilities Checklist" to verify the condition of the room. At the completion of the exit walk through, Renter and staff will again sign the Checklist to verify the condition of the room.

No solicitation is allowed on NEMRD property. The NEMRD name may not be used as an endorsement.

A Certificate of Insurance in an amount acceptable to NEMRD, and naming NEMRD as an additional insured, may be required of any Renter and/or its guests as a condition of NEMRD entering into this Agreement.

Supervision by a responsible adult (18 years or older) is required in all areas subject to this agreement. Failure to provide adequate adult supervision will be grounds for termination of this Agreement.

Renter acknowledges that, except as specifically provided herein, Renter will not have exclusive use of the Premises and that different individuals or entities may use other portions of the premises. During the scheduled use period of Renter’s use, Renter will have exclusive use of the rented premises, except for emergencies. Renter represents that Renter’s event is only open to Renter’s invited guests and is not open to members of the general public.

Renter’s event will conclude at the time specified above. **Renter’s set-up and clean-up time is included in the rental period. Any party setting up at the premises more than 15 minutes prior to or vacating the premises more than 15 minutes after the agreed upon Event end time will be charged $25.00 for each additional ½ hr or fraction thereof.** Upon conclusion of Renter’s event, the Premises and that portion of NEMRD’s facilities used by the Renter will be vacated, all equipment and furniture will be returned to their proper locations, and Renter will leave the Premises and any other portion of the facility used in a clean and orderly condition, including removal of all decorations, tape, etc. Cleaning services may retained with prior arrangement at $75.

**RELEASE AND AGREEMENT NOT TO SUE: THIS IS A RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE. PLEASE READ CAREFULLY BEFORE SIGNING THIS AGREEMENT.** In consideration of participation in the event or activity described in this registration, the undersigned acknowledges that access to and use of NEMRD facilities and participation in the event or activity is done at the undersigned’s own risk. The event or activity may involve risk of physical injury to any individual undertaking such event or activities, including serious bodily injury or death. Additional risks include, but are not limited to, acts of God, forces of nature, negligent or reckless acts or omissions of others of or NEMRD, its agent’s employees or independent instructors. Acknowledging the risks, whether described above or not, whether currently known or unknown, the undersigned RELEASES, DISCHARGES AND AGREES NOT TO SUE OR MAKE ANY CLAIM AGAINST, NEMRD, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUBCONTRACTORS, AND MEMBERS, ARISING OUT OF OR FROM ANY AND ALL FORSEEN AND UNFORSEEN INJURIES, DEATHS, LOSSES, ACTIONS, CLAIMS, JUDGMENTS OR DAMAGES OF ANY KIND AND NATURE THAT MAY ARISE OUT OF THE UNDERSIGNED’S PARTICIPATION (INCLUDING AS A SPECTATOR) IN THE DESCRIBED EVENT OR ACTIVITIES, OR ON PROPERTIES OWNED, OPERATED, LEASED, MAINTAINED, CONTROLLED BY NEMRD.

In the event of any dispute or legal action relating to or arising out of the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys’ fees. All amounts not paid when due, shall bear interest from the due date until paid at the rate of 15% per annum. The District shall have all rights available under the District’s governing documents for enforcement of the provisions of this paragraph.

Renter covenants to indemnify and hold harmless NEMRD for and against any claims, losses, liabilities, costs, damages, or related expenses incurred by NEMRD, its agents and employees, as a result of any injury to any person or any damage to any property arising in any way out of the use of the premises by Renter or any employee, agent, independent contractor, invitee, guest or licensee, including any persons attending or attempting to attend the event or activity for the premises are being rented, whether or not such person has been invited or authorized to attend by Renter. Renter’s liability under this paragraph shall include all costs and expenses incurred, including, but not limited to, reasonable attorney’s fees. NEMRD’s right to indemnity under this Agreement shall arise even though joint or concurrent liability may be imposed on NEMRD by statute, ordinance, regulations, or other law.

Renter further agrees to assume any risk associated with the event for which this Agreement is granted. By signing below, Renter acknowledges receipt of the **"Rental Information"** sheet for rental of NEMRD facilities and agrees to abide by and conform to said **"Rental Details and Regulations"** as well as all other rules and regulations from time to time adopted or prescribed by NEMRD.

The Renter certifies that all information provided in this Facility Agreement is true and complete. The Renter understands that false information or omission there of may result in the termination of this and any other NEMRD Facility Rental Agreements. The Renter further certifies that they have read, understand, and will abide by, and will communicate to all individual users, all NEMRD Policies, rules and regulations as stated herein.

**Normandy Clubhouse Layout**

**please return furniture to proper location.**

Rest

room

Tableable

Fireplacee

Couch

Refrigerator

Rest

room

Tables,

chairs, mop, vacuum