

INDIAN MOUNTAIN METROPOLITAN DISTRICT

PO Box 25, Como, CO 80432

Facilities Lease Agreement

Please call the office to check availability of the lodge prior to sending in the form.

719-836-9043

THIS LEASE AGREEMENT ("Agreement") for the Indian Mountain Community Center, Lodge and Picnic Pavilion hereinafter collectively referred to as "Facilities" is made and entered into this _____ day of _____, 20____ by the Indian Mountain Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is PO Box 25, Como, Colorado 80432, hereinafter referred to as "Lessor" or the "District," and _____, whose Indian Mountain address is _____, hereinafter referred to as "Lessee," who **must** be a current property owner of Indian Mountain subdivision. The District may adjust the application of the below policies at it's discretion.

The parties agree as follows:

1. Description of the Premises: Lessor hereby leases to the Lessee
☐ the Ski Lodge – sleeps 6
☐ the Community Center - limit 110 persons
☐ the Picnic Pavilion (no rental fee, but security deposit required - limit 100 persons)
Located in the Indian Mountain subdivision in Park County, subject to all of the terms and conditions hereinafter stated.
2. Term of Lease: The Facilities (including any equipment, furniture, lighting, utilities) may be occupied and used by the Lessee solely for the purpose of (*Wedding, Birthday, etc.*):

COMMUNITY CENTER:

Lease Date: _____ / Time: _____ to Date: _____ / Time: _____

SKI LODGE:

Lease Date: _____ / Time: _____ to Date: _____ / Time: _____

PICNIC PAVILION:

Lease Date: _____ / Time: _____ to Date: _____ / Time: _____

3. Fees: The fees are based on the real costs associated with utilities, program administration, kitchen and bathroom supplies, maintenance, security, and depreciation of the equipment and facilities. We only accept checks. No credit cards or cash.
 - a. For Private Use of the Community Center: The Lessee shall pay the Lessor in advance the amount of \$150.00 per day. If Lessee desires to use the kitchen (including appliances), the Lessee shall pay the Lessor in advance an additional charge of \$50 per event. ***Propane tank for outdoor gas grill is not provided.***
 - b. For Use of the Lodge: The Lessee shall pay the Lessor in advance \$85 for a day-time function and \$85 per night.
Check-in time is at 2:00 pm and check-out time is at 11:00 am.
Propane tank for outdoor gas grill is not provided.
Linens and towels are not provided – see website for items provided.

Please check all Fees that apply:

COMMUNITY CENTER:

__ Community Center Rental	\$150 x ____ day(s) =	\$ ____
__ Kitchen Use (per event)	\$ 50	\$ ____
Total for Community Center		\$ ____

SKI LODGE:

__ Lodge Rental	\$85 x ____ night(s) =	\$ ____
Total for Ski Lodge		\$ ____

TOTAL FEES (Community Center and Ski Lodge Combined): \$ ____

4. Liability: In consideration of the permission granted by the District and the District's Board of Directors to the undersigned Lessee, or Lessee's family, guests, invites, agents or employees or to any person Lessee allows to enter the Facilities "Lessee's Party" for the use of the District's facility/facilities designated above, Lessor shall not be liable for any damage or injury of or to Lessee's Party entering the Facilities or the building of which the Facilities are a part, including but not limited to, the deck, parking area or to goods or equipment located within the structure of which the Facilities are a part. Lessee hereby agrees to indemnify, defend and hold harmless the District, its officers, agents and employees, from any and all such claims, demands, liabilities or assertions of every kind and nature.
5. Reservation Deposit and Cancellation Policy: Upon submitting this signed Agreement, and in order to secure Lessee's reservation, the Lessee agrees to deposit with the Lessor the sum of the Total Fees indicated in item 3. above, "Reservation Deposit", by *undated* check (checks are only valid for 90 days) to be held by the Lessor. The Lodge and Community Center are Community Assets for use by all Indian Mountain property owners. To ensure that as many property owners as possible can enjoy the Lodge and Community Center, if Lessee cancels the reservation less than 30 days before the reservation, Lessor shall have the right to retain the Reservation Deposit. This policy applies to the Lodge and Community Center only, and not the Picnic Pavilion.
6. Security Deposit: Upon submitting this signed Agreement, the Lessee agrees to deposit with the Lessor the sum of \$250 (two hundred and fifty dollars) "Security Deposit" by *undated* check (checks are only valid for 90 days) per Facility for the Facility use outlined in this Agreement, to be held by the Lessor. Lessee can choose to have Lessor return, shred, or keep the Security Deposit on file for future reservations at such time as Lessor has inspected the Facilities and is satisfied as to the condition under which Lessee has surrendered the Facilities and has confirmed that Lessee has returned the key if applicable and has abided by the Agreement's Rules and Regulations. Lessor may use all or any part of the Security Deposit to satisfy the cost incurred by Lessor in returning the Facilities to the condition under which Lessee took possession. In the event that said costs incurred by Lessor exceed the amount of the Security Deposit, Lessee shall remit to Lessor such additional sums as may be required to cover said costs, upon written request therefore by Lessor.

Please write a separate check for the deposit(s).

7. Violation of Agreement: If Lessee or any member in Lessee's Party violates any of the terms of this Agreement, including but not limited to Rules and Regulations and Alcohol Service Policy, Lessor may evict Lessee from the Facilities and may suspend and/or terminate Lessee's access to Lessor's Facilities in the future, and Lessee will forfeit all fees and security deposit paid.

8. Moneys Owed: Should Lessee fail to pay to Lessor any sums owed stipulated in this Agreement, Lessee agrees to pay all costs of collection, including, but not limited to Lessor's reasonable attorney fees.
9. Rules and Regulations: Lessee's use of the Facilities shall be subject to the District's rules, regulations, policies and board directives ("Rules and Regulations") applicable to the Facilities. The District's Rules and Regulations may be modified by the District at any time without notice. The District's rules and regulations include, without limitation, the following items:
- a. Lessee shall maintain the Facilities in good condition at all times and surrender the Facilities in their original condition and vacate at the agreed upon time. Lessee shall use the cleaning products provided to leave the kitchen and bathroom clean for the next guest and will vacuum/sweep the floors.
 - b. Lessee shall return all tables and chairs, cleaning supplies, and kitchen items to their original position.
 - c. Lessee shall not affix objects on the walls, ceiling or any other part of the Facilities using nails, staples, push pins or tacks; Lessee shall use only non damaging materials.
 - d. Lessee shall be present and maintain order in the use of the Facilities at all times.
 - e. No illicit drugs or chemicals are allowed in the Facilities.
 - f. Lessee shall not disturb neighbors and shall limit noise levels, particularly after dark. Please respect the tranquility of the area and the Indian Mountain property owners.
 - g. Lessee shall clean up the area, removing all personal property from the Facilities; turning off all lights, fans, faucets, stoves, and kitchen appliances; closing all windows; and locking all doors and windows when vacating the premises.
 - h. Lessee shall communicate within 12 hours to the Indian Mountain manager any damages, accidents, conflicts, injuries or other problems.
 - i. Smoking is not permitted in the Facilities or within 30 feet of the doorways. **This includes smoking Marijuana as well as Vaping.**
 - j. Open fires (including candles), gasoline, propane lanterns and other combustibles are not permitted at any time.
 - k. All events will be completed by midnight.
 - l. No Commercial events will be held at Lessor's Facilities by Lessee.
 - m. Lessee shall not lease the Ski Lodge for more than two (2) weeks in a row.
 - n. Pets are allowed on a case by case basis. Please call the office to inquire. If your pet is allowed access to the Facilities, please clean up their excrement before leaving.
10. Assignment: Lessee shall not assign or transfer this Agreement, nor sublease the premises.

INDIAN MOUNTAIN METROPOLITAN DISTRICT ALCOHOL SERVICE POLICY

The District permits alcoholic beverages to be served at private events held on District property including the Facilities, under strict compliance with all applicable statutes, ordinances, and governmental regulations regarding the use and/or service of alcohol. Any Lessee or user of the District's Facilities desiring to serve alcohol at a special event shall comply with the following requirements:

1. Lessee must arrange such alcoholic beverage service in advance through the District Manager.
2. Lessee may not sell alcohol on District Property.
3. "Last Call for Alcohol Policy": Lessee is responsible for making sure that the bar closes approximately one (1) hour before the event ends, but no later than 9:00 P.M. Sunday through Wednesday, and 11:00 P.M. Thursday through Saturday.
4. Any person consuming alcoholic beverages must be 21 years or older. Alcohol may not be served to any obviously intoxicated person. Alcohol may not be served for a period longer than four (4) hours without the prior written consent of the District Manager.
5. The District reserves the right to suspend alcohol privileges of the Lessee at any time for any reason.
6. The District strongly recommends that a professional bartender attend events where alcohol will be served to assure compliance and control consumption.
7. The District does not allow "hard" alcohol consumption under any circumstance. Beer or wine beverages only.

LESSEE: _____ DATED _____
(Signature) (MONTH/DAY/YEAR)

PRINTED NAME: _____

Mailing Address: _____

Phone #: _____ E-Mail _____

For Office Use Only:

LESSOR: _____ DATED _____

Deposit Received: \$ _____ Check #: _____ Date Shredded: _____

Fees Received: \$ _____ Check #: _____ Date Deposited: _____

Gave Code and Confirmed Stay on: _____ By email ____ or phone ____