

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
INSPIRATION METROPOLITAN DISTRICT**

**ADOPTING THE RESERVATION POLICY TO THE RULES AND REGULATIONS
GOVERNING THE RECREATION AMENITIES**

WHEREAS, Inspiration Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized pursuant to Article 1, Title 32, Colorado Revised Statutes; and

WHEREAS, the District was organized for the purpose of providing certain improvements, facilities and services to and for the use and benefit of the District, its residents, users, property owners and the public; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board of Directors of the District (the “**Board**”) has the power to adopt, amend, and enforce bylaws and rules and regulations for the purpose of carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, on November 13, 2017 the Board adopted the Rules and Regulations Governing The Recreation Amenities for the District (the “**Rules and Regulations**”); and

WHEREAS, the Board desires to adopt a Reservation Policy, attached here to as Exhibit A, to be included as part of the Rules and Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. **Reservation Policy.** The District hereby adopts the Reservation Policy, attached hereto as Exhibit A, as may be amended from time to time. The Reservation Policy shall be included as part of the Rules and Regulations.

2. **Effective Date.** The provisions of this Resolution and the Rules and Regulations shall take effect on August 21, 2018.

ADOPTED THIS 218¹ DAY OF AUGUST, 2018.


INSPIRATION METROPOLITAN DISTRICT



ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



General Counsel to the District

EXHIBIT A

Reservation Policy

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**EXHIBIT
POLICIES AND PROCEDURES GOVERNING THE
INSPIRATION METROPOLITAN DISTRICT RECREATION AMENITIES**

RESERVATION POLICY

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Purpose

The purpose of this policy is to define the policies and procedures for reservation and rental of the District-owned pavilions in District parks and activity centers.

General

The Board of Directors is responsible for setting policies related to reservation and rental of the District facilities and amenities. Any questions as to the meaning of any part of this policy to include appendices should be submitted to the District.

Except as otherwise noted, the following **facilities are available** for reservation and rental from 10:00 AM –9:00 PM:

Inspiration Club Pool Pavilion, **except during pool season, when the pavilion is available only until 8:00 PM (to coincide with pool operating hours) and unavailable for reservation or rental after 4:00 PM on Fridays, all-day Saturdays and all-day Sundays**

Hops Garden Pavilion, **available only during pool season from 4:00 PM on Fridays, all-day Saturdays and all-day Sundays**

The Hangout Pavilion

The Watering Hole Pavilion

Picnic Park Pavilion

Pathfinder Park Pavilion

All other District facilities and amenities are first-come, first-serve and **are not available** for reservation or rental, including, but not limited to:

Inspiration Club Event Lawn

Inspiration Club Swimming Pool

Inspiration Club Fire pit or Grill

Hops Garden Community Table

Hops Garden Firepit

Pathfinder Park Soccer Field

Pathfinder Park Tennis Courts

Pathfinder Park Playground

Pathfinder Park Multipurpose Court

Watering Hole Pizza Oven

The Hangout Fireplace

NOTE: The District Board of Directors and management have the right to reserve any District facility at any time.

Facility Scheduling

To properly schedule any activity or events contact the District Management.

Reservations/Rentals are for the specific areas indicated on the rental contract and do not allow for the use of other areas.

Reservations can be made no more than one year in advance.

Levels of Hierarchy

In establishing schedules, the District staff shall prioritize requests based on the following hierarchy:

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District's Board of Directors – Any meeting of the District's Board of Directors has priority over all other reservations and rentals. The District Board of Directors have the right to reserve any District facility at any time.

District Planned Events – The District Manager or District Management will schedule community-wide events, such as special events, classes and presentations.

Clubs/Committees – All regularly scheduled meetings or activities of District-sanctioned clubs

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and committees will be coordinated through the District Management on an annual basis. Any change from the regular schedule must be pre-approved by the District Management before it may be changed and rescheduled.

Clubs/Committees shall submit a schedule to the District Management to identify regularly scheduled club/committee activities, meetings and events. The term “regularly” is defined as those activities and meetings that are consistently held on the same day(s) of the week/month/quarter throughout the calendar year.

Private Events – Anyone may rent the aforementioned pavilions for a private event, after completing the appropriate paperwork and paying the appropriate security deposit/rental fees. Anyone renting District pavilions for a private event must be a member of the community or pay the outside user fee of \$1,400 pursuant to the 2016 Resolution of the Board of Directors Concerning the Imposition of an Outside User Fee adopted July 26, 2016

Requests

The District Manager will evaluate the following factors in the event of multiple conflicting requests for the same pavilion:

- Level of hierarchy
- Date and time request made
- Meeting time
 - Cannot exceed a four-hour reservation and must be within 10:00 AM –9:00 PM, except as otherwise noted above
- Length and frequency of meetings
 - Maximum of one reservation a month per household
- Club or committee’s regularly scheduled meetings

All requests to rent a District pavilion must be submitted to the District Manager a minimum of 14 days in advance.

Reservations

All reservations and rentals must sign a Reservation/Rental Contract and have prior approval by District management.

All reservations and rentals will receive a copy of the applicable Rental Agreement and Facility Reservation and Rental Policies. Rentals and reservations must include adequate time for decorating and setting up personal items before the event starts as well as clean-up of personal items after the event. Due to the number of facility requests, all reservations must begin and end at the time indicated on the Rental Agreement. Failure to comply will result in additional rental fees being charged and/or loss of deposit. Rental time begins when the renter or any member of their party enters the building to begin set-up and ends when the final member of the renting party departs after clean-up. If a rental exceeds the rental time agreed to in the contract, the renting party will be charged in hourly increments for the additional time. Only the facility reserved in the Rental Agreement can be utilized by the reserving club/resident and its guests.

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Capacity

All pavilions can be rented for a maximum of 25 people, with the exception of the Pathfinder Park Pavilion, which can accommodate up to 50. Additionally, some facilities have parking limits because they rely on street parking near homes. The Hangout Pavilion has a parking cap of no more than 11 vehicles. The Watering Hole Pavilion has a parking cap of no more than 17 vehicles. All vehicles must be parked within the frontage of the respective park and on the same side of the street or in designated parking areas (such as the Inspiration Club or Pathfinder Park).

Disclosure

The renting/reserving party must disclose all requested information on the Rental Agreement. Failure to disclose information or falsifying information will result in forfeiture of all reservation/rental privileges.

Subleasing

Subleasing is strictly prohibited. The reserving party must be physically present for the duration of the reservation.

Changes to Rental Agreement

Any changes in date, time or facility must be delivered in writing to the District office at least 48 hours prior to the scheduled date. There is no guarantee that additional facilities and equipment will be available if the original agreement must be altered for any reason. Additional rental fees incurred as a result of changes to the original Rental Agreement must be paid in full when the changes are made.

Fees

Reservations require a nonrefundable \$25 administrative fee and a refundable \$100 damage/cleaning deposit due at the time the Rental Agreement is signed.

Reservations will not be made without payment in full. In the event of damage or the need for District personnel to be onsite, professional time will be billed at the rate of \$100 per hour and repair/cleanup costs will be billed at actual cost, as detailed in the following section.

Cleaning/Damage Deposit

All renting parties must pay a cleaning/damage deposit upon signing a Rental Agreement. The price of the cleaning/damage deposit is a maximum of \$100. The cleaning/damage deposit may be less in the District Manager's discretion based on the type, size and details of the event. The cleaning/damage deposit is refundable if the facility is left in the condition in which it was provided to the renting party. The renting party will be responsible for damages or cleaning costs above and beyond the cleaning/damage deposit. If the deposit is not sufficient to cover the repairs of any damage or cleaning necessary after the rental and the renting party fails to pay the additional expenses, the District may undertake any additional enforcement actions and other remedies permitted to the District under the Inspiration Master Covenant, the District Fine and Enforcement Policy, any other District rules and policies and/or Colorado law if deemed warranted by the District. The deposit, less clean-up or damage charges, will be refunded within 30 business days after the rental. Clubs will be required to reimburse the District if an event incurs extraordinary costs for set-up, cleaning, etc. The cleaning/damage deposit is due when the Rental Agreement is signed. No exceptions will be made. The District reserves the right to retain the

cleaning/damage deposit if all of the Facility Rental and Reservation Policies are not adhered to properly. The District further reserves the right to deny future rentals to parties that do damage to District facilities or receive excessive complaints from surrounding residents.

Insurance Requirements

Anyone who rents a facility for a private function must provide the District with a certificate of insurance for their homeowner's insurance policy naming the Inspiration Metropolitan District, Inc. as an additional insured for the date of the private rental. The reserving party must provide the certificate of insurance to the District at least one week

prior to the event. Failure to provide the District with an appropriate certificate of insurance will result in the cancellation of the private rental. Any expense incurred as a result of providing the District with the appropriate certificate of insurance is the responsibility of the reserving party. The District will not reimburse the reserving party for any expenses incurred by adding the District as additionally insured to their homeowner's policy.

Cancellation Policy

Notification of cancellations must be submitted in writing to the District office. If a private rental is cancelled more than 72 hours prior to the rental date, rental fees may be applied to a future rental. Private rentals cancelled 48 hours prior to the rental date may apply 50% of the rental fees to a future rental. Private rentals cancelled less than 48 hours prior to the rental date will forfeit the rental fees.

Profit-Generating Opportunities

"Profit-generating opportunities" are defined as the selling of goods or services, intentional or otherwise. Profit-generating opportunities are prohibited without prior approval by the District.

Conduct

The rental party that rents or reserves the facility is responsible for the actions and any damages caused by their members or guests. Improper conduct toward or abuse of members, residents, guests and/or District representatives will not be tolerated. The rental party is also responsible to ensure the noise level of the activity or event is not a nuisance to any of the surrounding neighborhoods. **No amplified music is permitted at any private event.** Complaints about the activity or event may constitute the removal of the offending individual(s) or termination of the activity or event. All facility users must conduct themselves in accordance with the Facility Use Policies and Procedures.

Facility Set-Up

It is the responsibility of the reserving party to set-up and take down all requested tables and chairs unless the reserving party pays the set-up/clean-up fee. The District staff and/or its delegates can require a reserving party to pay this fee based on the details of the reservation. A diagram of the set-up must be included with the Rental Agreement, if standard set-up is not desired. Standard set-up will be assumed if diagram is not included with Rental Agreement. Set-up must adhere to all fire codes and safety laws and must not block or impede the flow of traffic in or out of any exit to or from a facility.

Any changes to the requested set-up must be delivered in writing to the District office at least 48 hours prior to the scheduled date. Furniture, tables, and chairs cannot be moved outside of the Inspiration Club area. The existing tables and chairs in the Inspiration Club Pavilion are available at no additional cost to the reserving party. The reserving party is not allowed to take any of the other furniture outside the pavilion.

However, the reserving party may rent at their own expense additional or different tables and chairs from other supplier(s) with approval from the District (refer to Vendors section). All set-up and take down of tables, chairs or any other moving furnishings will be done AT THE RISK of the reserving party and/or vendors and any attendees. The District is NOT liable for persons who are injured-as a result of the moving of any furnishings.

Storage & Deliveries

Storage space is not available. The District accepts no responsibility for delivery/pick-up and does not have space to store items prior to or following a scheduled event. The reserving party is responsible for making arrangements for deliveries and pick-up of the deliveries. The District is not responsible for any damage to a delivery. Delivery and pick-up must be completed during the scheduled rental time. If a delivery is made before or after the scheduled rental time, the reserving party will be charged for the additional time that the room is occupied by the delivery.

Decorations

Any decorating is the responsibility of the individual or club reserving or renting the facility. Event decorations and methods of displaying decorations must be approved by the District Manager prior to being used. Tacks, certain tapes, nails, staples, or other means may not be used on walls, windows or tables. Additional fees, as determined by the District Manager, will be charged if repairs are required. Balloons, candles, fireworks, confetti, glitter, rice, silly string and birdseed are strictly prohibited. Existing facility décor cannot be removed or altered in any way.

Facility Cleaning

The reserving party is required to clean up and remove all trash from the reserved facility as well as any surrounding areas that guests utilized, including but not limited to, restrooms, parking lot, entry, etc. The reserving party is responsible for leaving the facility in the condition in which it was provided. Failure to leave the facility in the condition in which it was provided will result in forfeiture of the cleaning/damage deposit. All required cleaning of the premises will be done AT THE RISK of reserving party and/or vendors and any attendees. The District is NOT liable for persons who are injured as a result of cleaning the premises.

Refreshments

The reserving party may provide refreshments with advance approval of the District Manager. Cooking on the BBQ Grill at the Inspiration Club Pavilion and the Watering Hole pizza oven is permitted; however, these amenities cannot be reserved for exclusive use. If the reserving party wishes to have the event catered, the caterer must provide the District with proof of insurance and meet all requirements (refer to Vendors section).

Furnishings, Accessories and Equipment

District property is prohibited from being removed from its original location. This includes, but is not limited to, tables, chairs, decorations, etc.

Pool Use

Guests of events at the Inspiration Club Pool Pavilion may use the Inspiration Club pool during the reserved hours of the event without counting against a resident's annual guest limit. All non-District residents must complete a pool use liability waiver before being admitted to the pool.

Alcohol

Intoxication is strictly prohibited. Alcoholic beverages may be brought into District facilities and amenities by individuals for "BYOB" (bring your own beverage) events with the advance approval of the District Manager. However, selling and distributing alcoholic beverages is strictly prohibited, except by licensed caterers. Alcoholic beverages are permitted in the outdoor pool area, provided that they are not in glass containers (i.e. wine/beer/liquor bottles and wine glasses). Alcohol may be served only to persons twenty-one (21) years of age or older. Individuals under the age of twenty-one (21) are prohibited from consuming alcohol on Inspiration Metropolitan District property. The reserving party acknowledges that the District does not hold or maintain a liquor license, and permission to serve alcoholic beverages through a licensed caterer does not constitute a liquor license. The reserving party is solely responsible for compliance with the liquor license laws of the State of Colorado and City of Aurora.

Vendors

Vendors must be self-sufficient and must furnish all necessary supplies and equipment. All vendors must be approved by the District Manager in advance to ensure that the vendors comply with necessary permits and meet the minimum insurance requirements. At least two weeks prior to the event, each vendor must provide the District with a certificate of insurance naming Inspiration Metropolitan District as an additional insured, and stating that the certificate holder that meets the following minimum insurance requirements:

Commercial General Liability	\$1,000,000 Occurrence \$1,000,000 Personal Injury \$1,000,000 Products/Operation \$1,000,000 General/Aggregate
Automobile Liability	\$500,000/\$1,000,000 Bodily Injury
Worker's Compensation	Statutory limits

Homeowners' insurance policies do not cover an individual for business-related actions and, therefore, will not be accepted as a vendor's proof of insurance. Contact the District Management for a list of vendors who have already been approved by the District. Contracting with unapproved vendors places the District in deliberate risk. If the

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vendor does not have insurance or does not meet the minimum insurance requirements, a one-time insurance policy must be purchased by the vendor meeting the District's requirements. No exceptions will be made.

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Ticket Sales

The District will not sell tickets for any rental function.

Disclaimer

The District's Board of Directors reserved the right to modify or amend the policies, rates and appendices stated here at any time.

FOR DISTRICT OFFICE USE

Required to be submitted with application:

- Completed Application Form
- Usage Fee of \$25.00 (non-refundable) – Check made payable to Inspiration Metropolitan District
- Damage Deposit – Separate heck made payable to Inspiration Metropolitan District for \$100.00 (refundable)
- Signed Waiver and Consent Form

Fees Collected:

Check #: _____

Room Fee: _____

Receipt #: _____

Deposit: _____

Staff Fee: _____

Set Up/Clean _____

TOTAL: _____

Staff Member Signature

Date & Time Received