



## Wagon Trails Recreation Association Pool Rental Agreement

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The following policies and procedures are for the Rental of the Wagon Trails Recreation Association Pool, "Wagon Trails", between a current Resident Member, "Member", in good standing and the Wagon Trails Recreation Association (WTRA) Manager, Mountain Shadow Management, LLC, "Manager". This agreement is limited to the date and time of the rental.

This Agreement, together with any exhibits attached hereto, contains the complete agreement of the parties concerning the subject matter, and supercedes any prior oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein.

No amendment or modification to this Agreement shall be binding upon Wagon Trails unless same is in writing. Manager reserves the right to amend this policy in accordance with the law, community standards, or the best interests of the Wagon Trails Community.

### ***Facility***

This rental agreement is restricted to the Wagon Trails Pool within the fenced area only. The Pool shall be available for occupancy during the specified date and time agreed upon and shall not continue beyond the specified time in contract without permission of the Manager.

All rental agreements will end no later than 10:00 p.m. of the date of rental. No event shall be scheduled for longer than eight (8) hours. Items for the event may not be delivered to the facility prior to the contracted event date. The Wagon Trails staff is prohibited from loading/unloading, moving, or conveying any deliveries, equipment, or decorations unless previously arranged with the Manager. Use of the facility for storage or breakdown the following day may be subject to a usage fee up to the full rental amount. Wagon Trails is not responsible for items left on the premises whether they belong to the Member or a vendor/supplier with whom the Member has contracted. The Member may have access to the parking lot; however, Wagon Trails is not obligated to furnish parking to the Member.

### ***Restrictions***

Smoking is strictly prohibited on the facility and grounds. Pyrotechnics, fireworks, firearms, or weapons of any kind are strictly prohibited from the facility and grounds. Animals, other than on-duty, certified service animals, are prohibited from the facility. Failure to abide by these policies will cause immediate cancellation of the event.

### ***Occupancy Restrictions***

Occupancy may be limited at the Manager's discretion and in accordance with all applicable fire codes.

### ***Fee Agreement and Damages***

Member agrees to pay all suggested fees identified in the rental agreement. Member further agrees and understands that they are responsible for repair and/or replacement of furniture, fixtures, landscaping, or other property damaged on the premises resulting from the use of the facility.

### ***Payment/Deposit***

Member agrees to pay the initial facility deposit at least two (2) weeks prior to the event. Reservations cannot be guaranteed until deposit has been received. Lack of receipt of the required deposit, as set forth



in this agreement, will be grounds for cancellation of said event. The remainder of the unpaid balance is due the date of the event, or sooner, unless other arrangements have been made.

### ***Cancellation Policy***

Cancellation prior to one (1) week of the reserved date may be refunded, less any portion spent on behalf of the Member and at the Member's request. A fee of \$50 shall be assessed for all cancellations less than forty-eight (48) hours notice. If the cancellation occurs less than twenty-four (24) hours prior to the event, the deposit may not be refunded.

### ***Private Parties***

Parties that are scheduled outside of normal operational hours. These parties cannot be scheduled before 8:00 am and must be completed before 10:00 pm. Private parties cannot be scheduled during normal operational hours. Only members in good standing can schedule private parties; however, there are no additional member restrictions for private parties.

- \$75 per hour

### ***Non-Private Parties***

Parties that are scheduled during normal operational hours. These parties will be during normal operational hours and, as such, the pool areas may be (and likely will be) populated by members not involved with the party. As part of the party schedule, however, the Manager will reserve an area for the exclusive use of the party. This area will be, at a minimum, one picnic table or an equivalent area designated by the Manager. The Manager will attempt to keep this area as restricted as possible. No more than three separate Non-private parties can be held at the same time. Only members in good standing can schedule non-private parties, and up to five non-members are allowed to attend for free.

- \$25 per hour plus \$1.00 per non-member (you may use remaining punches on your guest pass card or pay \$1 per guest)

### ***Staffing***

Private Parties: All events are required to be staffed with, at a minimum, two lifeguards, which includes up to 50 guests. One additional lifeguard will be required for every 25 additional guests. The cost of the first two lifeguards is included in the rental fee. Additional lifeguards will be supplied at \$25 per hour per lifeguard and at the discretion of the Manager.

Non-private Parties: Parties scheduled during normal operational pool hours will require one additional guard per 25 guests. Additional lifeguards will be supplied at \$25 per hour per lifeguard and at the discretion of the Manager.

### ***Cleaning***

Private Parties: A deposit of \$50 is required prior to the party. It is the responsibility of the Member to return the facility to original cleanliness and order. Glitter, confetti, flower petals, streamers, potpourri, seeds, and sparklers are prohibited from use at the facility. Additional fees for damaged/defaced property may be charged to the Member as necessary. The deposit will be returned once the facility is restored to its original cleanliness and order.

Non-private Parties: A deposit of \$30 is required prior to the party. Members will be required to clean the areas assigned to them and remove trash, debris, and decorations; wipe down tables and chairs; and return party area to its original cleanliness and order. Glitter, confetti, flower petals, streamers, potpourri, seeds, and sparklers are prohibited from use at the facility. Additional fees for damaged/defaced property may be



charged to the Member as necessary. The deposit will be returned once the facility is restored to its original cleanliness and order.

***Conduct***

Member shall not use, or permit the usage, of anything that may be dangerous to life or limb. The Member, its offices, agents, employees, invitees, representatives, and/or guests, as well as any other persons that may enter the property during a Member Event, shall not deface or injure the premises or any part thereof, or do anything or permit anything to be done on the premises which shall create a nuisance or which shall injure the reputation of Wagon Trails. The Member shall observe all rules, regulations, codes, and ordinances established by the United States Government and the State of Colorado.

***Lights and Sound***

Member shall not use any device or instrument that is audible or visible beyond the confines of the premises which may be considered disruptive to the Wagon Trails Community, especially to neighbors in the areas nearest to the Pool.

***Alcohol***

No alcoholic beverages are permitted on the WTRA premises at any time. This includes the pool area, parking lot, tennis courts, or commons areas owned by the WTRA. No alcohol may be sold on the premise. Failure to abide by the alcohol policy may result in the immediate termination of the event and a loss of fees including facility rental fee, and facility deposit.

***Glass***

No glass containers, glass decorations, or any glass of any kind is allowed in the pool area. Failure to abide by the no glass policy may result in the immediate termination of the event and a loss of fees including facility rental fee, and facility deposit.

***Release and Waiver of Liability***

By entering into this agreement, Member releases Manager from any and all liability resulting from or arising out of the utilization of the swimming pool, and amenities. Member understands that this releases not only Manager, but its officials, agents, directors, managers, employees, volunteers, and representatives.

***Enforcement***

Should enforcement of this rental agreement occur, Member shall be responsible for any legal fees, document fees, and attorney's fees incurred by the Manager.

***Contact***

Private and Non-private parties can be scheduled in person at the pool (during normal operational hours) or by contacting the Manager at the following:

Renee: 719-232-0024

[Renee.Coker@MountainShadowManagement.com](mailto:Renee.Coker@MountainShadowManagement.com)



**Rental Information**

Member/Renter Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Type of Event: \_\_\_\_\_

Time Event to Start: \_\_\_\_\_ Time Event to End: \_\_\_\_\_

Deposit: \$50.00 (Private Party) / \$30.00 (Non-private Party)

Deposit will be returned once party is complete and cleanup has been completed per this rental agreement.

Facility Rental:  Private Party (Outside normal operational hours, but no later than 10:00 pm, and not before 8:00 am): \$75.00 per hour

Total # of Hours \_\_\_\_\_

Total # Guests \_\_\_\_\_

Additional lifeguards \_\_\_\_\_ x \$25/hr per lifeguard = \_\_\_\_\_

Non-private Party (During Operational Hours), includes one reserved picnic table or other comparable designated area: \$25.00 per hour plus \$1.00 per non-member (5 non-members are free of charge)

Total # of Hours \_\_\_\_\_

Total # of all Guests \_\_\_\_\_

Total # Non-member guests \_\_\_\_\_ @ \$1 per non-member = \_\_\_\_\_

Additional lifeguards \_\_\_\_\_ x \$25/hr per lifeguard = \_\_\_\_\_

Total Rental Agreement Amount: \$ \_\_\_\_\_

**Acknowledgement**

I acknowledge that I have read this Rental Agreement, that I have executed this agreement voluntarily, that I agree to abide by these terms, and that this agreement is to be binding upon myself, my heirs, executors, administrators, and representatives.

Entering into this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Manager Signature

FOR OFFICE USE ONLY: Deposit Paid: yes no Date: \_\_\_\_\_ Cash/Check# \_\_\_\_\_ WTRA Current:  Yes  No

