

# Ken-Caryl Ranch Metropolitan District



# 2008 Facility Use Terms and Conditions

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**I. KEN-CARYL RANCH METROPOLITAN DISTRICT MISSION STATEMENT**

The mission of the Ken-Caryl Ranch Metropolitan District (“Ken-Caryl” or the “District”) is to provide high quality facilities, well-planned/organized programs and other opportunities in a cost efficient way that create community pride and provide opportunities for personal gratification. By preserving the natural open space and parklands, Ken-Caryl Ranch provides residents opportunities to meet their needs for recreational enjoyment, to be a part of the community and generate community pride, and to add fulfillment and achievement to life.

**II. DISTRICT AND ASSOCIATION SCHEDULING AND USE OF DISTRICT FACILITIES**

The District shall have priority over any scheduling and use of any District Facility as it deems necessary and appropriate, in its sole discretion, in order to perform the park and recreational functions for which it was organized. The District may also give preference to the Ken-Caryl Ranch Master Association (the “Association”) in scheduling and use of District facilities for events and activities that further the park and recreational functions for which the District was organized. The District shall be exempt from the rules, policies and procedures set forth herein to the extent it deems appropriate and in the best interests of the community it serves. The District may, in its discretion, exempt the Association from any rule, policy or procedure set forth herein in connection with any event and activity that furthers the park and recreational functions for which the District was organized

**III. DISTRICT FACILITIES**

**A. Ken-Caryl Ranch House**

**Administrative Offices**.....303-979-1876  
7676 South Continental Divide Road, Littleton, CO 80127.....Fax: 303-972-1272  
Website: www.ken-carylranh.org

**Recreation Center**.....303-979-4070  
7676 South Continental Divide Road, Littleton, CO 80127.....Fax: 303-979-5347  
Website: www.ken-carylranh.org

The Ranch House is located on South Continental Divide Road, and is surrounded by approximately 17 acres of parks and greenbelts. The District maintains ten outdoor tennis courts at the Ranch House, six of which are lighted; an outdoor swimming pool with a wading pool; two soccer fields; a nine-hole disc golf course; a softball field; volleyball court; and a blacktop play area with a basketball court, playground and an aerobics room. The western antique motif of the multi-level Ranch House Lounge and meeting rooms provides a wonderful backdrop for a variety of functions.

The Lounge is for adult functions only; children attending an event in the Lounge must be closely supervised. The Lounge accommodates up to 152 people for weddings, receptions, parties, banquets, meetings, and conferences. The Lounge is decorated in a formal western antique motif. There is a large brick fireplace at one end of the room and a partial kitchen behind a bar at the opposite end of the room. The room has a vaulted beamed ceiling and two carpeted areas at either end, with a wood floor in the center. Access to the Lounge is through double leaded glass doors, a lobby furnished in antiques, and up a large winding staircase to the second floor. A lift is available for disabled access.

The Ranch House also has two smaller Rental Facilities; the Conference Room, which accommodates up to 15 people, and the AV Room, which accommodates up

to 30 people. The Ranch House Park and Community Park may also be reserved for a fee.

Ranch House Recreation Center hours change according to the season and scheduled activities. Please call or check our website.

- B. Community Center** ..... 303-979-2233  
1 Club Drive, Littleton, CO, 80127 ..... Fax: 303-979-6501  
Website: [www.ken-carylranh.org](http://www.ken-carylranh.org)

The District operates the Community Center, which is owned by Jefferson County Open Space. Located on Club Drive, west of C-470 in the Ken-Caryl Ranch Valley, the Community Center is a contemporary multi-level recreation facility with a large area on the main level that can accommodate wedding receptions, parties and meetings. There are four indoor tennis courts, and six outdoor lighted tennis courts at the facility, as well as a large outdoor swimming pool with a wading pool, two racquetball courts, a weight room, aerobics area and nursery.

Please call or check our website for Community Center hours.

- C. Equestrian Center**..... 303-979-4500  
14422 West Ken-Caryl Avenue, Littleton, CO 80127  
Website: [www.ken-carylranh.org](http://www.ken-carylranh.org)

Managed by the Ken-Caryl Ranch Master Association, the Equestrian Center has private boarding facilities, indoor and outdoor riding arenas and instructional programs. For more information see the Equestrian Center Facility Use Guidelines.

- D. Dakota Lodge**..... 303-979-1876  
14422 West Ken-Caryl Avenue, Littleton, CO 80127  
Website: [www.ken-carylranh.org](http://www.ken-carylranh.org)

The Dakota Lodge, located on the Equestrian Center grounds, is a single story building, with a large casual room that accommodates up to 75 people for weddings, receptions, parties, banquets, meetings, and conferences in a rustic setting. The room has a tile floor, with a large fireplace at one end and a full kitchen at the other. There is a large meeting/activity room, and an adjacent outside picnic area. The Dakota Lodge is available for rent and for use by community organizations such as Scouts, homeowners' groups and clubs. Many Ranch-sponsored activities take place at the Dakota Lodge. The park at the Dakota Lodge is included, and may be reserved in conjunction with the Dakota Lodge.

**E. Swimming Pools**

The District has three swimming facilities. A 25-meter swimming pool and adjacent wading pool are located at the Ranch House. The Bradford Park facility includes a 30' x 60' swimming pool and an adjacent wading pool. The Community Center facility includes a 25-meter swimming pool and an adjacent wading pool. A range of pool activities are offered, including a swim team, swimming lessons, open swim hours, and family swim nights. All pools are available for private after-hours rental.

**F. Tennis Facilities**

The District has a total of 22 tennis courts. Ten courts (six of which are lighted) are located at the Ranch House facility. Two unlighted courts are located at the Bradford Park facility. The Community Center has four indoor and six outdoor-lighted courts.

**G. Athletic Fields**

<b>SOCCER FIELDS</b>	<b>SOFTBALL FIELDS</b>
Community Park (no goals)	Community Park – 2
Ranch House (two with goals)	Ranch House –1
North Ranch Park (one with goals)	North Ranch Park - 1

**H. Parks**

<b>PARK</b>	<b>FACILITIES</b>
<b>BRADFORD PARK</b> Killdeer Lane	Swimming Pool Tennis Courts (2) Playground (2 picnic tables) Picnic Area (3 picnic tables) Volleyball Court Hiking Trails Parking Lot
<b>BRANNON GEARHART PARK</b> Valley Parkway	Playground Picnic Area Basketball Court Parking Lot
<b>COMMUNITY CENTER</b> Club Drive  <b>ADA ACCESSIBLE</b>	Recreation Offices Swimming Pool Tennis Courts (4 indoor/6 outdoor) Racquetball Courts Weight and Exercise Room Meeting Room Nursery Playground (ADA Accessible)
<b>COMMUNITY PARK</b> Sangre de Cristo Road  <b>ADA ACCESSIBLE</b>	Playground (ADA Accessible) Inline Skating Rink Soccer Fields Softball/Baseball Fields Picnic Area with Shelter (ADA Accessible) Parking Lot Portable Restrooms Trails
<b>EQUESTRIAN CENTER</b> Ken-Caryl Avenue	Horse Boarding Dakota Lodge Playground Picnic Area (7 picnic tables) Volleyball Open Space Department Shops
<b>HEIRLOOM PARK</b> Club Drive	Playground Picnic Area (2 picnic tables) Basketball Court Volleyball Court
<b>MANOR HOUSE TRAIL</b> Manor House Road	1 Picnic Table with Shelter
<b>NORTH HOGBACK TRAIL</b> South Valley Road & Ken-Caryl Avenue	1 Picnic Table

PARK	FACILITIES
<b>NORTH RANCH PARK</b> Mule Deer Trail	Playground (ADA Accessible) Soccer Field Baseball Field Picnic Area with Shelter (ADA Accessible) Parking Lot Trail
<b>RANCH HOUSE</b> Continental Divide Road  <b>ADA ACCESSIBLE</b>	Administrative Offices Recreation Offices Swimming Pool Tennis Courts (6 lighted/4 unlighted) Volleyball Court (sand) Playground Soccer fields Softball Field Disc Golf Course (9 holes) Basketball Court (half court) Picnic Area (5 picnic tables) Meeting Rooms Nursery
<b>SADDLEWOOD PARK</b> Rabbit Ears Pass	Playground Picnic Area (1 picnic table)
<b>SETTLEMENT POND PARK</b> Rampart Range Road	Playground Picnic Area (4 picnic tables)
<b>TERRITORY PARK</b> Gore Range Road	Playground Picnic Area (1 picnic table)

**I. Open Space**

One of the unique features of the District is the more than 4,000 acres of foothill open space available for residents' use. These include the Dakota Hogback and land to the north, south and west of the Ken-Caryl Ranch Valley. Over 20 miles of hiking, mountain biking and equestrian trails have been developed in these areas, as well as camping and picnic areas and many sites of historical interest. There are also many varieties of wildlife inhabiting the District's open space. Deer and elk herds use the Dakota hogback as winter range and then move back into the mountain areas during the summer. Turkeys, coyotes, grouse, elk, and occasionally mountain lions and black bears also may be seen.

**J. Other Social and Recreational Activities**

The District staff is comprised of recreation professionals who organize classes, programs, special events, athletic leagues and other activities for the enjoyment and benefit of District residents. Exercise classes, before and after-school children's programs, and a variety of instructional programs are just a few of the offerings. For details please see the community newspaper, *Life at Ken-Caryl*, or visit the District's website at <http://www.ken-carylranh.org>.

**IV. RENTING DISTRICT FACILITIES**

**A. Indoor Facilities: Ranch House, Community Center and Dakota Lodge**

1. General

- a. The Ranch House Adult Lounge, the Community Center and Dakota Lodge may be reserved for private parties, meetings, community groups

(i.e., scouts or homeowner groups and clubs), Ranch activities and instruction programs for residents. The upper lounge at the Community Center is available as a single facility for private parties, weddings, etc. A minimum booking of two hours is required.

- b. Residents may not sponsor non-residents wishing to rent the Community Center.
- c. To preserve quality furnishings and décor, the Adult Lounge and Community Center are available for adult functions only. "Adult" is defined as 21 years of age or older. Children may attend functions only if they are closely supervised.
- d. High school graduation parties are **not** allowed at either facility.
- e. The following occupancy limitations must be complied with at all times:

Ranch House Adult Lounge-----not to exceed 152 persons  
Community Center-----not to exceed 100 persons  
Dakota Lodge-----not to exceed 75 persons

- f. Renter must sign necessary proof of insurance and waivers. *See Section VII Insurance, below.*
- g. Parking lots at the District's facilities are not available for reservation/rent.

## 2. Community Groups

- a. To be considered a community group, 50% of the participants must be Ken-Caryl Ranch residents.
  - (1) Fees may be waived for community groups (i.e., Scouts, social groups, bridge clubs, homeowner sub-associations and committees, etc.). Homeowner sub-associations may receive up to three fee waivers per calendar year for use of a facility for a social function comprised entirely of Ken-Caryl Ranch residents from a particular community (swimming pool rental fees cannot be waived).
  - (2) The District may reschedule a community group reservation with thirty (30) days prior notice in order to schedule a private, fee-generating or District-sponsored function.
  - (3) Community groups may reserve facilities up to six months in advance.
  - (4) If a community group fails to appear for its regularly scheduled event, it will forfeit subsequent reservations and have to complete a new room request form.
  - (5) The following schools will receive a fee waiver for business meetings at Ken-Caryl Ranch facilities: Shaffer Elementary School, Bradford Primary School, Bradford Intermediate School and Chatfield High School.
- b. Renter is responsible for all costs associated with outside vendors (caterers, florists, entertainment, etc.).

- c. All outside vendors used for the event must file copies of current business licenses, certificates of insurance, and proof of worker's compensation with the District.
  - d. All trash must be properly bagged and disposed of by Renter's vendors in the designated dumpsters. Vendors must provide their own trash bags.
  - e. Ken-Caryl does not provide any supplies or equipment. All necessary items are the responsibility of Renter and vendors.
  - f. Renter is responsible for maintaining cleanliness in Ken-Caryl's kitchen during the event. This includes continuous collection of dishes and trash. Caterers or Renter are responsible for cleaning the Ken-Caryl kitchen after the event and returning it to its original state.
3. Set-Up and Cleanup
- a. Reservations must be made for the total time desired. Admittance to the area will not be allowed prior to the time reserved.
  - b. Renter must clean the Rental Facility the day/night of the event. Clean up must be completed by the closing time for the Rental Facility. All personal property must be removed at the time of clean up. The District is not responsible for items left at the Rental Facility. The Adult Lounge must be closed by 1:00 a.m. and the Dakota Lounge must be closed by 10:00 p.m. The Rental Facility must be left in the exact condition in which it was found. All furniture is to be replaced; all countertops, sinks, appliances and cabinets must be clean and empty; all dishes, utensils food and beverages must be removed; all trash must be taken to the dumpster (trash bags are not provided); carpets must be vacuumed and floors swept.
  - c. Before departing, Renter is responsible for checking out with a District staff member, who will inspect the Rental Facility. Renter is responsible for ensuring that all inventory is returned to its proper place and in the condition it was in at the beginning of the event. Renter will compensate the District for any damage to facilities and/or property caused by Renter, Renter's guests or Renter's vendors.
4. Reservation Procedures
- a. All reservations for the Adult Lounge and the Dakota Lodge are contracted through the Facility Administrator at the Ranch House (303-979-1876). Please call 303-979-2233 to reserve the Community Center.
  - b. In general, reservations for the Ranch House Adult Lounge, Community Center, and Dakota Lodge require completion of a request form and rental agreement and payment of fees.
  - c. Reservations must be made at least three weeks in advance.
  - d. Reservations for private use of the Adult Lounge, Community Center, and/or Dakota Lodge may be made up to one year prior to the requested date. The privilege of making advanced reservations is limited to three times during a calendar year. Four or more reservations per calendar year can be booked three weeks prior to the requested date.

- e. Cancellations must be made no later than three weeks before the scheduled date. Cancellations with less than three weeks notice will result in forfeiture of one-half of the total damage deposit.
- f. Reservations must be made for the total time desired (including set-up time, duration of function, and clean-up time). Admittance to the area will not be granted before the time reserved. The individual named on the reservation form must be present for the entire function.
- g. Security deposits will generally be refunded within two weeks following the function. All or part of a security deposit may be withheld:
  - (1) If the rented room or facility is not left in the exact condition in which it was found. Such conditions include, but are not limited to, (1) furniture not replaced; (2) counters, sink, appliances and cabinets not cleaned and emptied; (3) trash not taken to dumpster; (4) hardwood floors not swept, carpets not vacuumed, debris not picked up.
  - (2) If occupancy limitations are exceeded.
  - (3) If the Renter and/or the Renter's guests and vendors have not completed the event and all necessary clean up within the rental period.
  - (4) If the Renter is not present during the set up, the duration of the event and clean up. (The function will be canceled.)
  - (5) If any other District rule is violated.

## B. Outdoor Facilities

### 1. Swimming Pools

- a. Swimming pools are available for private rental after regular pool hours for private parties. Please contact the Aquatics Coordinator at 303-979-4070 for fees or see the attached **Appendix B**.
- b. Pool rental includes at least two lifeguards on duty for the duration of the event. However, depending on the size of the party, the District may require additional lifeguards, for whom there will be no additional charge.
- c. In addition to regular pool rules, pool renters must observe the following guidelines:
  - (1) Renter must check in with lifeguards upon arrival for the pool event.
  - (2) A minimum of two lifeguards will be on duty for any pool event.
  - (3) No alcoholic beverages may be consumed. It is the responsibility of the Renter to adhere to this regulation.
  - (4) Reservations must be made at least three weeks in advance.
  - (5) A maximum of 210 people is allowed at the Ranch House and Community Center pools. A maximum of 75 people is allowed at the Bradford Pool.

## 2. Tennis Courts

- a. Ranch House tennis courts may be reserved up to 3 days in advance in person at the facility or by calling 303-979-4070.
- b. Community Center outdoor tennis courts may be reserved up to 3 days in advance in person at the facility or by calling 303-979-2233.
- c. Community Center indoor tennis courts may be reserved up to 1 week in advance in person at the facility or by calling 303-979-2233.
- d. Use of Bradford Park tennis courts requires a signature on the sign-up sheet by the pool gate.
  - (1) Reservations may be made up to 1 week in advance (in June, July and August only) by signing the sign-up sheet located by the pool gate.
  - (2) Scheduled activities will be posted by the pool gate.
  - (3) Bradford Park courts may be reserved for District programs on a limited basis.
  - (4) League matches may not be scheduled at the Bradford Courts without the consent of the tennis coordinator.
- e. Outdoor tennis courts may be reserved three days in advance.
- f. Staff may limit the length of court reservation during high demand periods or when a limited number of courts are available for reservation.
- g. Serial reservations are not permitted. For example, two people playing singles may not individually reserve the court for two hours to hold the court for four hours.
- h. Reservations not claimed within ten minutes of the designated start time will not be honored.
- i. Players must check in at the desk and present their ID cards before entering the courts. Failure to do so may result in the reservation not being honored.
- j. Non-residents will be charged a fee for playing on the courts. Fees must be paid before beginning play.
- k. Ball Machine Rental
  - (1) During summer months only, ball machine is available for rent at the Community Center and Ranch House during hours when District staff is on duty.
  - (2) Players under 16 must be accompanied by an adult to use the ball machine.
  - (3) Renters will be held responsible for damage from misuse.

3. Picnic Areas

a. Ranch House

- (1) The picnic area and picnic tables adjacent to the south end of the Ranch House may be reserved for outdoor gatherings. A fee is charged to reserve the area for a specific function.
- (2) Reservation Dates/Times  
Available May 1 through Labor Day in two time blocks:  
10 a.m. to 3 p.m. and 3 p.m. to 8 p.m.
- (3) All reservations of the Ranch House picnic area and the Community Park picnic shelter will be posted at the site the day of the reservation. Ranch staff will monitor reservations as necessary. In addition, the area must be cleared and picked up by the Renter with all trash deposited in the receptacles on the site.

b. Community Park Picnic Shelter

- (1) The picnic shelter located at Ken-Caryl Ranch Community Park may be reserved for outdoor gatherings for a fee. While this area is otherwise available on a first-come, first-served basis, users may reserve the picnic shelter. A fee differential will be assessed for non-resident business functions. Permanent restroom facilities are not located at this park, but portable toilets are available.
- (2) The area can accommodate up to 100 individuals. Homeowner sub-associations may receive a fee waiver for reserved use of the Community Park picnic shelter for a social function comprised entirely of Ken-Caryl residents from a particular community. Each homeowner sub-association will be permitted no more than one fee waiver per year for use of Community Park between May 1 and Labor Day.
- (3) Reservation Dates/Times  
Available May 1 through Labor Day (Saturdays, Sundays, Memorial Day, July 4 and Labor Day) in two time blocks: 10 a.m. to 3 p.m. and 3 p.m. to 8 p.m.

All reservations for the Ranch House picnic area and Community Park picnic shelter are contracted through the Ken-Caryl Ranch Metropolitan District's Facility Administrator at the Ranch House (303-979-1876). All reservations for the Ranch House picnic area and the Community Park picnic shelter will be posted at the site on the day of the reservation. District staff will monitor reservations as necessary. In addition, the area must be cleared and picked up by the Renter with all trash deposited in the receptacles on the site.

4. Athletic Fields – Ranch House and Community Park Only

- a. Field usage is designated for the dates on the rental contract only. Other groups and/or sports may alter usage in future seasons due to needs. The District coordinates all field usage between the various youth sports associations and adult leagues sponsored by the District in

an effort to ensure efficient and equitable use of the Ken-Caryl Ranch Parks/Open Space and Recreation Facilities.

- b. The District's Recreation Department will maintain a schedule of all organized team field activities.
- c. Only existing District-recognized user groups will be assigned fields. These groups include:
  - Littleton Soccer @ Ken-Caryl
  - Colorado Rush
  - Ken-Caryl Little League
  - South Jeffco Sports Association
- d. A Ken-Caryl Ranch team is defined as a team on which at least 50% of the players are Ranch residents.
- e. All participants in an organized program must sign a liability release and waiver. If a team is affiliated with Littleton Soccer of Ken-Caryl, Colorado Rush, Ken-Caryl Little League or the South Jeffco Sports Association, it must arrange with the leagues field coordinator to use the field.
- f. No individual events, such as tournaments, community and special events are permitted.
- g. Activities/Events may be denied, or cancelled on short notice, if staff determines that field conditions are poor and/or the event may cause damage.
- h. A maximum of two teams may use a field at any given time for games or practices.
- i. Athletic field use is limited to the following dates:
  - Spring Season – March 15<sup>th</sup> through May 15<sup>th</sup>
  - Summer Season – May 17<sup>th</sup> through July 24<sup>th</sup>
  - Fall Season – August 16<sup>th</sup> through November 6<sup>th</sup>
- j. Softball and soccer games will be scheduled so that no conflict arises. During soccer season (spring, from March to June and fall, from August to October), concurrent softball/soccer practices may not be scheduled at the Ranch House facility.
- k. Field usage on Sundays is on a first-come, first-served basis.
- l. Youth Sports Organizations are responsible for lining the fields when used by their Teams.
- m. The District maintains the fields (water, fertilizer, aerating, mowing) at a 3-inch grass height.
- n. Portable restrooms are available at the Community Park. Restrooms at the Ranch House fields are only available when the Ranch House is open. Please note that hours vary based on activities, staffing and facility scheduling.

## V. GENERAL RULES FOR USING DISTRICT FACILITIES

### A. All Facilities (Indoor and Outdoor)

#### 1. Conduct

The District expects all users to conduct themselves in an appropriate and socially acceptable manner. The District reserves the right to request users to leave if they are engaged in unacceptable behavior or wearing inappropriate dress. Common courtesy to surrounding neighbors should prevail regarding length of parties and sound level of entertainment. Please see the conditions of use for prohibited activities at each facility.

#### 2. Guests

A resident may not permit guests to use recreational facilities without prior arrangement with District staff. Adult residents are limited to four guests per visit at aquatic facilities. Applicable guest fees must be paid.

#### 3. Loss/Theft of Personal Items

The District and its staff are not responsible for items left unattended at any facility.

#### 4. Alcoholic Beverages

a. There shall be no violation of Colorado liquor laws.

b. The District Board of Directors has established specific rules that must be followed when serving alcoholic beverages at any District-operated facility. The rules were established through Resolution M.D. 89-134, a copy of which is available upon request, and which are summarized below:

- (1) Any Renter permitted to sell beer or wine and wanting to do so on District property must obtain a special liquor license from Jefferson County. The Renter must provide the District with a certificate verifying the special license at least three (3) days prior to the rental date.
- (2) If alcohol is sold at the Rental Facility, Renter must carry \$1,000,000 liquor liability insurance coverage for the event. This coverage must hold the Ken-Caryl Ranch Master Association and the District harmless with regard to any present or future claims resulting from the Renter serving alcoholic beverages. Renter must provide the District with a certificate verifying the special license at least three (3) days prior to the rental date.
- (3) Individuals renting any District-operated facilities for weddings, parties, dinners, etc., may serve alcohol at no charge, if they sign a written agreement indemnifying the Ken-Caryl Ranch Master Association and the District.
- (4) If, during the course of a private party rental, the sobriety of any guest is in doubt, staff will contact the Renter to communicate their concern. If the responsible party does not or cannot control the questionable individual(s), the Jefferson County Sheriff will be called to handle the situation.

- (5) Renter shall not provide or sell alcohol at any swimming pool. Alcohol shall not be consumed at any swimming pool at any time.

5. Photo ID Cards

- a. Photo ID Cards are necessary for admittance to and use of Ranch House, Community Center and Bradford Park facilities, including swimming pools.
- b. Photos are taken at the Ranch House Recreation Center and Community Center during office hours. Please call to confirm hours of operation.
- c. Each District resident 7 years old and older must obtain a photo ID card to receive the resident discount.

- (1) Adult property owners must present a valid driver's license, valid Colorado identification card or property tax statement, with the property owner's name and a Ranch address. Ken-Caryl Ranch property owners must be in good standing with the Master Association, with no outstanding assessments.

- (2) Adult renters must present a valid driver's license or valid Colorado identification with a Ken-Caryl Ranch address.

d. Non-Resident ID Cards

A photo ID will be issued to non-residents who purchase an annual or monthly facility use or seasonal pass.

- e. New ID Cards and replacement cards are made for \$5.00 each.

6. Security Deposits and Rental Fees

- a. Renter is required to pay a security deposit to rent any of the District's Rental Facilities. A Schedule of Security Deposits is attached as **Appendix A**. The District will hold the Renter's security deposit as security for Renter's payment of Rent and performance of Renter's other obligations under this Agreement. If Renter fails to pay any amount owed, or fails to perform any other obligation, the District may use all or part of the security deposit to pay the Rent or any other amount owed the District, or to reimburse the District for any other loss or damage caused by Renter. If the District uses any portion of the security deposit, the District will return the unused portion of the security deposit to the Renter within the period required by Colorado law, and will provide an accounting of any amounts offset or withheld.

- b. A Schedule of Fees for renting one or more of the District's Rental Facilities is attached as **Appendix B**. Notwithstanding any other provision of this Agreement, the Renter's right to use the Rental Facilities is subject to the District's absolute right to use the Rental Facilities to meet the normal and emergency operations and business needs of Ken-Caryl Ranch. While the District will make every effort to avoid canceling an event, the District has the absolute right, at any time, to cancel Renter's use of the Rental Facilities. If possible, the District will attempt to reschedule Renter's use of the Rental Facilities to another date and time within the same month that is acceptable to the Renter. If no acceptable alternative date and time is available, the District will refund the Renter's rental payment. Any costs and expenses associated with

cleaning and care of the Rental Facilities and the equipment resulting from Renter's use of the Rental Facilities are in addition to the Rent. Ken-Caryl is not responsible for any direct or indirect, special or consequential damages of any kind, arising from or relating to Ken-Caryl's cancellation or rescheduling of a rental for any reason.

7. User/Guest Fees

User fees are in effect for certain facilities and programs. Current fee schedules are available at the Ranch House and Community Center.

- a. Annual Gold Pass (for use at the Community Center): The District offers a Gold Pass for certain recreational activities. The Gold Pass allows unlimited use of/participation in aerobic classes, weights, cardiovascular equipment, outdoor racquetball courts, tennis courts and swimming pool. The gold pass allows individuals or families to participate in classes/activities at resident rates during the time of membership. Use of the nursery and indoor court time is not included in Annual Gold Pass activities. The Gold Pass is available to residents and non-residents and may be purchased by individuals or families.
- b. Summer Platinum Pass (for non-resident summer swimming and tennis only): The platinum pass allows individuals or families to participate in classes/activities at resident rates during the time of membership. Classes/activities include outdoor swimming, use of outdoor tennis courts and all classes offered by the District.

8. Supervision

- a. Renter is solely responsible for supervising its employees, volunteers, guests, invitees and agents. All youth groups must be chaperoned by a minimum of one (1) adult, 21 years or older, for every ten (10) youths in attendance.
- b. When renting a swimming pool, for every 10 guests under the age of 25, an adult over the age of 25 must be present.
- c. Renter must be present at all times, including during set-up, duration of the event and cleanup. Renter must check in with a Ken-Caryl staff member at the beginning of the event and check out with a Ken-Caryl staff member at the end of the event.

9. Care and Cleaning

- a. Renter is responsible for care and cleaning of the Rental Facilities and equipment.
- b. Renter shall immediately replace or repair Rental Facilities or equipment damaged during Renter's use of the Rental Facilities or equipment, regardless whether the Renter, or Renter's officers, directors, agents, employees, representatives, agents, invitees, guests or customers caused the damage.
- c. Renter shall leave the Rental Facilities in the same condition as they existed prior to Renter using the Rental Facilities. Renter is not responsible for normal wear and tear.

- d. Failure to properly clean the Rental Facilities immediately after each use shall result in Ken-Caryl applying all or a portion of the security deposit for such cleaning. Renter shall supply all cleaning supplies and equipment.

#### 10. Entertainment and Staffing

Music and live entertainment is only permitted inside Rental Facilities. Music levels must comply with all applicable local laws, rules and ordinances. All music must end by 10:00 p.m. at the Dakota Lodge. Common courtesy for surrounding neighbors should prevail as to the sound levels of entertainment. **Disregard of music levels may result in the loss of the Renter's security deposit.** A Facility Liaison may be required for any event having amplified music.

Renter shall provide sufficient personnel for the event. Renter is responsible for informing all personnel of, and ensuring they strictly comply with, District rules, and all Federal, State and local laws, rules and ordinances.

#### 11. Compliance with All Laws, Rules and Regulations.

Renter shall strictly comply with all Ken-Caryl rules, and all Federal, State and local laws, rules and ordinances. Renter and its officers, directors, agents, employees, representatives, invitees, guests or customers shall comply with any requests made by Ken-Caryl's Facilities Administrator or Aquatics Coordinator, security personnel, local law enforcement and/or local fire prevention personnel.

#### 12. Damages.

Renter is solely responsible for damage to the Rental Facilities, equipment or other real or personal property, and for personal injuries caused directly or indirectly by Renter or its officers, directors, agents, employees, representatives, invitees, guests or customers.

#### 13. Event Conclusion.

Renter is responsible for ensuring that all events end, and all clean up has been completed, within the rental period. Times include breakdown and clean up after the event. Please see Appendix B for specific facility times.

### **B. Indoor Facilities: Ranch House, Community Center and Dakota Lodge**

#### 1. General

Materials of any type (including crepe paper, posters and banners) shall not be taped, nailed, stapled or otherwise attached to the interior or exterior surfaces of the Rental Facilities, including the roof, walls, floors and ceilings) or any furnishings within any Rental Facilities.

#### 2. Unreserved (Drop-in) Use

- a. The Adult Lounge and Community Center are available for drop-in use during hours that staff is on duty, unless an event has been scheduled. Drop-in use is limited to social or community groups. Businesses must rent the facilities.

#### 3. Use of Facilities by Ken-Caryl Ranch Homeowners' Association

- a. There is no charge for business meetings.
  - b. A maximum of three social functions per year is allowed.
  - c. A \$100 refundable damage deposit is required to be paid three weeks prior to any social function (excluding events at swimming pools).
4. Use of Dakota Lodge by Scout Groups
- a. Scout groups must schedule meeting dates with the Ranch House Facility Administrator and complete the necessary forms.
  - b. Scout groups must include at least 50% District residents, and at least one leader must be a District resident.
  - c. Scouts must leave the room as they found it: Trash removed, furniture replaced, counters and tables cleaned and wiped.
5. Prohibited Activities

The following activities are strictly prohibited and will result in automatic termination of the rental and forfeiture of the security deposit:

- o Cigarette and cigar smoking anywhere inside the Rental Facilities. Smoking is permitted in designated areas only.
  - o Smoke, fog or haze producing equipment of any kind.
  - o Setting off fire alarms.
  - o Disturbance of the peace (playing music too loud, honking horns, etc.)
  - o Open flames of any kind.
  - o Food or beverage in non-designated areas.
  - o Any materials nailed, tied, or taped to any ceilings, walls, floors, or furnishings inside or outside of the building.
  - o Helium balloons.
  - o The required summoning of the police department due to activities of Renter or Renter's guests.
  - o Throwing of rice, confetti, birdseed, or other materials inside or on the grounds of Ken-Caryl.
  - o Failure to cleanup and vacate the facility within the rental period time (this includes caterers, musicians and all guests).
  - o Exceeding the occupancy limit for a room or facility.
6. Fireplaces

Fireplaces may be used. Renter is responsible for providing firewood. Fires must be completely extinguished, and the area cleaned up after use, except for ashes, which should be left in fireplace. (Fireplaces are in the Ranch House and Dakota Lodge Only).

## C. Outdoor Facilities

### 1. Waiver and Release

Every participant in organized, competitive sports (including, but not limited to softball, swimming, tennis, soccer, and equestrian events) must sign a release and waiver before engaging in such activities at an outdoor rental facility.

## 2. Swimming Pools

Safety is the primary goal of Ken-Caryl with respect to all activities conducted around or in Ken-Caryl's swimming pools. The following rules shall be strictly complied with, and interpreted in the manner that best achieves the District's goal of safety.

### a. Hours of Operation

- (1) Pools are generally open seven days a week between Memorial Day and Labor Day for use by residents and their guests.
- (2) Pool hours may be modified after local schools reconvene. Swimming pool schedules will be published frequently in summer issues of *Life at Ken-Caryl* and on the Ken-Caryl Ranch website at [www.ken-carylranh.org](http://www.ken-carylranh.org) and are posted at pool offices. Notification of pool schedule variations will be posted at the various pools.
- (3) The District reserves the right to reserve and/or limit use of the pool for special events or swim meets.
- (4) The pool manager, at his/her discretion, may close the pool or pool areas for the following reasons: (a) Adult only swimming (15 minutes every hour); (b) Overcrowding (may result in closing the diving area); (c) Thunderstorm or lightning activity or temperatures 65° or below.

b. Lifeguards are on duty during regular pool hours. Lifeguards have absolute authority and may ask individuals to leave the pool area if they fail to comply with pool rules and/or are endangering the safety of others and/or themselves.

c. All users must show a valid District identification card upon arrival and before checking in at District pools. Guests must pay appropriate fees.

d. A responsible adult must accompany children under seven years of age or anyone unable to swim the length of the pool. A swimmer's ability to swim the length of the pool will be determined by District lifeguards.

e. Glass containers and/or alcoholic beverages are not allowed at any District operated aquatic facility. Resolution M.D. 89-134 states: "The Ken-Caryl Ranch Metropolitan District disallows the consumption of liquor at the Ken-Caryl Ranch outdoor pools at anytime."

f. Please remember these are family facilities and discretion must be used in swim attire. Appropriate swimwear is required at all times.

g. Infants and toddlers must wear plastic pants or "little swimmers" in the pool area. Disposable diapers of any type are not permitted.

### h. Wading Pools

- (1) The parent or guardian of the child/children using the wading pool must be present at all times.
- (2) Children are allowed in the wading pool during open swim hours only.
- (3) The wading pool is for children ages six and under.

- (4) Children wearing diapers must wear plastic pants or little swimmers. Disposable diapers are not allowed.
  - i. Pool Guests
    - (1) Guest passes are required for all guests over three years of age who enter the pool area.
    - (2) Residents under 21 years of age are limited to one guest unless special arrangements are made at the pool office. Residents over 21 with more than four guests are required to notify the pool office in advance, so appropriate staffing arrangements can be made.
  - j. Renter shall not provide or sell alcohol at any swimming pool; nor shall alcohol shall be consumed at any swimming pool at any time.
  - k. When a storm approaches, the pool and surrounding area will be closed immediately and all users will be sent indoors. The facility will reopen 30 minutes after the last sighting of lightning or sound of thunder.
  - l. District Lifeguards will enforce all pool rules and regulations that must be followed at all times by the members of the party.
3. Tennis Courts
- a. Court Use Priorities
    - (1) District tennis instruction staff has priority at each facility at all times when previously scheduled.
    - (2) The tennis coordinator governs court usage and priorities during special events.
    - (3) Unless permanent indoor court time is being used, league matches in progress have priority over reserved times when a match lasts longer than its appointed time.
4. Open Space – A complete list of Open Space and Park Rules can be found on the website at [www.ken-carylranh.org](http://www.ken-carylranh.org)
- a. No vehicular traffic is allowed off designated roads or parking areas anywhere on Ken-Caryl Ranch. Vehicular traffic includes motorcycles, scooters, snowmobiles, four-wheel drive and other off-road vehicles, and all other motorized vehicles.
  - b. Fires are permitted only in the approved fire pit at the Bradford House picnic area with required District contract. Barbecues are restricted to designated areas at the Ranch House, Bradford Park, and the Equestrian Center.
  - c. Users are responsible for packing out their own refuse. Do not litter or bury trash.
  - d. Users may not disturb or destroy a plant, animal or natural feature of the property. Users may not vandalize signs, tables, fire pits and barbecues, or other improvements.
  - e. The discharge of firearms, including BB and pellet guns, bow and arrows, paint ball guns, slingshots and other weapons, is prohibited.

- f. No hunting or trapping is allowed.
- g. Domestic animals must be under the owner's control at all times and be on a leash no longer than ten feet. Owners will be responsible for any damages incurred by their pet and are required to remove and properly dispose of their pet's waste.
- h. Any special use of open space should be brought to the attention of Ranger staff for approval. All parks and open spaces close at 10 p.m., except for authorized activities or where otherwise specified. Bradford Park closes at sunset.
- i. Technical rock climbing is prohibited.
- j. Safety Guidelines
  - (1) Stay on marked trails.
  - (2) Familiarize yourself with the trail system and the area.
  - (3) Carry a first aid kit and know how to use it.
  - (4) Advise family, friends, or Ken-Caryl Ranch Ranger staff of your destination and expected time of return.
  - (5) Carry your own water. The naturally occurring water is unsafe to drink.
  - (6) Failure to observe the foregoing procedures and rules will result in a warning. Further abuses may result in forfeiture of use privileges.

## 5. Parks

- a. All domestic animals must be under the owner's control at all times and be on a leash no longer than 10 feet. Owners must clean up after their pets.
- b. Fires are permitted only in enclosed fire pits or barbecue grills provided for this purpose or brought to the park by the user. Users must extinguish all fires before leaving the park.
- c. Throwing, striking, propelling or otherwise operating flying or propelled objects of a potentially dangerous nature (including, by way of example and without, limitation, such items as model airplanes, rockets, horseshoes, arrows, golf balls, paint ball guns or rocks), is not permitted except in areas designated for such use or as part of an authorized sport or recreational activity. (Please visit [www.ken-carylranh.org](http://www.ken-carylranh.org) for a complete set of Open Space and Parks Rules and Regulations)
- d. Except for authorized activities, all parks are open daily from sunrise until 10 p.m., except Bradford Park, which closes at sunset.
- e. No vehicular traffic is allowed off designated roads or parking areas anywhere on Ken-Caryl Ranch.

**VI. CANCELLATION/REFUND POLICY – ALL FACILITIES**

**A. Cancellation**

1. A Cancellation Fee of \$10 will be charged for canceling any rental.
2. Should an event be canceled the day of the event due to inclement weather, the full fee will be refunded.
3. If an event is canceled with at least three weeks' prior notice, the entire deposit is refundable. If cancellation notice is made with less than three weeks notice, one half of the total deposit is forfeited.

**B. Refund**

1. Each refund for a cancelled event will be assessed a \$10 service charge, *unless contract is cancelled by the District.*

**VII. INSURANCE AND INDEMNIFICATION**

**A. Indemnification**

1. Renter shall indemnify the District, the Ken-Caryl Ranch Master Association and their officers, directors, agents, employees, representatives, invitees, guests and customers, and hold them harmless from any and all demands, claims, causes of action, fines, penalties, damages (including without limitation consequential damages), losses, liabilities, judgments and expenses (including without limitation attorneys' fees and court costs) arising from the presence of Renter or its officers, directors, agents, employees, representatives, invitees, guests or customers upon the Rental Facilities or any Ken-Caryl property, or arising from any use by Renter or its officers, directors, agents, employees, representatives, invitees, guests or customers of the Rental Facilities or equipment.

**VIII. MISCELLANEOUS**

1. Usage of the Rental Facilities is designated for the dates on the rental contract only.
2. All vehicles must be parked in authorized areas surrounding the Rental Facility. Renter is solely responsible for locating, contracting for and providing off-site parking, if it is needed, as well as any shuttle service to the off-site parking.
3. Money or fees exchanged for entrance into the event must be approved by the District.
4. The District will charge a \$15.00 fee for checks returned due to insufficient funds, and shall have all other rights provided by State law.
5. These Terms and Conditions, and the Rental Permit, constitute the entire agreement between the District and the Renter and there are no oral or collateral agreements or understandings. These Terms and Conditions and the Rental Permit may only be amended by a document signed by both parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect.
6. Waiver of a breach shall not operate or be construed as a waiver of any subsequent breach.

7. These Terms and Conditions and the Rental Permit may not be sold, conveyed or assigned by either party.
8. Where specifically identified, the Ken-Caryl Ranch Master Association is intended to be a third-party beneficiary; otherwise, these Terms and Conditions and the Rental Permit are not intended to, and shall not, confer rights on any person or entity.
9. These Terms and Conditions and the Rental Permit may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
10. In any dispute arising from or relating to these Terms and Conditions and the Rental Permit, the prevailing party shall be awarded his/her/its attorneys' fees, costs and expenses. Colorado law governs these Terms and Conditions and the Rental Permit. Jurisdiction and venue shall lie exclusively in Jefferson County District Court.