

RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
TALLYN'S REACH AUTHORITY

ADOPTING POLICIES AND PROCEDURES GOVERNING  
TALLYN'S REACH CLUBHOUSE AND RECREATION AMENITIES

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WHEREAS, Tallyn's Reach Metropolitan District Nos. 2 and 3 (each a "**District**" and collectively the "**Districts**") are quasi-municipal corporations and political subdivisions of the State of Colorado, duly organized pursuant to §§ 32-1-101, *et seq.*, C.R.S. and in accordance with the "Consolidated Service Plan" prepared for the Districts, as approved by the City of Aurora and the District Court of Arapahoe County, Colorado; and

WHEREAS, the Districts each have the power and authority to provide the following services pursuant to the Consolidated Service Plan: water, streets, traffic and safety controls, fire protection and emergency medical services, television relay and translator, transportation, park and recreation, sanitation, and mosquito and pest control; and

WHEREAS, the combined boundaries of the Districts make up the community known as "Tallyn's Reach," which property is constituted by the legal boundaries of the Districts as they currently exist; and

WHEREAS, the respective Boards of Directors for the Districts previously jointly adopted certain rules and regulations entitled "Rules and Regulations Governing Tallyn's Reach Metropolitan District" dated June 25, 2001 (the "**Rules and Regulations**"), as amended, and certain policies and procedures entitled "Policies and Procedures Governing the Tallyn's Reach Clubhouse and Recreation Amenities" dated June 25, 2001 (the "**Original Policies and Procedures**"), as amended, for the purpose of governing Tallyn's Reach and the recreational amenities of the Districts; and

WHEREAS, on February 12, 2018, the Districts entered into the Tallyn's Reach Authority Establishment Agreement (the "**Agreement**") to establish the Tallyn's Reach Authority (the "**Authority**"), a separate legal entity and political subdivision of the State of Colorado; and

WHEREAS, the Board of Directors of the Authority (the "**Board**") has determined that it is in the best interest of the Authority and the residents and property owners of Tallyn's Reach Metropolitan District Nos. 2 and 3 to adopt certain revised policies and procedures on behalf of the Authority in order to preserve and protect public property and facilities owned and/or operated by the Authority, and prohibit activities that interfere with the use and enjoyment of such property and facilities (the "**Authority Policies and Procedures**"); and

WHEREAS, the Rules and Regulations shall remain in full force and effect, and otherwise unaffected, by the adoption of the Authority Policies and Procedures as of the date hereof; and

WHEREAS, it is the intent of the Board to replace the Original Policies and Procedures in their entirety with the Authority Policies and Procedures.

NOW, THEREFORE, be it resolved by the Board of Directors of Tallyn's Reach Authority as follows:

1. Adoption of Authority Policies and Procedures. The Authority Policies and Procedures attached hereto as **Exhibit A** and incorporated herein are hereby adopted pursuant to Sections 2.08 and 3.03 of the Agreement, § 32-1-1001(1)(m), C.R.S., and § 18-9-117, C.R.S. The Original Policies and Procedures shall be replaced in their entirety by the Authority Policies and Procedures.

2. Variances. The Board hereby authorizes the Authority manager or general counsel, as appropriate, to grant written variances for good cause shown.

3. Amendment. The Authority expressly reserves the right to amend, revise, redact, and/or repeal the Authority Policies and Procedures adopted hereby in whole or in part, from time to time in order to further the purpose of carrying on the business, objects, and affairs of the Districts. The foregoing shall specifically include, but not be limited to, the right to adopt new rules and regulations and/or policies and procedures, or update those rules and regulations and/or policies and procedures already in existence, as may be necessary, in the Board's discretion.

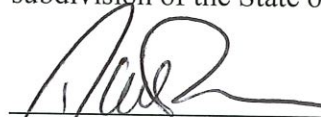
4. Effective Date. The provisions of this resolution shall take effect as of the date of this resolution.

5. Severability. If any term or provision of this resolution or if any rule or regulation is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the remainder of the resolution or rules and regulations, as a whole, but shall be severed, leaving the remaining terms or provisions in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

*[Remainder of page left blank intentionally]*

**RESOLVED AND ADOPTED** this 29th day of November, 2018.

**TALLYN'S REACH AUTHORITY**, a political  
subdivision of the State of Colorado


  
\_\_\_\_\_  
Officer of the Authority

ATTEST:

  
\_\_\_\_\_

APPROVED AS TO FORM:

**WHITE BEAR ANKELE TANAKA & WALDRON**  
Attorneys at Law

  
\_\_\_\_\_  
General Counsel to the Authority

**EXHIBIT A**  
**Policies and Procedures**

**POLICIES AND PROCEDURES GOVERNING THE  
TALLYN'S REACH CLUBHOUSE  
AND  
RECREATION AMENITIES**

*Adopted and Enforced by  
Tallyn's Reach Authority*

Preamble

The Board of Directors of Tallyn's Reach Authority (the "**Authority**") has adopted the following Policies and Procedures Governing the Tallyn's Reach Clubhouse and Recreation Amenities (the "**Policies and Procedures**") pursuant to § 32-1-1001(1)(m), C.R.S., by resolution dated November 29, 2018, to provide for the orderly and efficient conduct of construction, management, operation and control of certain public facilities and services of the Authority. Tallyn's Reach Metropolitan District Nos. 1-3, pursuant to the provisions of their Consolidated Service Plan, constructed the Clubhouse and associated recreation amenities, including a pool, tennis courts and landscaped common areas (collectively the "**Recreation Amenities**"). Tallyn's Reach Metropolitan District Nos. 2 and 3 (each a "**District**" and collectively the "**Districts**") entered into the Tallyn's Reach Authority Establishment Agreement on February 12, 2018, to establish the Tallyn's Reach Authority, a separate legal entity that is a political subdivision of the State of Colorado. The Districts established the Authority for the purpose of providing services and planning, financing, designing, constructing, installing, operating, maintaining, repairing and replacing public improvements and facilities and for providing Services.

All references herein to "Authority" shall refer to the Tallyn's Reach Authority and its Board of Directors. All references herein to "Authority Manager" shall refer to an independent contractor engaged by the Authority to perform such services, with and to the extent authorized by the Authority, by contract or other valid allocation of authority.

The Authority herein articulates its policies and procedures for the general operations and maintenance of the Recreation Amenities. **Exhibit A** hereof contains the Individual and Parent/Legal Guardian Waiver of Liability and Release Form. **Exhibit B** hereof contains the official policies and procedures of the Authority for the Swimming Pool. **Exhibit C** hereof contains the official policies and procedures of the Authority for use, reservation and rental of the Clubhouse. **Exhibit D** hereof contains the official policies and procedures of the Authority for the use of the Tennis Courts. **Exhibit E** hereof contains the official policies and procedures of the Authority for the use, reservation, and rental of the Parks. The Policies of the Authority may be enacted and/or amended by Resolution of the Authority's Board of Directors. The Authority's Board of Directors shall have the right, at all times, to repeal and re-enact Resolutions of the Board of Directors regarding these policies and procedures attached hereto as Exhibits A through E, and incorporated herein as part of these Policies and Procedures. In all circumstances, the Board of Directors retains authority and responsibility for the policies of the Authority.

## Article I

### ACCESS TO AND USE OF THE RECREATION AMENITIES

**1.1. Policy Statement.** The facilities of Authority are constructed and maintained by the taxpayers of the Authority for the purposes outlined in the Authority's Establishment Agreement. Accordingly, some portions of the Authority's facilities may be utilized by the general public provided that such usage does not interfere with the Authority's operational activities or the public safety or welfare of the community, and does not substantially increase operational costs with respect to building utilities, retrofitting to accommodate public needs, or maintenance requirements. The purpose of the Policies and Procedures regarding the Recreation Amenities is to accommodate requests for the use of Authority facilities and to lawfully regulate the temporary use or occupation of those areas of the Authority's facilities which are made available for usage by the community (and not by for-profit business activities). However, nothing in the Policy shall vest, or be deemed to vest, any property right, estate or interest in persons using such areas made available to the public under the terms of this Policy. Such temporary uses and occupations permitted hereunder are authorized only as a public service and to provide for the general public welfare and interests, and not for any assistance, in-kind donation, or accommodation to any particular group, organization, association, interest, belief, or individual.

Because Authority facilities are constructed and operated by the use of public funds (often including public financing which precludes the use of tax exempt revenues being utilized for private benefit), usage will be on a rental basis that does not provide for preference of one member of the public over another.

In addition to restrictions on the use of public funds, the use of a tax exempt facility by for-profit organizations (corporations, partnerships, LLC's, etc.) engaged in commercial endeavors can result in the loss of the facilities' property tax exemption. Accordingly, commercial use shall be prohibited.

Because of the complex rules and regulations regarding the prohibition of the use of public property and facilities in political campaigns and elections, and the classification of "in-kind" donations under Colorado law, no Authority facility shall be utilized by any person, group, committee or organization which has as its primary purpose for such usage the support or opposition of a candidate for any public office, or of any ballot issue.

**1.2. Persons within Authority Boundaries.** All residents and owners of property within the legal boundaries of the Authority, as amended from time to time ("**Authority Residents**" and "**Property Owners**"), shall be entitled to use the Recreation Amenities as permitted herein and pursuant to the Authority's Rules and Regulations. All persons over the age of 16 claiming status as an Authority Resident or Property Owner shall present proof of such residency or property ownership to the Authority Manager upon submission of the information form identified in Article 1.5 hereof in order to receive an Access Code or Card Key for use of the Recreation Amenities. Acceptable proof of residency or property ownership shall include, but not be limited to, a valid Colorado driver's license or I.D. issued by the Colorado Department of Motor Vehicles or a deed or lease for any such property. The Authority Manager shall accept or

reject any such proof of residency or property ownership at its discretion. Use of the Recreation Amenities by Authority Residents and Property Owners is subject to timely payment of all Authority fees, charges and taxes. In the event that such fees, charges and taxes are not timely paid, such resident or property owner shall not be issued an Access Code or Card Key to the facility, and any privileges for use of the Recreation Amenities pursuant to a previously issued Access Code or Card Key shall be suspended or revoked, in the Authority's discretion.

**1.3. Persons not within the Authority Boundaries.** All persons not residing or owning property within the legal boundaries of the Authority, as amended from time to time ("**Non-Authority Property Owners and Residents**"), shall be entitled to use the Recreation Amenities as permitted herein and pursuant to the Authority's Rules and Regulations. Charges for use of the Recreation Amenities by Non-Authority Property Owners and Residents shall equal, at a minimum, the estimated annual mill levy payments and other annual fees for which such property would be responsible if it were included in the Authority. All persons desiring access to the Recreation Amenities under this Article 1.3, shall pay in full all applicable annual charges and fees, as determined by the Board of Directors of the Authority, in its discretion, from time to time, prior to being allowed access to the Recreation Amenities for the year in question. The Authority retains the right to limit access to the Recreation Amenities to Non-Authority Property Owners and Residents based upon the safe and reasonable capacity of the Recreation Amenities, as determined by the Board of Directors, in its discretion. Use of the Recreation Amenities by Non-Authority Property Owners and Residents shall be allowed on a first-come, first-served basis in the event of any such limitations.

**1.4. "User" Defined.** The term "**User**," as used herein, shall refer to all persons entitled to use the Recreation Amenities, subject to the terms and conditions set forth herein. Such persons shall include Authority Residents or Property Owners as defined in Article 1.2., Outside Users as defined in Article 1.3., and other such persons as the Authority's Board of Directors determines to be entitled to use the Recreation Amenities from time to time. The privileges of Users with respect to the Recreation Amenities shall be subject to the terms and conditions set forth herein.

**1.5. Use of the Recreation Amenities.** All Users who desire to access the **Recreation Amenities** shall, on an annual basis, complete: 1) either a Property Owner/Resident Information Form or an Additional Authorized User Form, in substantially the form attached hereto as **Exhibit A-1** and **Exhibit A-2** respectfully; as well as 2) the Individual and Parent/Legal Guardian Waiver of Liability and Release Form, in substantially the form as **Exhibit A-3** hereto, for submission to the Authority Manager. The Individual and Parent/Legal Guardian Waiver of Liability and Release Form must be signed by all Users over the age of 18, individually, and by parents or legal guardians on behalf of all individuals under the age of 18. Upon presentation of the Information Form, all Users shall be issued an Access Code or Card Key by the Authority Manager. In the absence of suspension or revocation of any User's privilege to use the Recreation Amenities, a new Access Code or Card Key shall be provided to all eligible Users on the first day of each quarter during which any one or all of the Recreation Amenities are available for use or on a later basis as otherwise determined by the Authority. The Access Code or Card Key shall be utilized by all Users for access to the pool and Clubhouse during permitted times.

All Access Codes or Card Keys issued by the Authority Manager are the sole property of the Authority and may not legally be assigned, sold, loaned or otherwise transferred without the prior written authorization of the Authority Manager. Any transfer without the Authority Manager's approval shall be void and the Authority shall retain the right to suspend or revoke any User's privileges to the Recreation Amenities for such violation. If at any time an Authority Resident or Property Owner moves outside of the Authority's boundaries or ceases to own property therein, s/he shall promptly notify the Authority Manager. Any such person may continue to use the Recreational Amenities as a Non-Authority Resident or Property Owner by compliance with Article 1.3 herein.

**1.6. Children.** No children under the age of fourteen (14) may use the Recreational Facilities unless accompanied by a parent, legal guardian or other adult over the age of 18, as authorized by the parent or guardian.

**1.7. Guests of Users.** Users who are Authority Residents or Property Owners may invite guests to use the Recreation Amenities; however, each physical address within the Authority's boundaries is allowed up to six (6) total Users (including guests) per day. All guests must be accompanied by the User at all times during their use of the Recreation Amenities. All guests under the age of 18 must be accompanied by a User over the age of 18. All Users shall be responsible for their guests' actions, and shall be jointly and severally liable with such guest for any damages caused by such guest to the Recreation Amenities.

**1.8. Hours of Operation.** The Recreation Amenities shall have the following hours and dates of operation:

Pool shall be open from Memorial Day to Labor Day  
Monday through Friday 10 a.m. to 8 p.m.  
Saturday through Sunday 10 a.m. to 8 p.m.  
Hours are subject to change.

Tennis Courts shall be open year round, weather permitting  
Monday through Sunday from dawn to dusk

Access to the Clubhouse shall be allowed for Users year round pursuant to these Policies and Procedures.

The Recreation Amenities' hours of operation shall be subject to seasonal adjustments or changes deemed necessary and appropriate by the Boards of Directors in their discretion. Users may contact the Authority Manager for up-to-date information relating to the hours of operation for any of the Recreation Amenities. Additionally, the Authority reserves the right to close all or any portion of the Recreation Amenities due to weather conditions, preparation for major events, temporary staffing problems or other reasons. Any such required closing will not result in any adjustments to User fees.



## Article II

### MISCELLANEOUS

**2.1. Lost Articles.** The Authority is not responsible for any lost or stolen articles or for accidents on the premises. All personal articles should be locked or secured as appropriate to avoid loss to the owner. There will be a collection spot for all lost articles designated in the Recreation Amenities. All lost articles which are not claimed shall be donated to a non-profit collection agency on a monthly basis by the Authority.

**2.2. Limitation of Liability of Authority.** Use of the Recreation Amenities is at the sole risk of any User. Except as provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., the Authority shall not be responsible for any claims for damage by reason of any action or inaction of the Authority or its agents or representatives in connection with any of the Recreation Amenities.

**2.3. Equipment.** All recreational items and equipment located on or around the Recreation Amenities are the property of the Authority and shall not be taken from the premises without prior written consent of the Authority Manager. Any violations shall result in criminal prosecution by the Authority.

**2.4. Smoking, Drugs and Alcohol.** Smoking and use of marijuana or illegal drugs is not allowed and shall not be permitted on or around the Recreation Amenities. Use of alcohol is permitted by adults over the age of 21 in the Clubhouse during certain special events as noticed.

**2.5. Weapons.** With the exception of squirt guns, no weapons of any kind shall be allowed on or around the Recreation Amendments, including but not limited to pocket knives or guns.

**2.6. Food and Drink.** Food and drink are permitted in the Recreation Amenities. Glass containers are absolutely prohibited in the Pool and Tennis Court areas. Users must clean up after themselves.

**2.7. Pets.** Pets are not allowed in the Clubhouse, pool area or tennis courts, but are allowed in the common area parks. All pets must be accompanied and must be on a leash. All Users are responsible for cleaning up after their pets. Notwithstanding the foregoing, nothing in this Agreement shall prevent Users from being accompanied by disability-related assistance animals.

## Article III

### LANDSCAPED COMMON AREAS

**3.1. Park and Picnic Areas.** The open green areas are intended for general play, recreational use, and picnics. Users shall report all broken or damaged equipment to the Authority Manager, as well as any other items, such as broken glass, which could be hazardous or harmful to persons

utilizing these areas. No motorized bikes or vehicles are allowed in the park areas or on the bike paths.

**3.2. Prohibited Activities.** The following activities are prohibited within the Park and Picnic Areas:

**3.2.1.** Placing or posting signs.

**3.2.2.** Camping overnight.

**3.2.3.** Entering or remaining in the Parks after such facilities are closed as indicated on the posted hours of operation.

**3.2.4.** Depositing, leaving or burying refuse, trash or litter except in designated trash receptacles.

**3.2.5.** Failing or refusing to pick up any animal waste caused by an owned pet or other domestic animal.

**3.2.6.** Installing any structure, including but not limited to, tents, booths, stands, awnings, tree houses, rope swings, inflatable amusements or canopies, except that temporary awnings and umbrellas for shade are permitted as long as such structures are not left unattended and are removed when the User leaves.

**3.2.7.** Operating remote control or control-line devices in the air, on or in the water, or on the ground.

**3.2.8.** Using any amplified sound system that produces audible sound beyond a radius of twenty-five (25) feet.

**3.2.9.** Sticking or placing any handbill, poster, placard, sticker, or painted or printed matter on any public building, fence, power or light or telephone pole, or any other public structure.

**3.2.10.** Playing or practicing golf or archery.

**3.2.11.** Bringing into, possessing, or having any glass bottle or container.

**3.2.12.** Discharging explosives or fireworks or operating launch model rockets or other devices which may have an explosive charge.

**3.2.13.** Conducting any private enterprise.

**3.2.14.** Parking motor vehicles overnight.

**3.2.15.** Selling, serving, dispensing, possessing or consuming any alcoholic beverages.

**3.2.16.** Blocking, closing off, or impairing access to any trails or facilities.

**3.2.17.** Hunting, shooting, killing, injuring, trapping or maiming any animal.

**3.2.18.** Permitting any livestock to graze.

**3.2.19.** Destroying, vandalizing, defacing or damaging any buildings, structures, signs, equipment, fences, gates or locks regulating access.

**3.2.20.** Entering, without authorization, those areas and facilities posted or otherwise designated as closed to the general public.

**3.2.21.** Disposing or dumping of trash or waste.

**3.2.22.** Removing, cutting down, and disfiguring rocks, trees, shrubs or other features of the natural environment.

**3.2.23.** Building a fire.

**3.2.24.** Operating motorized bikes or motor vehicles in the park areas or on the bike paths.

**3.2.25.** Possessing a weapon, unless authorized pursuant to § 18-12-214, C.R.S., or any air rifle, spring-gun, bow and arrow, sling, paintball gun, air soft gun or any other projectile or bladed weapon.

**3.2.26.** Engaging in any illegal or illicit activity, as prohibited by applicable Federal, State or local law, regulation or ordinance.

#### Article IV

#### ENFORCEMENT

**4.1. Disorderly or Offensive Conduct.** The Authority and its authorized representatives may request any User to cease conduct that:

1. Violates any part of the Rules and Regulations or the Policies and Procedures; or
2. Interferes with, or is abusive, toward any employee in the normal operation of the Recreation Amenities; or
3. Interferes with the use or enjoyment of the facilities by any User or User's guest, or is abusive to any such person; or
4. Is abusive or damaging toward any of the Recreation Amenities.

In the event that the offending party fails to cease such conduct after being requested and warned to do so, the attendant or Authority Manager is authorized to use all reasonable means he

or she deems necessary to stop such conduct. This includes, but is not limited to, having the offender removed from the Recreation Amenities and barred from further privileges to use the Recreation Amenities without the necessity of any action of the Authority's Board of Directors, for a time period to be determined by the Authority Manager, but in any case not to extend beyond the next regular meeting of the Authority's Board of Directors at which a quorum of Directors is present. All such removals shall be reported to the Authority Manager.

**4.2. Violation of Recreation Amenities Policies.** If the Authority Manager, in his sole discretion, determines that any party has engaged in conduct defined in Article 8.1, disciplinary measures shall be administered by the Authority Manager as follows, without the necessity of any action of the Board:

First offense:	Verbal warning
Second offense:	Restricted from the Recreation Amenities for 1 month
Third offense:	Restricted from the Recreation Amenities for 1 year

The Authority's Board of Directors shall be notified of all disciplinary measures by the Authority Manager and shall, in its discretion, have the ability to impose other disciplinary measures as it deems appropriate at any point in time, which may include revocation of Recreation Amenities privileges for a User and/or User's family members and guests. Any violations and disciplinary measures taken will be recorded in writing and kept on file by the Authority Manager. All violations may be reported to local law authorities as deemed necessary by the Authority Manager or the Authority Board of Directors.

**EXHIBIT A**  
**Forms**

**EXHIBIT A-1**  
**Property Owner/Resident Information Form**

**TALLYN'S REACH PROPERTY OWNER/RESIDENT INFORMATION FORM**

Property Address: \_\_\_\_\_  
 Out-of-Authority Address: (If Applicable) \_\_\_\_\_  
 Owner Last Name: \_\_\_\_\_ Owner First Name: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Work/Cell Phone: \_\_\_\_\_  
 2<sup>nd</sup> Owner Last Name: \_\_\_\_\_ 2<sup>nd</sup> Owner First Name \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Work/Cell Phone: \_\_\_\_\_  
 E-mail Address(s) for **contact purposes**: \_\_\_\_\_  
 Emergency Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 (Not Immediate Family)

NOTE: Minors must be accompanied by a Property Owner or another Additional Authorized User unless a Minor Release Form is on file with the Authority Manager.

**ADDITIONAL AUTHORIZED USERS:**

Includes: **Adult Children (18+);**  
**Tenants/Renters;**  
 Regularly Employed Caregivers (Nannies/Babysitters);  
 Immediate Family (incl. **Grandparents/Grandchildren**); and/or Others Residing at Your Property Address

Additional Authorized Users **Do NOT Include Guests.**  
 Each household is allowed 6 users per day. A household may purchase a punch card costing \$10 good for 5 uses.

**ALL ADULT ADDITIONAL AUTHORIZED USERS MUST COMPLETE AN AUTHORIZED USER FORM AND BE LISTED ON THIS PROPERTY OWNER FORM IN ORDER TO ACCESS THE RECREATION AMENITIES.**

Authorized User Name	Sex	Relationship
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____

***EACH PROPERTY OWNER MUST ALSO SIGN A WAIVER AND CONSENT FORM***

**EXHIBIT A-2**  
**Additional Authorized User Form**



**TALLYN'S REACH AUTHORITY  
ADDITIONAL AUTHORIZED USER FORM**

All adult Additional Authorized Users must complete this form AND be listed on a Property Owner/Resident Information Form of an in-Authority resident AND sign a Waiver and Consent Form in order to access the Recreation Amenities.

**USER INFORMATION:**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work/Cell Phone: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Relationship to Property Owner: \_\_\_\_\_  
**(Examples: Tenant/Renter, Nanny, Grandparent/Grandchildren)**

E-mail Address(s) for contact purposes: \_\_\_\_\_

2<sup>nd</sup> Person Last Name: \_\_\_\_\_ 2<sup>nd</sup> Person First Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work/Cell Phone: \_\_\_\_\_

Relationship to Property Owner: \_\_\_\_\_  
**(Examples: Tenant/Renter, Nanny, Grandparent/Grandchildren)**

E-mail Address(s) for contact purposes: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
**(Not Immediate Family)**

NOTE: Minors must be accompanied by a Property Owner or another Additional Authorized User unless a Minor Release Form is on file with the Authority Manager.

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**MANDATORY INFORMATION ON PROPERTY OWNER AUTHORIZING USE:**

Address of Property Owner Authorizing Use: \_\_\_\_\_  
**(In-Authority Address)**

Owner Last Name: \_\_\_\_\_ Owner First Name: \_\_\_\_\_

Owner Home Phone: \_\_\_\_\_ Work/Cell Phone: \_\_\_\_\_

***EACH ADDITIONAL AUTHORIZED USER MUST ALSO SIGN A WAIVER AND CONSENT FORM***

**EXHIBIT A-3**  
**Individual and Parent/Legal Guardian Waiver of Liability and Release Form**

## Individual and Parent/Legal Guardian Waiver of Liability and Release Form

Every person, or a parent/legal guardian of a person under the age of 18, desiring to use or participate in activities on/in/around a Tallyn's Reach Authority (the "**Authority**") recreational amenity including, but not limited to swimming facilities, clubhouse facilities, or tennis courts (each a "**Facility**" and together the "**Facilities**") must complete this Waiver of Liability and Release Form.

It is possible that you (or your child/ward) may be injured while participating in recreational activities including, but not limited to swimming, exercising, running, climbing, and/or sports (such as soccer, football, baseball, lacrosse, tennis) (each a "**Recreational Activity**" and together the "**Recreational Activities**") on/in/around the Facilities or other property owned by the Authority, either because of your (or your child/ward's) own conduct, conduct of others, conduct of the Authority, or the condition of the Facilities. The Authority wants to make sure that you understand the potential risk of injury before you decide to participate in Recreational Activities on/in/around Facilities owned by the Authority. It is required that you read this Waiver of Liability and Release Form very carefully and make sure you understand it. By signing below, you certify that, in advance of participation in the Recreational Activity identified herein, you have received any and all information that you deem necessary or important in making an informed choice regarding your own or your child/ward's participation in such Recreational Activity.

You recognize and acknowledge that participation in Recreational Activities, on/in/around Facilities owned or operated by the Authority involves risk of serious injury and loss. Such loss and injury may include bodily injury, slipping and falling, cardiovascular stress, drowning, permanent disability or death, damage to personal property (including vehicles), exposure to inclement weather, insect or animal bites and severe social and economic losses, which might result from your action, inaction, the negligence of others, the rules of play, or the condition of the Facility or any equipment used thereon. Further, by signing below, you certify that you understand that these are some, but not all of the risks. There may be other risks and dangers, a complete listing of which is not possible and cannot be anticipated, and that you shall assume all such risks and dangers, whether or not described here, known or unknown.

You further acknowledge that you are legally responsible for your actions, your child/ward's actions (if applicable), and your guests' actions (if applicable), including, but not limited to, any damage to private or public property and/or personal injury.

You agree to indemnify and hold the Authority, its officers, employees, agents, consultants and representatives, harmless from any claim, liability, damage, loss or injury (including death) which may result from your participation, your child/ward's participation, or your guests' participation in any Recreational Activity on/in/around Facilities owned by the Authority. This release of liability and indemnity applies equally to losses, damages or injuries caused or alleged to be caused in whole or in part by the negligence of the Authority. You further agree to release, waive and discharge, and covenant not to sue the Authority, its officers, employees, agents, consultants and representatives, for any and all claims, demands or causes of actions whatsoever arising out of any claim, liability, damage, loss or injury (including death) incurred on or to you or your child/ward as a direct or indirect result of your participation (or your child/ward's) in any Recreational Activity on property owned or operated by the District. This release of liability and indemnity applies to you, the undersigned, your child/ward, as well as any of your personal representatives, assigns, heirs and next of kin.

**You agree that you have received sufficient information regarding the Recreational Activities to assess the potential degree of risk involved, and the extent of possible injury, understand the activities and potential risks, have carefully read and fully understand the effect of relinquishing the rights that you hereby waive, and voluntarily sign this Waiver of Liability and Release Form.**

_____ User Name	_____ Date of Birth	_____ Signature of User/Parent/Guardian	_____ Date
_____ User Address	_____ City, State, Zip Code	_____ Telephone number	

**EXHIBIT B OF  
POLICIES AND PROCEDURES GOVERNING THE  
TALLYN'S REACH RECREATION AMENITIES**

**SWIMMING POOL**

**1.1. Pool Rules.** Pool rules are posted in the swimming area and may be obtained directly from the Authority Manager. A current copy of the pool rules and regulations is attached hereto as **Exhibit B-1**.

**1.2. Lifeguards.** Lifeguards will be attending the pool area when available. Users shall utilize the swimming pool facilities at their sole risk.

**1.3. Flotation Devices.** No swimmers dependent upon any flotation device shall be permitted in the Swimming Pool unless accompanied (in the water) and directly supervised by a responsible adult over the age of 16. 'Direct supervision' as used herein shall mean that the parent, legal guardian or other adult is in the pool with swimmers requiring such supervision, or within the pool fence, not more than ten feet from the pool and facing the direction of the pool. All individuals that will be in water greater than chest deep may be subject to a swim test.

**1.4. Wading Pool.** No children over the age of 7 shall be allowed in the wading pool. Children under the age of 7 utilizing the wading pool shall at all times be directly supervised by a parent, legal guardian or other adult over the age of 18, as authorized by the parent or legal guardian. All children who are not yet potty trained shall wear swim diapers or swimsuits with built in swim diapers when utilizing the wading pool.

**1.5. Children.** No User under the age of twelve (12) years shall use the Swimming Pool unless accompanied by a parent, legal guardian or other responsible adult over the age of eighteen (18) years, as listed on the Property Owner/Resident Information Form; or a minor aged sixteen (16) or seventeen (17), as authorized on the Minor Release Form. Any User between the ages of twelve (12) and eighteen (18) years, who may independently access the Swimming Pool without a parent or legal guardian as set forth in this Article 1.5, shall pass a swim test to the sole satisfaction of the Authority Manager prior to any such access. If any User is between the ages of twelve (12) and eighteen (18) years for any portion of the year in which the Property Owner/Resident Form and Release Form are submitted, such User shall not be permitted to use the Swimming Pool without supervision by a parent or legal guardian unless such parent or legal guardian has submitted a Minor Release Form, in substantially the form attached hereto as **Exhibit B-2** for such year in question. All individuals who are not yet potty-trained or otherwise unable to control their bladder shall wear swim diapers or swimsuits with built in swim diapers when utilizing the Swimming Pool.

**1.6. Guests of Users - Swimming Pool.** Users who are Authority Residents or Property Owners may invite guests to use the Swimming Pool; however, each physical address within the Authority's boundaries is allowed up to six (6) total Users (including guests) per day. Users who are Authority Residents or Property Owners may purchase additional guest passes in the form of a punch card, costing ten dollars (\$10.00) for five (5) uses. Guest passes must be

purchased in advance at the Clubhouse during staffed hours. All guests must be accompanied by the User at all times during their use of the Swimming Pool. All Users shall be responsible for their guests' actions, and shall be jointly and severally liable with such guest for any damages caused by such guest to the Recreation Amenities. Outside Users are not permitted to bring guests into the Swimming Pool.

**1.7. Pool and Water Toys.** The only play balls allowed in the pool shall be Nerf™ type balls and inflatable plastic beach balls. Tennis balls, golf balls, footballs, basketballs, etc. will not be allowed. Squirr guns, diving toys and reasonably sized floatation devices shall be allowed.

**1.8. Equipment.** Proper and appropriate attire should be worn by all Users and their guests when utilizing the swimming pool facilities.

**1.9. Smoking, Drugs and Alcohol.** Smoking and the use of marijuana or illegal drugs is not allowed and shall not be permitted on or around the Recreation Amenities. The consumption of alcohol on or around the Recreation Amenities is prohibited.

**1.10. Application for Pool Party Permit.** Users who wish to bring more than the allowable number of guests to the Swimming Pool at a given time, as defined in Section 1.6 above, may apply for a Pool Party Permit. A completed Pool Party Permit Application Form (**Exhibit B-3**), Applicant Waiver of Liability and Release Form (**Exhibit B-4**), Deposit Check, and Lifeguard Fee must be submitted to the District no later than seven (7) days prior to the requested event date in order to constitute a complete Application for a Pool Party Permit. All Users and their guests must obey all Pool Rules and all instructions from District staff, managers, and lifeguards at all times. Permits will be issued on a first-come, first-served basis, subject to the District Manager's discretion, staffing availability, and anticipated facility capacity.

**EXHIBIT B-1**  
**Pool Rules and Regulations**

## **Tallyn's Reach Authority Pool Rules and Regulations**

**These Rules and Regulations are designed to promote the safety and enjoyment of residents and their guests. We ask for your cooperation in abiding by these rules. Decisions of the lifeguards on duty will be final.**

1. Homeowners must have their key card to enter the pool area.
2. No running.
3. **NO GLASS CONTAINERS.**
4. No diving in shallow areas.
5. No hanging on lane lines or depth dividers.
6. No conduct detrimental to safety. No pushing/dunking/rough-housing. No spitting or throwing of water.
7. Persons not toilet trained must wear a swim diaper while in the pools. No plastic disposable or cloth diapers are permitted.
8. Reasonably sized floating toys, rafts, rings, tubes, and boards are allowed at the lifeguard's discretion.
9. Children of non-swimming ability must be in direct contact with an adult in the water at all times.
10. Hard balls, such as tennis balls and footballs, are not permitted.
11. Children under 12 must be accompanied by an adult, 18 or older, to enter the pool area.
12. Animals (except service animals) are not allowed in the pool area. Pets may not be left outside the pool area unattended, or tied to the fence, at any time.
13. Proper swim attire required – swim suits only. No cutoffs or shorts.
14. Foul, abusive, or excessively loud language will not be permitted.
15. Bicycles, skateboards, scooters, rollerblades, etc., are not permitted. Strollers may be brought into the pool area and must be wheel-locked when unattended.
16. The pool may be closed from time to time for weather related activity. All individuals must leave the pool area during electrical storms. The pool may also be closed if the air temperature is less than 64 degrees.
17. Persons having infectious diseases, open sores, or cuts are not permitted in the pool.
18. Food is not permitted in or near the swimming pools – only at the supplied tables. Trash must be disposed of in waste receptacles. No gum is permitted.
19. Smoking and/or tobacco products are not permitted in the pool area or within 25 feet of the pool fence.
20. No alcoholic beverages are allowed.
21. All users of the pool shall be responsible for damage to property of the Authority caused by their family and/or guests.
22. Radios and other electronic devices must be played so as not to offend others. Lifeguards may determine acceptable volume levels.
23. A swim test will be conducted on all children that will not be within arm's length of a parent or guardian.
24. Children who pass the swim test will be marked appropriately.
25. The Authority and lifeguards are not responsible for lost or stolen articles or damage to any personal items.
26. Obey the lifeguards at all times. Lifeguards reserve the right to remove anyone who does not comply with the pool rules and regulations or their direction.

### **GUEST POLICY**

1. Residents are permitted up to six (6) total Users (including guests) per day at the facility.
2. Special arrangements for additional guests must be made through the Authority Manager.
3. Parties must be arranged through the YMCA. Please call (720) 870-2221.

### **Pool Hours – 10:00am-8:00pm Daily**

Pool will be open Memorial Day to Labor Day  
Pool hours are subject to change without notice

**EXHIBIT B-2**  
**Minor Release Form**



**TALLYN'S REACH AUTHORITY MINOR RELEASE FORM**

I, \_\_\_\_\_ (Name of Parent or Legal Guardian) hereby affirm that I am the parent or legal guardian of the following minors between the ages of 14 and 18: **(Please note each child will need to pass a swim test before he/she will be allowed to swim unaccompanied):**

Name (Please Print)	Age
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

and as the parent or legal guardian of the above-listed minor(s), I hereby authorize their use of the following Recreation Amenities of the Tallyn's Reach Authority without my presence and without the presence of another parent or legal guardian **(check all facilities that are authorized for use by the minor(s)):**

\_\_\_\_\_ Pool(s)

I further authorize/do not authorize minor(s) between the ages of 16 and 17 to supervise, chaperone, and monitor other minors in the pool area, without my presence and without the presence of another parent or legal guardian (check yes or no):

Yes     No    Name(s) of minor(s) authorized to supervise: \_\_\_\_\_

In making such authorizations, I acknowledge and agree any activities engaged in at the indicated facilities by said minor will be wholly unsupervised by a lifeguard or other attendant and shall be at the minor's sole and unilateral risk. Tallyn's Reach Authority shall not be liable for any injuries or damages caused or incurred by said minor, or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin and the negligence of the Authority's agents, servants, assigns, or employees, or otherwise.

It is agreed and understood that a minor's unsupervised use of the above-indicated use of the Recreation Amenities may be revoked at any time by the Authority Manager in the event that said minor disregards or otherwise violates any Authority rules, regulations, or policies, or otherwise engages in conduct inappropriate for use of the Recreation Amenities.

By: \_\_\_\_\_ (Signature of Parent or Legal Guardian)

Print Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B-2**  
**Pool Party Permit Application Form**

**Pool Party Permit Application  
Tallyn's Reach**

Home Owner (Required)

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

\$100 refundable deposit in the form of a check is required to reserve date and secure life guards. Deposit will be mailed back to address listed on this form 7 days after reservation date if payment has been received. If payment has not been received 7 days PRIOR to reservation, the reservation will be cancelled. Payment and deposit need to be in two separate checks.

\$18 per life guard per hour (1 guard for every 20 guests, max of 30)

Date of Reservation: \_\_\_\_\_ Type of Function: \_\_\_\_\_

Number of guests: \_\_\_\_\_ Time requested: \_\_\_\_\_

Total amount due: \_\_\_\_\_

I understand that rental fees are due 7 days prior to event and understand the rules and policies of rentals. Failure to do so will result in loss of deposit.

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Date

Checks Payable to the Aurora YMCA

Please mail deposits and payments to:

Aurora Family YMCA  
Attn: Rental coordinator  
27151 E Lakeview Dr  
Aurora, CO 80016

Questions? Email [southshore@denverymca.org](mailto:southshore@denverymca.org) or call 720.870.2221

**EXHIBIT B-4**  
**Applicant Waiver of Liability and Release Form**

## Applicant Waiver of Liability and Release Form

IN CONSIDERATION of being permitted to enter onto a recreational amenity located on property owned or maintained by the Tallyn's Reach Authority (the "Authority") including, but not limited to the swimming pool facility (each a "Facility" and together the "Facilities") for purpose as further defined by the Pool Party Permit Application (the "Permit") to which this Waiver of Liability and Release Form is attached, you hereby agree as follows:

1. You are authorized to make this application on behalf of the party, group, or organization you represent (the "Group").
2. It is possible that you, members of the Group, your guest(s), invitee(s), licensee(s), and/or attendee(s) (your "attendees") may be injured while participating in recreational activities at the Facilities, as described in the Permit (the "Activities"), either because of your or your attendees' conduct, conduct of others, the Authority's conduct, or the condition of the Facilities. You expressly acknowledge and agree that the Activities at the Facility are dangerous and involve risk of serious injury, death and/or property damage. Such loss and injury may include bodily injury, permanent disability or death, damage to personal property (including vehicles) and severe social and economic losses. By signing below, you certify that you understand that these are some, but not all of the risks. There may be other risks and dangers, a complete listing of which is not possible and cannot be anticipated, and you shall assume all such risks and dangers, whether or not described here, known or unknown.
3. Upon entering the Facility, as described in the Permit, you will continuously thereafter inspect the Facility, and your continued use of the Facility shall constitute an acknowledgment that you have inspected the Facility and find and accept it as being safe and reasonably suited for the purposes of use. You further agree and warrant that, if at any time the Facility is deemed unsafe, you will notify Authority officials and terminate use of the Facility.
4. You, on behalf of yourself and the Group, HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE AUTHORITY, its officers, officials, employees, agents, consultants and representatives for any and all claims, demands or causes of action whatsoever arising out of any claim, liability, damage, loss or injury (including death) incurred on or to you or your attendees as a direct or indirect result of your or the Group's use of the Facility for any purpose.
5. You, on behalf of yourself and the Group, AGREE TO RELEASE, FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND the Authority and its officers, directors, agents, employees, contractors, and subcontractors from all liability, damage or cost, including reasonable attorneys' fees, which may have accrued due to the use, activities or presence of the Group, including liability for any of your attendees and any claim asserted by you, your family, your attendees, the Group or its employees, or third-parties in conjunction with or arising in any way out of the use, operation or maintenance of the Facility.
6. You, on behalf of yourself and the Group, ASSUME FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE caused by the Group. You accept full responsibility for all attendees, agree to supervise your attendees and be financially responsible for any damage caused by you or your attendees, without limitation. You further acknowledge that you are legally responsible for your actions, the Group's actions and your attendees' actions, including, but not limited to, damage to private or public property and/or personal injury.
7. IN THE EVENT THAT YOU SERVE OR SUPPLY INTOXICATING BEVERAGES BY WHATEVER MEANS AT THE FACILITY, YOU SPECIFICALLY ACKNOWLEDGE THAT THE TERMS OF THIS WAIVER OF LIABILITY AND RELEASE FORM WILL APPLY THERETO IN EVERY RESPECT. YOU HAVE ACKNOWLEDGED AND AGREED THAT YOU WILL BEAR COMPLETE RESPONSIBILITY, IN ACCORDANCE WITH THE TERMS OF THIS WAIVER OF LIABILITY AND RELEASE FORM, FOR SUCH INJURIES OR DAMAGES TO PERSON OR PROPERTY WHICH MAY RESULT AND WILL INDEMNIFY THE AUTHORITY FOR ANY AND ALL LIABILITY INCURRED AS A RESULT OF SERVING OR SUPPLYING INTOXICATING BEVERAGES ON AUTHORITY PROPERTY.
8. You expressly agree that the foregoing release, and indemnifying agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado, and further, that if any part thereof is held invalid, the remainder of this agreement shall continue in legal force and effect.

**You agree that you have sufficient information regarding use of the Facility to assess the potential degree of risk involved and the extent of possible injury, understand the Activities and potential risks, have carefully read and fully understand the effect of relinquishing the rights that you hereby waive, and voluntarily sign this Waiver of Liability and Release Form.**

Applicant Name	Signature of Applicant	Date
Applicant Address	City, State, Zip Code	Telephone number

## EXHIBIT C

### TENNIS COURTS

**1.1. Tennis Court Rules.** Tennis court rules are posted in the tennis areas and may be obtained directly from the Authority Manager.

**1.2. Use of the Tennis Courts.** Tennis courts are available to Users and their guests and are open on a first-come, first-served basis, until the Authority deems reservations are warranted. Use of the courts is limited to one hour when there are Users waiting.

**1.3. Equipment.** Proper and appropriate attire should be worn by all Users and their guests when utilizing the tennis court facilities. Users shall not adjust nets or any equipment, but shall notify the Authority Manager if any such adjustments are necessary.

**1.4. Skate Boards, Skates or Bikes.** The tennis courts shall only be used for playing tennis or other authorized uses as determined by the Authority's Board of Directors in its discretion. No skate boards, in line skates or other types of skates, bikes or other unauthorized uses shall be tolerated.

**1.5. Children.** Children under the age of 18 years old shall be permitted use of the tennis courts pursuant to Article 1.6 of The Policies and Procedures Governing the Tallyn's Reach Clubhouse and Recreation Amenities.

**1.6. General Use Rules.** In addition to any and all Rules and Regulations posted at the tennis courts, the following rules shall apply:

**1.6.1.** Tennis Courts are open dawn to dusk.

**1.6.2.** Shoes with non-marking soles must be worn on Tennis Courts.

**1.6.3.** Rollerblades, skateboards, bicycles and strollers are not permitted on or around the Tennis Courts.

**1.6.4.** Pets are not permitted on Tennis Courts.

**1.6.5.** A maximum of four players per Tennis Court is permitted.

**1.6.6.** All lessons must be approved by the Authority.

**1.6.7.** Unreserved Tennis Courts may be used on a first-come, first-served basis.

**1.6.8.** Smoking, the use of marijuana, and the use of illegal drugs within the court fence or within 25 ft. of the Tennis Courts are prohibited.

**1.6.9.** No food of any kind may be brought within the Tennis Court enclosures.

**1.6.10.** Loud, boisterous conduct or profanity will not be tolerated on the Tennis Courts.

**1.6.11.** Alcoholic beverages are NOT permitted.

## **EXHIBIT D CLUBHOUSE**

**1.1. Use of the Clubhouse.** Subject to the limitations outlined in Article 1.2, the Clubhouse shall be available to all Users upon payment of the appropriate rental fee and deposit, which shall be fixed by the Authority's Board of Directors in its discretion based upon the type of event for which rental of the Clubhouse is desired, the number of persons anticipated to be in attendance and other attendant factors. The Authority's Board of Directors may, in its discretion, decline rental of the Clubhouse for any event that the Authority's Board of Directors deems to jeopardize the safety, health or welfare of the public. A current form of agreement for Clubhouse reservations is attached here as **Exhibit D-1**.

**1.2. Limitations on the Ongoing Use of the Clubhouse.** Except as otherwise stated herein, Users shall be prohibited from renting the Clubhouse on an extended or continuing basis for ongoing purposes. Such rentals have the ongoing effect of precluding and preventing Clubhouse usage by other permitted Users. Whether a proposed use is extended or continuing shall be determined by the Authority Manager, but shall include an analysis of whether such use is proposed for greater than a 24 hour period in any given week or for multiple regularly scheduled usage on a weekly or monthly basis. In an attempt to further use of the Clubhouse on a non-discriminatory and neutral basis and not aid one religion/political party, or prefer one religion or political party over another or provide any public funding for the same, the Clubhouse shall not be permitted for any religious or political usage. Such limitations are consistent with the Rules and Regulations Governing Tallyn's Reach Authority as adopted through resolution of the Tallyn's Reach Authority on August 8, 2018 and comport with the intent of the same to make the Clubhouse available to the most Users possible for permitted activities.

**1.3. Exceptions to Ongoing Use Limitations.** Notwithstanding the limitations provided in Article 1.2, the Clubhouse may be utilized for the ongoing purposes of monthly, or more frequent, Tallyn's Reach Master Association meetings or sub-association meetings, or use otherwise deemed necessary by the Authority manager for conducting business of the Authority or Master Association.

**1.4. Capacity of Clubhouse.** City of Aurora fire codes mandate that legal capacity of the Clubhouse be limited to 72 persons. No rentals of the facility shall be allowed for greater than 72 persons in attendance.

**1.5. Authority Representatives.** The Authority's Board of Directors may, in its discretion, condition rental of the Clubhouse upon the requirement that one or more Authority representatives be in attendance for the event for which the facility is rented. In all such cases, the persons renting the Clubhouse shall be responsible for any costs associated with attendance by the Authority representatives.

**1.6. Rental Rates.** The rental rate and Security Deposit for the Clubhouse will be established by the Authority from time to time in its sole discretion. The security deposit will be fully refundable in accordance with the terms set forth in the form of agreement for Clubhouse reservations.

1.7. Categories of Clubhouse Users. Usage shall not be denied to an applicant based on race, religion, creed, gender, or philosophy. However, usage shall be classified by the following categories:

1.7.1. Category I. Governmental and non-governmental community sponsored activities. These entities and organizations shall not be charged a use fee. These uses include but are not limited to:

- Governmental entities (county, municipalities, special districts);
- Governmental elections (including primaries and caucuses);
- Non-partisan community sponsored informational meetings open to the public;
- Community sponsored youth and senior citizen activities;
- Community educational and cultural activities;
- Community health fairs, medical treatments and clinics; and
- Community master or sub-associations meetings.

1.7.2. Category II. Service Groups. A usage fee will be charged for use by community service or educational groups such as colleges, universities, Rotary Clubs, YMCA, YWCA, Boy Scouts, Girl Scouts, and other similar "non-profit" groups offering non-denominational non-sectarian educational, social, or recreational activities to the community or for the public as a whole.

1.7.3. Category III. Private Non-profits and Individuals. Private non-profit organizations with closed memberships or groups of individuals gathering for events such as weddings, birthday parties, receptions, etc. may utilize the facilities and shall be charged a usage fee.

1.7.4. Fees. Fees shall be charged in accordance with the schedule provided below and will be based on the user categories, as defined in Article 1.7 of this Policy. The Authority also reserves the right to require a deposit (the "**Application Deposit**") from the user prior to granting approval to use Authority facilities. The Application Deposit may be retained in whole or in part to pay for Authority costs for clean-up, repair or replacement of damaged property or equipment, or other Authority expenses directly resulting from applicant's use of Authority facilities.

1.7.5. Fee Amounts:

<u>Category I Fee.</u>	No cost to the users.
<u>Category II Fee.</u>	\$5.00 per hour, 2 hour minimum
<u>Category III Fee.</u>	\$30.00 per hour, 2 hour minimum
<u>Application Deposit.</u>	\$300.00
<u>Cleaning Fee.</u>	\$50.00
<u>Security Fee:</u>	\$25.00/hour (if applicable pursuant to Article 1.10)



**1.8** Application for Permit. A completed Application for Facility Use (**Exhibit D-1**), Clubhouse Rental Agreement (**Exhibit D-2**), completed Applicant Waiver of Liability and Release Form, Deposit Check, Usage Fee Check, and a check for the full Security Fee (if applicable) must be submitted to the District to constitute a complete Application for a permit to use the Clubhouse. The blank Applicant Waiver of Liability and Release Form is attached hereto as **Exhibit D-3**. The complete application, including the Deposit Check, Usage Fee Check, and a check for the full Security Fee (if applicable) must be received by the District at least thirty (30) days prior to the reservation date.

**1.9** Additional Conditions of Use. The following policies and procedures will apply to the application for a permit to use the Clubhouse:

**1.9.1.** The resident making the reservation (the “**Renting Resident**”) must be present at the event at all times. The Renting Resident’s account must be current and in good standing with the Authority.

**1.9.2.** All reservations will be subject to time limitations and use limitations. All attendees must vacate the area at the time designated on the permit. Failure to comply with the time restraints may be considered a forfeiture of the security deposit.

**1.9.3.** Permits for organized use will only be issued to the Renting Resident. The Renting Resident must be 18 years of age or older. Permits may only be used by the party to whom they are issued. Permits are non-transferable.

**1.9.4.** Permits must be available to present for inspection during all use times.

**1.9.5.** The Authority reserves the right to cancel an event if it is deemed that the conditions are poor or the activity will cause damage. In the event that an activity is cancelled prior to commencing, the security deposit and Clubhouse use fee will be reimbursed.

**1.9.6.** All refuse must be collected and placed in trash receptacles before the event ends.

**1.9.7.** Reservations and permit may limit use to a particular area of the Clubhouse.

**1.9.8.** The activity may not unreasonably interfere with or detract from the general public’s enjoyment of surrounding areas.

**1.9.9.** The proposed activity may not incite violence, crime, or disorderly conduct.

**1.9.10.** Reservations must be cancelled 7 days prior to the date of the event to receive a full refund of the use fee and deposit.

**1.10.** Alcoholic Beverages. Alcoholic beverages may be served as long as the Renting Resident abides by the following conditions: **(IF ALCOHOL IS TO BE PRESENT, THE RENTING**

**RESIDENT IS REQUIRED TO HAVE OFF-DUTY POLICE OFFICER(S) OR SECURITY.)**

**1.10.1.** No fee will be charged, either directly or indirectly (i.e. no cash bar) for the consumption of alcoholic beverages.

**1.10.2.** No alcoholic beverages, including 3.2 beer, will be served, at any time, to any person who is under 21 years old or to any intoxicated person.

**1.10.3.** It is acknowledged that the Authority does not hold or maintain a liquor license, and permission to serve alcoholic beverages does not constitute a liquor license. The Renting Resident shall be solely responsible for compliance with the liquor laws of the State of Colorado. No alcoholic beverages will be served or consumed outside of the Clubhouse.

**1.10.4.** If any persons under the age of 21 attending the event, whether invited or uninvited, bring alcoholic beverages onto the Clubhouse premises, the Renting Resident shall take action to have such beverages removed from the premises. If necessary, the Renting Resident will call the police to seek assistance with the enforcement of this policy. At any event in which the majority of the attendees are under 21 years old, the Renting Resident will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old.

**1.10.5.** If any adult (persons 21 years old or older) attending the event, whether invited or uninvited, is abusing or misusing alcohol on the Clubhouse premises, the Renting Resident will take action to have such activities stopped, and if necessary, notify the police to seek assistance.

**1.10.6.** The Renting Resident agrees to arrange alternate transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. The Renting Resident agrees that they are solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at their event.

**1.10.7.** The Renting Resident shall indemnify and hold harmless the Authority for any claims, actions, or suits brought by third-parties against the Authority for any damages caused as a result of Renting Resident's failure to comply with the provisions of this Agreement.

**1.10.8.** **Security personnel are required for all rentals during which alcohol will be present. No exceptions will be granted.** If security personnel are required, the Renting Resident will be responsible for all costs related thereto. Security personnel must be approved by Authority staff. *In the event this provision is violated by the Renting Resident, the Renting Resident shall automatically be assessed a minimum of \$250 penalty and shall be suspended from all Clubhouse rental privileges for twelve (12) months.*

**EXHIBIT D-1**  
**Application for Facility Use**

Application for Facility Use

Applicant Name: \_\_\_\_\_ Pool Card # \_\_\_\_\_

Applicant Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Daytime Phone#: ( ) \_\_\_\_\_ Alt/Cell: ( ) \_\_\_\_\_

Email: \_\_\_\_\_ Contact Person On-Site: \_\_\_\_\_

Date Requested: \_\_\_\_\_ Purpose of Rental: \_\_\_\_\_

Will Alcohol Be Present: Yes  No  Est. Attendance : \_\_\_\_\_  
(If alcohol will be present, security is required.)

\_\_\_\_\_ Clubhouse Deposit: \$300

Fee (please refer to Section 1.7.1 of the Tallyn’s Reach Authority Policies and Procedures for additional details):

- Category I Fee (Community-Sponsored): No fee
- Category II Fee (Service Groups): \$5.00 per hour, 2 hour minimum
- Category III Fee (Private Non-Profits and Individuals): \$30.00 per hour, 2 hour minimum

Time: From \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm (Hours 6am- Midnight)

Max. Persons: 72 **Payment is due 21 days before event on the business day**

Total \$ \_\_\_\_\_

\_\_\_\_\_ Hrs. Security Fee Additional fee if alcohol is being served  
\$20/hour (this covers the security guard we have to hire)

Total \$ \_\_\_\_\_ Hours needed for security \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ Pool Please fill out a pool rental agreement – 2 weeks’ notice required (additional deposit and fee)

Additional tables and chairs available during your rental include - Tables: One 8ft. banquet, two 6ft. banquet, one 5ft. banquet, and one 4ft. banquet. Chairs: 34 folding chairs (table cloths and chair covers not available)

Required to be submitted with application:

- \_\_\_\_\_ Completed Application
- \_\_\_\_\_ Completed Clubhouse Reservation and Permit Agreement
- \_\_\_\_\_ Rental Fee and security fee (if needed) - **Check made payable to YMCA of Metropolitan Denver (we also accept Mastercard, Visa and Discover)**

**Payment is due 14 days before event on the business day**

\_\_\_\_\_ Deposit-Separate check made payable to YMCA of Metropolitan Denver (we also accept Mastercard, Visa and Discover )

Mail or fax completed paperwork to: YMCA, 27151 E Lakeview Drive, Aurora, CO 80016, or email tallynsreach@denverymca.org.  
PHONE: 720-870-2221 FAX: 720-870-7217

Tallyns Reach Clubhouse physical address: 24900 E Park Crescent Drive, Aurora, CO 80016; for facility access for emergency only, call 720 810 7310.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT D-2**  
**Clubhouse Rental Agreement**

**CLUBHOUSE RENTAL AGREEMENT  
TALLYN'S REACH AUTHORITY**

This Clubhouse Rental Agreement (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between TALLYN'S REACH AUTHORITY, a political subdivision of the State of Colorado (the "Authority") and \_\_\_\_\_ (the "User"), an individual residing in the County of Arapahoe, State of Colorado, at:

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

**RECITALS**

WHEREAS, the Authority is the owner and/or operator of a clubhouse (the "Clubhouse") serving the residents of the Authority, in Arapahoe County, Colorado, which is subject to the Policies and Procedures Governing the Tallyn's Reach Clubhouse and Recreation Amenities, adopted August 8, 2018 (the "Policies and Procedures"); and

WHEREAS, the User desires to reserve the Clubhouse and use the same for a private event (the "Event") for \_\_\_\_\_ people, to be held by the User from \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m. on the \_\_\_\_ day(s) of \_\_\_\_\_, 20\_\_ (the "Rental Period"); this time frame will include set-up and take-down of Event; and

WHEREAS, the User is in good standing with the Authority and is not currently overdue on any taxes, rates, fees, tolls, or other charges owing and due to the Authority; and

WHEREAS, the Authority desires to allow the User to reserve the Clubhouse for the Rental Period, for purposes of staging the Event, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises expressed herein, the receipt and sufficiency of which are hereby acknowledged, the Authority and the User hereby agree as follows:

**COVENANTS AND AGREEMENTS**

1. Availability. Authority-sponsored programs and activities have priority of use of Authority facilities; therefore consecutive nightly, weekly or monthly usage may not be available. The User represents that the event is a private function, by invitation only, and is not open to members of the general public. It is also acknowledged that the User's right to use the Clubhouse for this event is subject to: (a.) The Authority's Rules and Regulations, (b.) being in

good standing with the Authority at the time this Agreement is signed, and at the time of the event, and (c.) prior reservations. The User must be at least 18 years of age to reserve a facility or 21 years of age if alcohol will be present.

2. Eligibility. Only persons who are permitted to use the Recreation Amenities under the Policies and Procedures, are current on any fees or assessments owing under the Policies and Procedures, and in compliance with all requirements set forth in the Policies and Procedures (“**Permittees**”) are eligible to execute this Agreement. Execution of this Agreement by a person other than a Permittee shall be of no force or effect.

3. Reservations. Reservations will not be considered final until approval is granted and the complete Application for Facility Use, completed Agreement, completed Applicant Waiver of Liability and Release Form, and appropriate fee(s) and deposit(s) have been received. Rentals are approved on a first come first served basis. It is not guaranteed that a requested date will be available.

4. Security. Security personnel is required for all rentals if alcohol will be present. If security personnel is required, the Authority will obtain a contract for the services with a security provider, and User will be responsible for all costs related thereto.

5. Use of Clubhouse. The User shall have exclusive use of the Clubhouse during the Rental Period, for the sole purpose of staging the Event as described in the Application for Facility Use. Such use shall be subject to the terms and conditions set forth herein. Only the kitchen, main room, restrooms, and covered patio area are reserved under this Agreement. The grills and play-are are not reserved under this agreement, and may be used by Authority Residents on a first come first served basis.

6. Fee. At the time of execution of this agreement, the User shall pay, by check or money order, a rental fee to the Authority for use of the Clubhouse (the “**Rental Fee**”). A schedule to determine the Rental Fee is set forth in Article 1.7.5 of Exhibit D of The Policies and Procedures Governing the Tallyn's Reach Clubhouse and Recreation Amenities. **The User's swimming facilities access card will be activated during the Clubhouse Rental Period in order to access the Clubhouse.**

7. Set Up/Cleaning. All set up, take down, and clean-up is the responsibility of the User. Upon conclusion of the event, the Clubhouse will be left in its pre-event condition, all decorations will be removed, and trash will be bagged, removed from the facility, and placed in the trash receptacle in the parking lot. All equipment and furniture will be returned to their proper storage locations or removed, as applicable. Standard cleaning, including vacuuming, surface cleaning, mopping hard floors, and cleaning the kitchen, refrigerator and restrooms will be performed, as needed, by the User. The User will also be responsible for cleanup of the exterior grounds if needed.

8. Condition of Facilities. Prior to the start of the Event, User shall perform an inspection of the Clubhouse and report any issues with the condition of the Clubhouse on the Inspection Report Form, which shall constitute the “**Pre-Event Report**” and shall be attached

hereto as **Exhibit 1** and incorporated herein. The User is responsible to report any existing damage of the facility to Authority staff before the event begins. Failure to report any and all damage or issues with the condition of the Clubhouse in the Inspection Report, if any, shall be deemed full agreement and acceptance by the User of the condition of the Clubhouse as of the Event and responsibility for all existing damage. The User agrees to complete the checklist given at the time of reservation. As soon as reasonable after the event, an Authority representative will perform an inspection of the Clubhouse. The Authority shall be entitled to take such actions as required to restore the Clubhouse to its condition immediately preceding the event, and the User shall be responsible for all costs and expenses incurred by the Authority related to such actions.

9. Damage/Security Deposit. At the time of execution of this agreement, the User shall deliver to the Authority a check in the amount of Three Hundred dollars (\$300.00), payable to the “**YMCA of Metropolitan Denver**” (the “**Deposit**”) to be held as security for the clean and orderly return of the Clubhouse following the Event. Prior to the end of the Rental Period, User shall clean and perform an inspection of the Clubhouse, and complete the Cleaning/Inspection Checklist. The User shall return the completed Checklist to the Authority Manager within five (5) days of the end of the Event. Failure to return the Checklist within five (5) days of the Event will result in the charge of an inspection fee in the amount of fifty dollars (\$50.00) to the User’s account. The completed Checklist shall constitute the “**Post-Event Report**” and shall be attached hereto as **Exhibit 2** and incorporated herein. The User agrees that if, in the sole judgment of Authority staff, the Authority must incur costs to restore the Clubhouse or any of the Authority’s facilities to its/their pre-event condition, the Authority shall be entitled to apply the full Deposit or any portion thereof against such costs. If the Deposit is insufficient to pay for the damages and/or clean up, the User agrees to pay for any and all additional costs. The User further agrees that the Authority may invoice the User for any charges in excess of the Deposit. The User agrees to pay any such invoice charges within thirty (30) days, and if any such invoice charges are not paid within thirty (30) days, interest shall accrue at a rate of eighteen percent (18%) per annum from the thirtieth day following the date of the invoice until paid. Such unpaid amounts shall become part of the fees and charges due and owing by the User to the Authority and shall constitute a perpetual statutory lien against the real property owned by the User (or the Owner as set forth on the signature page) pursuant to § 32-1- 1001(1)(j), C.R.S. The selection of the contractor for any cleaning, repairing or replacement shall be within the sole discretion of the Authority. The Authority shall refund the Deposit, or any remaining amount thereof, within thirty (30) days from the first business day immediately following the event, to the User. If part of the Deposit is used, then as soon as is reasonably convenient after the Rental Period, the Authority shall issue a check and receipt to the User for such portion of the Deposit, if any, as remains after the Authority has taken any necessary actions in accordance with Sections 5-7 hereof.

10. Alcoholic Beverages. Alcoholic beverages may be served as long as the User abides by the following conditions: (IF ALCOHOL IS TO BE PRESENT, THE USER IS REQUIRED TO HAVE SECURITY ON SITE.)

a. No fee will be charged, either directly or indirectly (i.e. no cash bar) for the consumption of alcoholic beverages.



b. No alcoholic beverages, including 3.2 beer, will be served, at any time, to any person who is under twenty-one (21) years old or to any intoxicated person.

c. It is acknowledged that the Authority does not hold or maintain a liquor license, and permission to serve alcoholic beverages does not constitute a liquor license. The User shall be solely responsible for compliance with the liquor laws of the State of Colorado. **No alcoholic beverages will be served or consumed outside of the Clubhouse.**

d. If any persons under the age of twenty-one (21) years old attending the event, whether invited or uninvited, bring alcoholic beverages onto the Clubhouse premises, the User shall take action to have such beverages removed from the premises. If necessary, the User will call the police to seek assistance with the enforcement of this policy. At any event in which the majority of the attendees are under twenty-one (21) years old, the User will assure that there is at least one adult chaperone present at all times for every ten (10) persons under twenty-one (21) years old.

e. If any adult (persons twenty-one (21) years old or older) attending the event, whether invited or uninvited, is abusing or misusing alcohol on the Clubhouse premises, the User will take action to have such activities stopped, and if necessary, notify the police to seek assistance.

f. The User agrees to arrange alternate transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. The User agrees that they are solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at their event.

g. The User shall indemnify and hold harmless the Authority for any claims, actions, or suits brought by third-parties against the Authority for any damages caused as a result of User failure to comply with the provisions of this Agreement.

h. Security personnel are required for all rentals during which alcohol will be present. No exceptions will be granted. If security personnel are required, the undersigned will be responsible for all costs related thereto. Security personnel must be reserved by Authority staff. **In the event this provision is violated by the User, the User shall automatically be assessed a minimum of \$250 penalty and shall be suspended from all Clubhouse rental privileges for twelve (12) months.**

11. Smoking. The User acknowledges that the Clubhouse and Pool areas are NON-SMOKING facilities. No smoking is allowed anywhere within the Clubhouse and the fenced areas of the Pool, or within twenty-five (25) feet of the Clubhouse, Pool or play area at any time. **The User agrees that violation of the non-smoking provision will be sufficient reason for assessment of an additional \$100.00 fine.**

12. Rules and Use Restrictions. The User agrees to use the Clubhouse in accordance with the following rules. The express statement of any rule below shall in no way diminish the rights of the Authority or the duties of the User as set forth in the remainder of this Agreement.

a. The User is responsible for confirming that all Clubhouse doors are secure and locked prior to leaving the Event, and for arranging for such cleanup and repairs as are necessary to restore the Clubhouse to its condition immediately preceding the Event. The Clubhouse area shall be locked and secured no later than the end of the Rental Period

b. No tape, staples, nails or screws are allowed to be fastened to any Authority facility at any time.

c. No helium balloons are permitted.

d. Children's parties must have parent/adult supervision. For the purposes of this Agreement, the term "children" applies to all persons under eighteen (18) years of age

e. Excessive noise or misconduct shall be grounds for immediate revocation of the right to use the facilities. All music must be kept at levels that do not disturb the reasonable peace and quiet of any citizen. All noise shall be confined within the building and doors will remain closed when music is playing.

f. No weapons or fireworks of any type are allowed in the Clubhouse or the immediately surrounding area.

g. Upon sufficient cause and in the interest of the safety of the public, the Authority, its authorized representatives (including private security) and the Aurora Police department shall have authority to close the Clubhouse to public and private activities.

h. City of Aurora fire codes mandate the legal capacity of the Clubhouse. Doors may not be blocked; a clear five-foot width pathway to insure safe exit must be maintained. Throwing of rice, birdseed or confetti is not permitted. Special permission may be granted on a case-by-case basis.

i. The User agrees to comply with all state and local laws, ordinances, and regulations, including, but not limited to, those governing the serving and/or consumption of alcohol, parking, open container, noise, disorderly conduct, or loitering. The Deposit may be forfeited as the result of violating these provisions.

Parking. The User acknowledges that parking is available only on a first come, first served basis. Function guests may not park in area designated as no parking areas. Cars parked in inappropriate areas must be moved upon request or will be towed at the owner's expense.

13. Vendors and Suppliers. All Users will furnish their own equipment and material unless specifically designated on the application. Subject to prior agreement being made with Authority staff, the User agrees that entertainment companies, caterers, florists, photographers and all other third parties providing services for the event, will coordinate their arrival and departure times to coincide with the base use period. **If the facility is not left vacant after the completion of the rental, it is understood that the actual costs of teardown will be assessed,**

**and the User will be responsible for all cleaning, storage, and rental fees during the time premises are not vacant**

14. Loss. The Authority is not responsible for lost or stolen articles.

15. Exceptions. Any exceptions to the provisions set forth in this Agreement will be considered by the Authority on an "as requested" basis and such requests shall be submitted in writing.

16. Breach of Agreement/Fines. The User agrees that violation of any of the above provisions or the Authority's Rules and Regulations may result in fines of up to \$250.00 per violation, forfeiture of the Deposit, and additional fees/fines, being billed to the User, at the discretion of the Board or Authority staff. Further, any such violation may preclude the User from using Authority facilities in the future, in the discretion of the Board or Authority staff. The Authority shall have all rights available under law and the Authority's governing documents for enforcement of the provisions of this paragraph.

17. Penalty for Exceeding Rental Period. The User shall have use of the Clubhouse for the time period not to exceed the Rental Period (on first page) for the sole purpose of staging the Event, and such use shall be exclusive of all other User or guests thereof, during said period.

**FAILURE OF THE USER TO COMPLY WITH THE TERMS OF THIS ARTICLE 8 SHALL RESULT IN A PENALTY OF THREE HUNDRED DOLLARS (\$300.00) (the "Penalty").**

Notwithstanding any term or provision set forth herein, in no circumstance shall the Event extend beyond the earlier of the end of the Rental Period, or the hour of 12:00 a.m. on the day immediately following the start of the Rental Period. The User shall ensure that the Event is over and all Event attendees have left the Clubhouse area prior to the earlier of the end of the Rental Period, or the hour of 12:00 a.m. on the day immediately following the start of the Rental Period. The Authority may collect the Penalty by any legally available means, including but not limited to deducting the amount of the Penalty from the Deposit. The Penalty shall become due on the day of the Event and the User agrees to pay the Penalty within thirty (30) days of the day of the Event. If the Penalty or any portion thereof is not paid within thirty (30) days of the day of the Event, interest shall accrue at a rate of eighteen percent (18%) per annum from the thirtieth day following the date of the Event and all such amounts shall be added thereto. Such unpaid amounts shall become part of the charges due by the User to the Authority and shall constitute a lien against the real property of the User existing within the boundaries of the Authority.

18. Disorderly or Offensive Conduct. During the course of the Event, the Authority and its authorized representatives may request the User or guest(s) of the User to cease conduct that:

a. Violates any of the terms or conditions contained herein; or

b. Interferes with, or is abusive, toward any employee in the normal operation of the Clubhouse; or

c. Interferes with the use or enjoyment of the facilities by the User, guest of the User, or Permittee, or is abusive to any such person; or

d. Is abusive or damaging toward the Clubhouse or any other Authority facility.

In the event that the offending party fails to cease such conduct after being requested and warned to do so, the Authority, acting by or through its Manager or other authorized agent, is authorized to use all reasonable means deemed necessary to stop such conduct. This includes, but is not limited to, having the offender removed from the Clubhouse and barred from further privileges to use the Clubhouse during the course of the Event, without the necessity of any action of the Authority's Boards of Directors. All such removals shall be reported to the Authority Manager. In the event that the offending party is the User, the Authority, acting by or through its Manager or other authorized agent, shall be authorized to take all reasonable actions necessary, including but not limited to removal of the User and all the guests from the Clubhouse, and termination of the Event, without regard to how much time remains in the Rental Period. In such a circumstance, the User shall forfeit the entirety of the Deposit.

19. Termination.

a. Termination by the Authority. More than twenty-one (21) days prior to the day of the Event, the Authority may terminate this Agreement for any reason by written notice to the User. The Authority may terminate this Agreement within twenty-one (21) days prior to the day of the Event by written notice to the User if the Authority, in its sole reasonable discretion, determines that use of the Clubhouse for the Event will adversely affect the public health, safety or welfare. Upon termination of this agreement in accordance with the terms of this Section 6.a., the Authority shall refund the full Deposit and the full Rental Fee to the User.

b. Termination by the User. More than fourteen (14) days prior to the Rental Period, the User may terminate this Agreement for any reason by written notice to the Authority and upon such termination shall be entitled to a full refund of the Deposit and the Rental Fee. Within fourteen (14) days of the day of the Event, the User may terminate this Agreement by written notice to the Authority. Upon termination by the User within fourteen (14) days of the day of the Event, the User shall be entitled to no refund of the Rental Fee, but shall be entitled to a full refund of the Deposit. Upon forfeiture of the Rental Fee, the User shall thereafter be obligated for no additional expenses related to the Clubhouse under this Agreement.

c. If any payment tendered by User under this Agreement is returned and or otherwise refused by any financial institution, all associated charges incurred by the Authority shall be billed to Users account, and such amounts shall become part of the charges due by the User to the Authority and shall constitute a lien against real property of the User existing within the boundaries of the Authority.

20. Indemnification.

a. The Authority shall not be liable for any claims or demands of any kind arising out of the User's use or occupancy of the Clubhouse, or for any claims or demands of any kind resulting from loss of life, personal injury and/or damages to property incurred or sustained by the User or any of the User's guests, invitees, licensees, employees, agents or contractors and arising directly or indirectly, proximately or remotely from or out of the User's use of the Clubhouse for the purpose of conducting the Event during the Rental Period.

b. The User has agreed and by these presents does agree to indemnify and forever hold the Authority, its officers, employees, successors and assigns harmless from any and all claims, liability, actions, charges or expenses (including attorney's fees) in connection with the loss of life, personal injury, and/or damage to property arising or alleged to arise directly or indirectly from or out of the occurrence of any event upon or within the Clubhouse or while the User, or User's guests, invitees, employees, agents and/or contractors are in route to or from the Clubhouse, before, during and after the Event, and the User, on behalf of himself and all heirs and assigns, has released and does hereby release the Authority, its employees, officers, successors and assigns from and against any and all such claims, actions and damages arising directly or indirectly out of the use of the Clubhouse by the User for the Event.

c. The User has agreed and by these presents does agree to indemnify and forever hold the Authority, its officers, employees, successors and assigns harmless from any and all claims, liability, actions, charges or expenses (including attorney's fees) in connection with the consumption or serving of alcoholic beverages at or near the Clubhouse during and after the Event.

d. The User has agreed and by these presents does agree to indemnify and forever hold the Authority, its officers, employees, successors and assigns harmless from any and all claims, liability, actions, charges or expenses (including attorney's fees) in connection with the Authority's exercise of its right of termination in accordance with Section 6.a hereof, including but not limited to, damages suffered or expenses incurred by the User in expectation of or reliance on the reservation of the Clubhouse in accordance with the terms set forth herein.

21. Severability. In case any provision contained in this Agreement is, for any reason, held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if the invalid, illegal or unenforceable provisions had never been contained herein.

22. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Authority, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Authority and, in particular, governmental immunity afforded or available to the Authority pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part I of the Colorado Revised Statutes.

23. Counterpart Execution. This Addendum may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF

document and upon receipt shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

24. Miscellaneous. This agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments.

a. The User and all of the Users guests shall refrain from behavior that impairs the use and enjoyment of the Clubhouse by any User.

b. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

c. As used herein, the singular shall include the plural and the plural shall include the singular, and the use of any gender shall include all genders.

User has read and fully understands and has voluntarily signed this Agreement. User understands that this is a legal document and has had the opportunity to consult legal counsel or by signing below waives the right to do so. User shall be considered the legally responsible party for compliance with all rules and regulations of the Authority. Failure to fully comply with the terms and conditions of this Agreement and all rules and regulations of the Authority may result in the forfeiture of the Deposit and the User ability to rent facilities in the future.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**TALLYN'S REACH AUTHORITY**, a political  
subdivision of the State of Colorado

By: \_\_\_\_\_

Its: \_\_\_\_\_

**USER**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

**EXHIBIT 1**

Pre-Event Report

NAME:	PHONE:
ADDRESS:	EVENT DATE:
EMAIL:	EVENT TIME:

**Please complete this checklist, sign, date, and return to the Management Company five (5) days prior to the date of your reservation.**

**Cleaning/Inspection Checklist**

Please initial that the items below were inspected and confirmed:

\_\_\_\_\_ All furniture accounted for and in its original location

\_\_\_\_\_ All tables and chairs are clean

\_\_\_\_\_ Bathrooms clean (floors, sinks, toilets)

\_\_\_\_\_ Kitchen sink and countertops clean

\_\_\_\_\_ Refrigerator empty and clean

\_\_\_\_\_ Floors swept and mopped

\_\_\_\_\_ Floors free of scratches

\_\_\_\_\_ Clean and empty trash bags in receptacles

\_\_\_\_\_ All trash off premises

\_\_\_\_\_ Temperature set at 72 degrees

**By signing this, you confirm that you personally inspected and secured the building after your inspection.**

**Thank you, Management**

---

**Name of renter**

**Date of rental**

**Time of rental**



## EXHIBIT 2

### Post-Event Report

NAME:	PHONE:
ADDRESS:	EVENT DATE:
EMAIL:	EVENT TIME:

**Please complete this check list, sign & date and return to the management office within 5 days from the date of your reservation.** If we do not receive this form within the 5 days the User's account will be billed a \$50.00 inspection fee.

#### Cleaning / Inspection Checklist

- Replace all furniture to its original location.
- Replace all tables and chairs (do not drag – they will scratch the floor and you will be billed to have scratches removed)
- Clean bathrooms (floors, sinks, toilets)
- Clean kitchen sink and & countertops with cleaner (supplied)
- Take all your items out of refrigerator
- Clean refrigerator inside with cleaner (windex)
- Clean all food/drink spills from furniture (use water)
- Sweep all floors (broom supplied)
- Clean all hard wood floor (dry mop only – no water)
- Take all garbage to the dumpster
- Replace trash bags in all receptacles (supplied)
- Vacuum rug & spot clean as needed (vacuum supplied)
- Make sure all doors are locked and secure. (Please note that the French glass doors have inside locks and you must check to confirm they have latched and locked. Please pull on the doors after closing them to confirm they have latched and locked.

**By signing this you confirm that you personally inspected and secured the building following your reservation. We appreciate you taking the time to make sure that all homeowners can enjoy the clubhouse in a clean condition. Thank you, Management**

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Name of renter	Date of rental	Time of rental
----------------	----------------	----------------

**Return within 5 days to avoid \$50 inspection fee:**

[TallynsReach@denverymca.org](mailto:TallynsReach@denverymca.org)  
Kimberly Armitage, Executive Director, Aurora Branch  
YMCA of Metropolitan Denver  
27151 E. Lakeview Dr.  
Aurora, CO 80016

**EXHIBIT C-2**  
**Applicant Waiver of Liability and Release Form**

## Applicant Waiver of Liability and Release Form

IN CONSIDERATION of being permitted to enter onto a recreational amenity located on property owned or maintained by the Tallyn's Reach Authority (the "Authority") including, but not limited to the clubhouse (each a "Facility" and together the "Facilities") for purpose as further defined by the Pool Party Permit Application (the "Permit") to which this Waiver of Liability and Release Form is attached, you hereby agree as follows:

1. You are authorized to make this application on behalf of the party, group, or organization you represent (the "Group").
2. It is possible that you, members of the Group, your guest(s), invitee(s), licensee(s), and/or attendee(s) (your "attendees") may be injured while participating in recreational activities at the Facilities, as described in the Permit (the "Activities"), either because of your or your attendees' conduct, conduct of others, the Authority's conduct, or the condition of the Facilities. You expressly acknowledge and agree that the Activities at the Facility are dangerous and involve risk of serious injury, death and/or property damage. Such loss and injury may include bodily injury, permanent disability or death, damage to personal property (including vehicles) and severe social and economic losses. By signing below, you certify that you understand that these are some, but not all of the risks. There may be other risks and dangers, a complete listing of which is not possible and cannot be anticipated, and you shall assume all such risks and dangers, whether or not described here, known or unknown.
3. Upon entering the Facility, as described in the Permit, you will continuously thereafter inspect the Facility, and your continued use of the Facility shall constitute an acknowledgment that you have inspected the Facility and find and accept it as being safe and reasonably suited for the purposes of use. You further agree and warrant that, if at any time the Facility is deemed unsafe, you will notify Authority officials and terminate use of the Facility.
4. You, on behalf of yourself and the Group, HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE AUTHORITY, its officers, officials, employees, agents, consultants and representatives for any and all claims, demands or causes of action whatsoever arising out of any claim, liability, damage, loss or injury (including death) incurred on or to you or your attendees as a direct or indirect result of your or the Group's use of the Facility for any purpose.
5. You, on behalf of yourself and the Group, AGREE TO RELEASE, FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND the Authority and its officers, directors, agents, employees, contractors, and subcontractors from all liability, damage or cost, including reasonable attorneys' fees, which may have accrued due to the use, activities or presence of the Group, including liability for any of your attendees and any claim asserted by you, your family, your attendees, the Group or its employees, or third-parties in conjunction with or arising in any way out of the use, operation or maintenance of the Facility.
6. You, on behalf of yourself and the Group, ASSUME FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE caused by the Group. You accept full responsibility for all attendees, agree to supervise your attendees and be financially responsible for any damage caused by you or your attendees, without limitation. You further acknowledge that you are legally responsible for your actions, the Group's actions and your attendees' actions, including, but not limited to, damage to private or public property and/or personal injury.
7. IN THE EVENT THAT YOU SERVE OR SUPPLY INTOXICATING BEVERAGES BY WHATEVER MEANS AT THE FACILITY, YOU SPECIFICALLY ACKNOWLEDGE THAT THE TERMS OF THIS WAIVER OF LIABILITY AND RELEASE FORM WILL APPLY THERETO IN EVERY RESPECT. YOU HAVE ACKNOWLEDGED AND AGREED THAT YOU WILL BEAR COMPLETE RESPONSIBILITY, IN ACCORDANCE WITH THE TERMS OF THIS WAIVER OF LIABILITY AND RELEASE FORM, FOR SUCH INJURIES OR DAMAGES TO PERSON OR PROPERTY WHICH MAY RESULT AND WILL INDEMNIFY THE AUTHORITY FOR ANY AND ALL LIABILITY INCURRED AS A RESULT OF SERVING OR SUPPLYING INTOXICATING BEVERAGES ON AUTHORITY PROPERTY.
8. You expressly agree that the foregoing release, and indemnifying agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado, and further, that if any part thereof is held invalid, the remainder of this agreement shall continue in legal force and effect.

**You agree that you have sufficient information regarding use of the Facility to assess the potential degree of risk involved and the extent of possible injury, understand the Activities and potential risks, have carefully read and fully understand the effect of relinquishing the rights that you hereby waive, and voluntarily sign this Waiver of Liability and Release Form.**

\_\_\_\_\_  
Applicant Name

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone number

