

**SKY RANCH COMMUNITY AUTHORITY BOARD
FACILITIES RULES AND REGULATIONS**

*Adopted and Enforced By
The Board of Directors
Sky Ranch Community Authority Board*

Adopted: June 12, 2020

Preamble

The Board of Directors of the Sky Ranch Community Authority Board (the “**CAB**”) has adopted the following Facilities Rules and Regulations (“**Rules and Regulations**”) to provide for the orderly and efficient conduct of management, operation and control of certain public facilities of the CAB, including but not limited to, parks and open space (the “**Facilities**”).

The CAB expressly reserves the right to make any lawful addition and/or revision to these Rules and Regulations when and as they may become advisable to properly operate and maintain the Facilities and provide related services and to promote the peace, health, safety, and welfare of the people residing in the area under the CAB’s authority pursuant to that certain First Amended and Restated Sky Ranch Community Authority Board Establishment Agreement between Sky Ranch Colorado Metropolitan District Nos. 1 and 5, dated September 18, 2019, effective as of November 13, 2017, as may be amended from time to time. These Rules and Regulations are supplementary to, and are not to be construed as, any abridgement of any lawful rights of the CAB as outlined in the Colorado Revised Statutes, as applicable.

**ARTICLE 1.
ACCESS TO AND USE OF THE FACILITIES**

1.1 Access to the Facilities. The Facilities of the CAB, as set forth in Exhibit A, are open to the public, subject to the Rules and Regulations set forth herein. The CAB retains the right to limit access to the Facilities based upon the safe and reasonable capacity of the Facilities, as determined by the Board of Directors in its discretion. Use of the Facilities shall be allowed on a first-come, first-served basis in the event of any such limitations.

1.2 Attire. Proper and appropriate attire should be worn by all persons when using the Facilities. Nudity is strictly prohibited.

1.3 Children. For safety and health reasons, it is recommended that children under 13 years of age be accompanied and supervised by a parent, legal guardian, or, if authorized by a parent or legal guardian, another adult 18 years of age or older.

1.4 Event and Program Registration and Fees. To the extent the CAB may host or sponsor various activities, programs, special events and classes (“Events and Programs”) at the facilities, persons may register for such Events and Programs by checking the CAB’s website at <https://skyranch.colorado.gov/>. Such persons may be required to sign additional waivers or

forms and pay a fee for such activities. Fees are nonrefundable except in the event that the subject Events and Programs may be cancelled for reasons including but not limited to inclement weather.

1.5 Facilities Rental. The CAB may, from time to time and within its sole discretion, rent certain Facilities for private use to the public for a fee. The Facilities available to be rented are set forth in Exhibit B. Those persons renting the Facilities shall ensure that the number of attendees during the rented period does not exceed the maximum capacity of the subject Facilities as determined by CAB personnel. Rental amounts and terms shall be determined by the Board. All rentals are subject to the Sky Ranch Community Authority Board Facilities Rental Application and Agreement (“**Rental Agreement**”) attached hereto as Exhibit C, which may be obtained by contacting the CAB at: lisa.johnson@claconnect.com. Rentals shall require an executed Rental Agreement and such other forms as may be required by the CAB. CAB programming will take priority over all rental requests. CAB personnel will review rental requests on a first-come, first-served basis, allowing no more than one (1) rental per day and no more than two (2) rentals per calendar month reserved by the same person. All areas of, and equipment and furniture within, the Facilities must be returned in the same condition it was received by the person(s) requesting the rental. The individual completing the Rental Agreement shall be at least twenty-one (21) years of age, and the Rental Agreement may require a damage deposit, rental fees, and personal identification, as more specifically set forth in the Rental Agreement.

(a) Park Pavilions. The Pavilions located in Orion Park, Little Dipper Park, and Big Dipper Park may be rented and may be reserved up to 6 months in advance.

(b) [Reserved for future use.]

1.6 Cancellation and Refund Policy. The CAB’s refund policy for cancellation of Facilities rental reservations and activity/class reservations is as follows:

(a) Facilities Rental Reservations. Refunds for cancellations of Facility rentals shall be made in accordance with the Rental Agreement.

(b) Activity/Class Reservations. [Reserved for future use.]

1.7 Hours of Operation. Generally, the Facilities shall be open seven days a week subject to the hours and seasonal limitations below.

(a) Parks and open space shall be open year-round, from dawn to dusk.

(b) [Reserved for future use.]

However, the Board of Directors, in its sole discretion, reserves the right to close any Facility due to weather conditions, to protect the health and safety of the public, or for other reasons it deems reasonable and necessary. People may contact the CAB at lisa.johnson@claconnect.com to obtain up-to-date information relating to the hours of operation for any of the Facilities.

**ARTICLE 2.
MISCELLANEOUS**

2.1 Lost Articles. The CAB is not responsible for any lost or stolen articles or for accidents on the premises of the Facilities. All personal articles should be locked or secured as appropriate to avoid loss to the owner. All lost articles which are not claimed shall be deemed abandoned and donated or otherwise disposed of as determined by the CAB in its sole discretion.

2.2 Limitation of Liability of CAB. Use of the Facilities shall be at the sole risk of any person using same. Except as provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., the CAB shall not be responsible for any claims for damages by reason of any action or inaction of the CAB or its agents or representatives in connection with any of the Facilities.

2.3 Equipment. All items, furniture, and equipment located on or around the Facilities are the property of the CAB and shall not be taken from the premises without prior written consent of the CAB. Any violations shall result in criminal prosecution by the CAB.

2.4 Smoking, Drugs and Alcohol. The following are strictly prohibited at all times while using the Facilities: (1) smoking of any kind, including, but not limited to tobacco and marijuana, and the use of electronic smoking devices; (2) use of illegal drugs; and (3) possession or consumption of alcohol.

2.5 Food and Drink. Food and drink are permitted in all Facilities. Glass containers are absolutely prohibited in all Facilities unless authorized during special events by and in the sole discretion of the CAB. People consuming food and/or drink must clean up after themselves.

2.6 Pets. Domestic pets are allowed in parks and open space. All pets must be on a leash at all times, and people must immediately pick up and properly dispose of any waste produced by pets under their ownership or control. No pet at any time shall be left unattended on the Facilities. If pets are left unattended on the Facilities, the CAB reserves the right to contact Arapahoe County Animals Services to report the pet as a lost animal. People leaving their pets in the Facilities are responsible for any damages to their pets, others' pets, people, or property caused by the pet.

2.7 Solicitation Policy. Sales, solicitations, distribution and posting of materials, and for-profit activities are prohibited within the Facilities and other CAB property unless the CAB gives its prior written approval. The CAB may, within its sole discretion, designate certain areas outside the Facilities for sales, solicitations and distribution of materials. Activities may be further restricted to specific times and dates as determined by the CAB. People may not use the Facilities for commercial or business purposes including, but not limited to, personal training sessions, athletic lessons, advertising, home business party sales (i.e. cosmetics, candles, etc.), solicitation of business, or promotions unless the CAB gives its prior written approval.

2.8 Complaints. Complaints should be directed to the CAB at lisa.johnson@claconnect.com, and the CAB will make reasonable efforts to promptly resolve the conflict. Under no circumstances will anyone interfere with, attempt to discipline, request special treatment from, or otherwise direct employees in the course of CAB business. People shall not request special personal services from CAB employees.

2.9 Audio Devices. Personal audio equipment must be used in compliance with the rules, regulations and policies of the CAB and any applicable noise ordinances or other laws. In parks and open space, amplified sound systems that comply with the rules, regulations and policies of the CAB and any applicable noise ordinances or other laws are permitted. Use of amplified sound systems at Facilities must conclude when the Facilities close at dusk.

ARTICLE 3. ENFORCEMENT

3.1 Disorderly Conduct. The CAB and its authorized representatives may request any person to cease conduct that is:

- (a) In violation of any of these Rules and Regulations or other rules, regulations, or policies of the CAB.
- (b) Interferes with, or is abusive toward, any of the CAB's representatives in the normal operation of the Facilities.
- (c) Interferes with any person's use or enjoyment of the Facilities, or is abusive to any such person.
- (d) Misuse or damage of real property and fixtures or personal property such as furniture and equipment.

3.2 Remedies Available for Disorderly Conduct. In the event that the offending party fails to cease such conduct after being requested and warned to do so, the CAB is authorized to use any and all reasonable means it deems necessary to address such conduct. This includes, but is not limited to, having the offender removed from the Facilities and barred from further privileges at the Facilities for forty-eight (48) hours without the necessity of any action or consent of the Board of Directors of the CAB. All such removals shall be reported to the CAB Manager.

3.3 Violation of Facilities Policies. If anyone is found abusing the equipment, furniture, or disobeying these Rules and Regulations or any other rules or policies promulgated by the CAB with respect to use of any of the Facilities (any such act a "**Violation**"), disciplinary measures will be administered by the CAB and may include but are not limited to the following: verbal warnings, restricting the violator from the Facilities for one (1) month, restricting the violator from the Facilities for one (1) year, and/or requiring the violator to apply for reinstatement subject to the CAB's Board of Directors' approval.

The Board of Directors shall be notified of all disciplinary measures by the CAB and shall, in its discretion, have the ability to impose other disciplinary measures it deems

appropriate at any point in time, which may include revocation of Facilities privileges for a person and/or that person's family members. The person involved in a disciplinary matter shall receive notice of the violation and disciplinary measures that may be imposed by the Board. The person shall have the opportunity to respond to the notice. Violations and disciplinary measures taken related to any Violations will be recorded in writing and kept on file by the CAB. Violations of a criminal nature will be reported to local law enforcement authorities.

3.4 Restitution for Violation. If any person commits an act or omission that constitutes a Violation of these Rules and Regulations, and the Violation causes the CAB to incur damages or expenses, the person who commits the Violation, or who is responsible for the person who commits the Violation, shall be liable to the CAB for all such damages and expenses and shall repay the same to the CAB upon request. Such expenses may include, but shall not be limited to, reasonable attorneys' fees incurred as a result of the Violation, as well as reasonable costs and/or attorneys' fees incurred in obtaining and collecting a judgment against a person who commits a Violation or is responsible for a person who commits a Violation.

EXHIBIT A

Sky Ranch Community Authority Board Facilities

Orion Park

Sports fields/turf areas

Playground area and related equipment

Pavilion (picnic table areas)

Little Dipper Park

Sports fields/turf areas

Playground area and related equipment

Pavilion (picnic table areas)

Big Dipper Park

Sports fields/turf areas

Playground area and related equipment

Pavilion (picnic table areas)

EXHIBIT B

Sky Ranch Community Authority Board Facilities Available for Rental

Pavilions (picnic table areas) at Orion Park, Little Dipper Park, and Big Dipper Park.

- Please note that the sports fields/turf areas and playground areas and related equipment at Orion Park, Little Dipper Park, and Big Dipper Park are not available for rental at this time.
- Please note that the rental of the pavilions (picnic table areas) at Orion Park, Little Dipper Park, or Big Dipper Park is for the pavilion (picnic table areas) only and does not provide the renter with private use of the sports fields/turf areas and playground areas, which will remain available for public use.

EXHIBIT C

Sky Ranch Community Authority Board Facilities Rental Application and Agreement

SKY RANCH COMMUNITY AUTHORITY BOARD

APPLICATION AND AGREEMENT FOR PRIVATE RENTAL OF FACILITIES

FOR PRIVATE AND GUARANTEED RESERVATION OF FACILITIES:

Please complete all requested information and return the completed application and agreement with payment of security deposit and rental fees to the Sky Ranch Community Authority Board (the “CAB”) at the address listed below:

Sky Ranch CAB
c/o CliftonLarsonAllen LLP
370 Interlocken Blvd., Suite 500
Broomfield, CO 80021
Attn: CAB Manager

All applications will be taken and reviewed on a first-come, first-served basis. Reservation of the Facilities will be considered received and reviewable for approval once the completed application and agreement are received with all necessary payments and deposits. The CAB will notify the Rental Party when the reservation is confirmed.

RULES & REGULATIONS:

1. Use of the Facilities, including parks and open space, is subject to the CAB’s rules, regulations, policies, and procedures, including the Facilities Rules and Regulations, (“**Rules and Regulations**”) and all federal, state, and local laws and ordinances. Rentals may require approval from the CAB’s Board of Directors.
2. There are inherent risks to any individual who chooses to use the Facilities. The CAB will not be liable for any injury to persons or property. Each person who elects to use the Facilities assumes the inherent risks in doing so and assumes responsibility for ensuring their own safety and well-being. The CAB will make every effort to maintain all equipment in operational condition.
3. The deposit and rental fees are due in full at the time the reservation is received by the CAB. The security deposit paid will be applied to any additional charges assessed as a result of the Rental Party’s failure to properly clean the premises, theft of any of the CAB’s property, or any damage to the Facilities. If the deposit is insufficient to pay for any theft, or damage, the Rental Party will be liable for payment of any additional amounts owed and agrees to pay those amounts immediately upon request from the CAB. The remainder of the security deposit will be returned to the Rental Party only after the facilities have been inspected by the CAB.
4. The Rental Party must be present at the rented Facilities at all times during the rental period. The Rental Party is responsible for the conduct and welfare of all people using the Facilities during the rental period, including supervision of minors.
5. Rentals must be scheduled within the Facilities’ hours of operation.
6. Due to scheduling of events, all reservations must begin and end at the time indicated on the Rental Agreement. Additional charges and/or fines may apply in the event of Facility use beyond the hours indicated on the Rental Agreement, including time used for set-up or clean-up. There will be no refunds issued for time reserved and not utilized. The Rental Party should include time for set-up and clean-up in the Rental Application and Agreement.

7. Certain Facility rentals may require Permits, such as a Special Event Permit from Arapahoe County. All such Permits will be required *in addition to* rental of any Facility from the CAB.
8. Any equipment currently present at the Facility will be included for use by the Rental Party as indicated in the Rental Agreement. The CAB is not responsible for providing additional equipment. The Rental Party is responsible for providing and removing any furniture or equipment in excess of that currently present.
9. Amplified sound is subject at all times to the applicable noise restrictions of the CAB and other governmental entities. Use of amplified sound systems at Facilities must conclude when the Facilities close at dusk. The Rental Party may bring personal music selections and appropriate devices for playing such music to the Facilities. Any such personal music selection must not have obscene or otherwise inappropriate lyrical content.
10. Smoking of tobacco or marijuana (including with electronic smoking devices), use and consumption of alcohol and use of illegal drugs are strictly prohibited at the Facilities at all times.
11. No glassware is allowed in the Facilities.
12. Restrooms are not provided at any of the Facilities.
13. Petting zoos, farms, and livestock animals are not allowed on the Facilities.
14. Vendors are defined as any person, business, or entity providing a service at the Facilities. Examples include but are not limited to: caterers, bands, DJs, entertainment, and rental supply companies. Every vendor must be approved, in advance, by the CAB. Vendors are required to furnish to the CAB a copy of a complete vendor packet including a Certificate of Insurance. The CAB reserves the right to refuse use of certain caterers, vendors, designers, rental companies, disc jockeys, bands, or any other party supplying goods or services.
15. The Rental Party is responsible for its own set-up and clean-up, including without limitation, removal of all trash bags used by the Rental Party from the Facilities.
16. All areas are required to be returned in the condition they are received. The Rental Party will be responsible for ensuring that the Facilities are cleaned up following the rental. Clean-up responsibilities include:
 - a) Remove and dispose of all decorations, including adhesives and tape. All other materials and products supplied by the Rental Party must be removed at the end of the rental period.
 - b) All trash must be properly removed from the Facilities and disposed of. The CAB does not provide a dumpster or trash receptacle for Private Rentals. The Rental Party is responsible for removing all trash from receptacles in the immediate vicinity and within the Facilities rented and for installing empty trash bags into such receptacles.
 - c) Clean and disinfect all surfaces, especially where food was served.
 - d) The Rental Party shall provide photographs of the Facilities to the CAB that include evidence of the date and time taken, immediately prior to the Rental Party's set-up, and immediately after the Rental Party's clean-up, to demonstrate the condition of the Facilities before and after the Rental Party's use.
17. The Rental Party may cancel the Rental Agreement at any time. Cancellations must be submitted in writing. All cancellations will be subject to a full refund of the security deposit. A full refund of the

rental fees may be issued for Rental Agreements cancelled 30 or more days prior to the event. A 50% refund of rental fees may be issued for Rental Agreements cancelled 14-29 days prior to the event. Any reservations cancelled less than 14 days prior to the event will forfeit the full amount of the rental fee at the sole discretion of the CAB.

18. This list is not an exhaustive list of rules and regulations. The CAB reserves the right to amend these policies and procedures as necessary.

EVENT DATE: _____ **EVENT TIME:** _____ **# OF GUESTS:** _____

Rental Host Name

Rental Host Address

Phone Number

E-mail Address

Additional Contact Name

Phone Number

Relationship to Host

The premises are to be used for the following purpose: _____

RENTAL FEES & DEPOSIT: (All rentals require a 4-hour minimum and must include set-up and clean-up time. *Note that this Agreement does not guarantee exclusive use of any Facilities other than the specific Facilities rented.*)

| <u>Location</u> | <u>Resident Rental Fee</u> | <u>Non-Resident Rental Fee</u> | <u>Security Deposit</u> | <u>Capacity</u> | <u>Opening Dates</u> |
|------------------------------|----------------------------|--------------------------------|-------------------------|-----------------|----------------------|
| Orion Park, Pavilion | \$25 | \$50 | \$50 | 200 | NOW OPEN |
| Little Dipper Park, Pavilion | \$25 | \$50 | \$50 | 50 | Labor Day 2020 |
| Big Dipper Park, Pavilion | \$25 | \$50 | \$50 | 50 | Labor Day 2020 |

* Non-profit organizations are exempt from the Rental Fee, but must pay the Security Deposit

Refundable Security Deposit: A check or credit card payment is required as a security deposit for all rentals. The deposit is due in full at the time of reservation. The security deposit cannot be applied to the rental fees. The security deposit will be applied to any additional charges assessed as a result of the Rental Party's failure to properly clean the premises, theft of any of the CAB's property, or any damage to the Facilities. If the deposit is insufficient to pay for any theft, or damage, the Rental Party will be liable for payment of any additional amounts owed and agrees to pay those amounts immediately upon request from the CAB. The remainder of the security deposit will be returned to the Rental Party only after the Facilities have been inspected by the CAB and subject to the remaining terms of all applicable rules and regulations. Upon completion of inspection, security deposits will be submitted for refund, which may take up to 30 business days to receive.

Additional Fees May Apply: If Facility use extends beyond the hours indicated on the Rental Agreement, including time used for set-up or clean-up, the additional time will be billed an additional Rental Fee. If items are not removed on the day of the rental, a \$50 fee will be charged. If the Facility is not returned to its original condition following the rental, a \$75 per hour fee will be charged. The Rental Party will provide credit card information for these potential charges and agrees pay any amounts due immediately upon request from the CAB.

Cancellation: The Rental Party may cancel the Rental Agreement at any time. All cancellations must be submitted in writing and will be subject to a full refund of the security deposit. A full refund of the rental fees may be issued for cancellations 30 or more days prior to the event. A 50% refund of rental fees may be issued for cancellations 14-29 days prior to the event. Any reservations cancelled less than 14 days prior to the event will forfeit the full amount of the rental fee at the sole discretion of the CAB.

VENDOR INFORMATION: If the event will include catering, equipment rental, alcohol, an entertainment provider, or any other service to be provided at the Facilities, the CAB may require additional documentation for approval.

List any vendors to be used during this rental: _____

INDEMNIFICATION AND HOLD HARMLESS: The Rental Party agrees that the CAB, CliftonLarsonAllen LLP (CLA), and their respective members, directors, officers, agents, and employees are not liable for injuries to persons or property occurring within or around the Facilities in conjunction with the Rental Party's use of the Facilities, unless such injuries are the result of such persons' intentional acts or omissions. The Rental Party agrees to indemnify and hold harmless the CAB, CLA, and their respective members, directors, officers, agents, and employees from any and all damages, losses, liabilities, claims, costs, and expenses, including reasonable attorneys' fees in defending against the same, arising in any way out of the use of the Facilities or the CAB's equipment, including the negligence of the CAB, CLA, and their respective members, directors, officers, agents, and employees.

By signing below, the Rental Party acknowledges that they have read, fully understand, and agree to abide by all Terms of the Rental Agreement and all of the CAB's Rules and Regulations. Should any terms be violated, the Rental Agreement will become null and void, the event will be cancelled, and the security deposit will be forfeited in full.

Signature of Rental Party

Signature of Official CAB Representative

Printed Name of Rental Party

Printed Name of Official CAB Representative

Date

Date

SKY RANCH COMMUNITY AUTHORITY BOARD
ACKNOWLEDGEMENT OF RULES & REGULATIONS FOR PRIVATE RENTALS

- _____ I understand that I assume the inherent risks in using the Facilities and take responsibility for ensuring the safety and well-being of myself and my guests.

- _____ I understand that I must be in attendance for the entire duration of my rental and that during this time, I take responsibility for all of my guests, including minors.

- _____ I understand this rental only includes the specified Facilities and does not provide for exclusive use of other outside areas, including turf areas, playgrounds, or other park amenities. In the event that another party has reserved other area(s) of the Facilities, I am responsible for keeping my guests within the designated rental area.

- _____ I understand that I may be required to obtain a Permit from Arapahoe County *in addition to* rental of any Facilities.

- _____ I understand that my rental period includes set-up and clean-up time. I understand that if my use of the Facilities goes outside of the designated time, I will be charged additional fees in accordance with the Rental Agreement to cover the additional time.

- _____ I understand that smoking of tobacco or marijuana, use or consumption of alcohol, and use of illegal drugs are not allowed at the Facilities.

- _____ I understand that restrooms are not provided at any Facilities.

- _____ I understand that if I choose to have an outside vendor at my event, the CAB may require additional documentation for approval.

- _____ I understand that I am responsible for all set-up of my rental, and I will abide by all regulations pertaining to my set-up, including deliveries, decorations, furniture, and other supplies. I understand that delivery vehicles must remain on the street and cannot access facilities via sidewalks or landscape areas, including native grasses.

- _____ I understand that I am responsible for all clean-up of my rental, and I will return the Facilities to the condition in which they are received. I understand that if I fail to return the Facilities to these conditions, I will be charged additional fees.

- _____ I understand that all material, products, and decorations must be removed at the end of my rental period. If items are not removed at the end of the rental, I understand that a \$50 daily storage fee will be charged.

- _____ I understand the cancellation policy, and that I must submit cancellation requests in writing.

- _____ I understand that if I or my guests violate the CAB's Rules and Regulations or any part of the Rental Agreement, my rental will be null and void, my event will be cancelled, and my security deposit will be forfeited in full.

Signature of Rental Party

Signature of Official CAB Representative

Printed Name of Rental Party

Printed Name of Official CAB Representative

Date

Date

FOR ADMINISTRATIVE USE ONLY

\$_____ Fees and Deposits Paid | Date Paid _____ | Form of Payment: Check # _____ / Credit Card

\$_____ Deposits Returned | Date Returned _____