

EAGLES NEST COMMUNITY CENTER

RULES & REGULATIONS

The following rules pertain to all persons who use the Eagles Nest Property Homeowners Association (ENPHA) Community Center. The Community Center is comprised of the Community Center Building, the Pavilion, the Parking Lot, the Playground, the Mini Picnic Areas and other Play Areas (volleyball, horseshoes, etc.) All of these facilities are hereinafter referred to collectively as Community Center Property.

1.0 ELIGIBLE USERS and Reservation Fee Structure: Eligible users include HOA Homeowners, Sub Associations and Neighborhoods (Eagles Nest and Three Peaks). No event fee is required for events or meetings attended by HOA homeowners only. *

1.1 Reservations made by a Homeowner for a private event that will include non-homeowners require an event fee and security deposit (birthday party, etc.)

1.2 Non-Profit groups (as defined by title 26 US Code 501 c 3) and other civic groups may use Community Center Property, but such use must be approved by the HOA board prior to the group making a reservation. No event fee will be required. *

*A damage deposit may be required.

2.0 AGREEMENT: An OWNER who reserves the Community Center Property must also sign the ENPHA Community Center Agreement ("Agreement"). The OWNER who signs the Agreement must be present at the Community Center Property for the duration of the event and monitor the activities of all guests.

3.0 GENERAL RULES AND PROHIBITIONS:

3.1 Profit making or fundraising: Community Center Property shall not be utilized for profit making or fund raising. Events that require a cover charge or an entry fee are not allowed.

3.2 Children: Children will be adequately supervised at all times. At least one adult will be present for every 5 children who are under the age of 12 years who attend any event held on Community Center Property.

3.3 Weapons: No person, except for security or law enforcement personnel, may carry a firearm (open or concealed) on Community Center Property.

3.4 Fireworks: Fireworks are prohibited on Community Center Property.

3.5 Smoking: Smoking is not permitted on Community Center Property.

3.6 Pets: No pets or animals are permitted on the Community Center Property, except for registered service dogs for the disabled.

3.7 Noise: All users of Community Center Property will adhere closely and comply with the Town of Silverthorne noise ordinances.

3.8 Numbers in Community Center: The maximum capacity of the Community Center is 50 people. The maximum capacity for the Community Center and Pavilion combined is 100 persons. Events having more than 100 persons will not be accepted.

4.0 EVENT FEES AND DAMAGE DEPOSITS: The fee to rent the Community Center and Pavilion is two hundred dollars (\$200) per event. A Damage Deposit of five hundred dollars (\$500) is required for all events, unless

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waived by the HOA board.

5.0 PROCESSING GUIDELINES: Upon receiving the reservation, the ENPHA reservation manager will confirm the reservation and e-mail the OWNER instructions, the Agreement and an internet link for making payment of the rental fee and damage deposit through ENPHA's on-line payment system. OWNER shall pay the event fee and damage deposit through the on-line system using a major credit card or a PayPal account. OWNER shall also return the signed rental agreement via e-mail to info@enpha.org, fax to 970-468-1453, or paper copy to ENPHA, P O Box 24419, Silverthorne, CO 80497. The signed contract and event fee must be received by the ENPHA reservation manager within ten (10) days of the confirming e-mail. Failure to meet this deadline may result in the cancelation of the reservation. All payments must be made by the OWNER. No third-party payments for the Event fee or Damage Deposit will be accepted.

6.0 COMPLIANCE WITH LAWS: The OWNER shall comply with the Agreement, the Rules & Regulations, Rental checklist, and all applicable laws, ordinances, and regulations set forth by the Town of Silverthorne, Summit County, the State of Colorado, and the Federal Government. Moreover, the OWNER is responsible for the conduct of all guests, and will assure that all guests comply with the Agreement and the Rules and Regulations, described herein, and all other applicable rules, laws, ordinances, and regulations set forth by the Town of Silverthorne, Summit County, the State of Colorado, and the Federal Government.

7.0 ALCOHOL: If alcohol is served, the OWNER should consider obtaining event liability insurance.

7.1 UNDERAGE ATTENDEES: NO ALCOHOL MAY BE SERVED TO, OR CONSUMED BY, ANY ATTENDEE TO AN EVENT WHO IS UNDER 21 YEARS OF AGE.

7.2 SALE OF ALCOHOL: OWNER understands and agrees that under no circumstances will alcohol be sold on Community Property.

7.3 OWNER will ensure that alcohol is not served to or consumed by a person who is under the influence of alcohol or drugs.

8.0 COMMUNITY CENTER PROPERTY HOURS:

8.1 Community Center Building: Activities conducted in the Community Center must cease no later than 11:30 PM and clean up must be completed by 12:00 AM (midnight).

8.2 Community Center Outdoors Facilities: Activities conducted in the Community Center outdoor facilities (Pavilion, Playground, Mini-Picnic Areas, Play Areas, etc.) must cease no later than 10:00 PM. Clean up must be completed by 10:30 PM.

9.0 CATERER/KITCHEN USE: Any caterer that the OWNER hires shall be insured and shall possess all current state and local licenses to serve food (and alcohol, if applicable.) Caterers shall comply with the Agreement and the Rules & Regulations, described herein, and all other applicable rules, laws, ordinances, and regulations set forth by the Town of Silverthorne, Summit County, the State of Colorado, and the Federal Government.

9.1 The OWNER must inform the caterer that:

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1. The kitchen is a warming and serving kitchen only. All food must be prepared off-site.
2. There are only two small refrigerators, a small freezer, a microwave and a warming oven.
3. There is no disposal or dishwasher. Paper plates and plastic utensils are recommended.

10.0 ENTRY TO COMMUNITY CENTER BUILDING: The ENPHA Community Center Coordinator will contact the OWNER at least three days prior to the event to schedule a mandatory on-site visit with the OWNER to review the operation of the facility.

11.0 USE OF COMMUNITY CENTER PROPERTY:

11.1 Outdoor Grills: The OWNER or adult guest (age 21+) must attend all outdoor grills being used. Grills must not be removed from their current location. All fires are to be completely extinguished at the end of the event.

11.2 Extinguishers: The OWNER must know the location of and proper use of the Community Center's two (2) fire extinguishers. One is located near the front door; the other is located outside the kitchen in the great room.

11.3 Flammable Materials: Flammable materials, such as bunting, tissue paper, crepe paper, etc., are not permitted to be used as decoration or otherwise. The use of candles, kerosene lanterns, lamps using lamp oil, etc. is prohibited.

11.4 Other Decorative prohibitions: The OWNER shall not place on the walls, ceilings, or window surfaces of the Community Center Building any objects such as nails, tacks, scotch tape, or substances, which might cause permanent damage. Paints, acids or other supplies that are potentially hazardous or may cause damage are prohibited.

12.0 Parking and Safety: The OWNER and their guests must observe all safety, traffic, and parking regulations. Parking is limited to the parking slots in the Community Center Parking Lot. (The Parking Lot has twenty-eight (28) slots.) Parking on the street may be allowed if OWNER obtains a permit from the Silverthorne police department. However, Community Center Drive is a fire lane and parking is prohibited on Community Center Drive. OWNER should plan accordingly for parking for guests and caterers.

13.0 CLEANUP & AFTER USE INSTRUCTIONS: Upon cessation of activities, the OWNER is responsible for cleaning up all parts of the Community Center used by the OWNER'S guests, caterer, etc.

- The OWNER is responsible for leaving the Community Center Property in the condition in which it was provided prior to the event.
- The OWNER is responsible for pickup of all trash. OWNER shall pick up all trash in the Pavilion, Community Center, and outside areas. Trash may be hauled away or deposited in the dumpster located in the shed on the westerly side of the Pavilion area. Portals to the dumpster are located on both sides of the dumpster and must be fully closed after use. The key to the shed is located in the lockbox.
- Pavilion – Turn off outside lights.
- Building –
 - Turn off warming oven.
 - Follow instructions on the two thermostats to reset the heat and the fireplace

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- Turn off all lights (indoors and pavilion).
- Make sure all doors are locked. (Hold front door handle up while locking)

***PLEASE NOTE:** Some outside building lights are on a timer and will remain on.

14.0 POTENTIAL FORFEITURE OF SECURITY DEPOSIT: The ENPHA, at its discretion, may deduct certain costs from the Damage Deposit. Such costs include those that result from damage to, or theft of, Community Center property. Should the OWNER fail to comply with all any terms and conditions of the Agreement and Rules and Regulations, the ENPHA has the right to withhold reimbursement of the Damage Deposit.

14.1 Damage to or Theft of Community Center Property: The ENPHA shall refund the full Damage Deposit only if the premises, furniture, appliances, fixtures, equipment and appurtenances are found upon post-use inspection to be in the same condition as they were at the commencement of the activities held at the Community Center. Under no circumstances shall tables, chairs, grills, play area equipment, etc. be removed from the Pavilion and Play Areas. No furniture, rugs, etc. are to be removed from the Community Center Building. The OWNER and the ENPHA Community Center Coordinator shall conduct a pre and post use inspection of the Community Center Property. The OWNER will use the Check List attached upon arrival and departure.

14.2 Extensive Clean Up: If the ENPHA must complete additional clean up after an event, the Security Deposit will be applied to the cost of cleaning the Community Center Property. If the cleaning costs exceed the amount of the Damage Deposit, such excess costs will be charged to the OWNER.

14.3 Security Deposit Refund: Upon final inspection of the Community Center Property by the ENPHA Community Center Coordinator, a refund (full or partial), if applicable, will be issued to the OWNER within **fifteen (15)** days

15.0 TERMINATION OF AGREEMENT:

15.1 TERMINATION BY THE OWNER: If the OWNER notifies the ENPHA Community Center Coordinator of the cancellation of his or her scheduled event at least sixty (60) days in advance of the event the Event Fee and Damage Deposit will be returned to the OWNER. Cancellations within thirty (30) days of the event will result in the forfeiture of the Event Fee.

15.2 TERMINATION OF AGREEMENT BY ENPHA: The ENPHA shall have the right to terminate the Agreement by giving written notice to the OWNER not less than thirty (30) days in advance of the OWNER'S scheduled event. Upon such termination, the ENPHA shall refund all fees and deposits paid by the OWNER. The ENPHA shall not be liable to the OWNER for any damages or costs incurred, or whatever kind or nature, whether actual or consequential, by OWNER, as a result of any such termination of the Agreement.

16.0 POTENTIAL PENALTIES: In addition to the potential withholding of the Damage Deposit, the ENPHA has the right to assess a penalty if the OWNER or guests do not fully comply with the Rules and Regulations. Such penalty could include closing the event at the time the infractions occur, a fine, restitution, or restriction from further use of the Community Center.

OWNER

REV. 10/22/2019