



MOUNTAIN BROOK METRO DISTRICT

AMENITY RENTAL AGREEMENT

The Mountain Brook Metro District (MBMD) allows residents and members to reserve the Mountain Brook Clubhouse to enjoy the breathtaking views of the Rocky Mountains. The clubhouse may be used for private gatherings as well as community events.

For scheduling or questions, please email mountainbrook@coherelife.com.

SCHEDULING & PRIORITY

To establish fair and organized use, the Community Life Manager schedules all activities in the following order of priority:

1. **Community Meetings:** Any official meeting of the MBMD members, Board of Directors, as well as committees of the Board, have priority over all other uses. These meetings will be open and announced in accordance with Colorado law.
2. **Community Events:** MBMD-sponsored events, classes, and special activities are scheduled by the Community Life Manager. Office closures on federal holidays may impact clubhouse availability.
3. **Community Clubs:** Regularly scheduled meetings or programs of approved community Clubs may be reserved up to six (6) months in advance, and scheduling conflicts will be addressed on a case-by-case basis. A Club is defined as a resident-led group approved by MBMD and scheduled through the Community Life Manager for recurring meetings or programming that are open to all residents. For additional requirements, refer to the Club Guidelines.
4. **Member Use:** Residents or members may reserve the use of the clubhouse up to six (6) months in advance. The reservation is subject to approval of the Amenity Rental Form to secure a certain date and time.



MOUNTAIN BROOK METRO DISTRICT

AMENITY RENTAL AGREEMENT

RESERVATION REQUIREMENTS

1. All reservation requests must be submitted via the Amenity Rental Form at Mountainbrookmd.org at least fourteen (14) days in advance of the event date.
 - a. The Facility Renter must be at least twenty-one (21) years of age, and in good standing with the MBMD.
 - b. A Facility Renter who loses/rescinds/transfers his/her MBMD privileges because of sale of his/her property, termination of tenant lease, etc., also concurrently and automatically voids his/her facility rental privileges regardless of the existence of a completed Amenity Rental Form.
 - c. **The Facility Renter must be present throughout the entire event**, including set-up and clean-up, until the last guest has vacated the clubhouse. Exception to the *"Facility Renter must be present"* provision will only be made if pre-approved in writing by the MBMD.
 - d. Facility Renters may not sub-lease the space to any individual or organization. Any violation of these policies or damage to the premises may result in the Facility Renter losing access privileges, and the Facility Renter may be charged for any costs incurred.



MOUNTAIN BROOK METRO DISTRICT

AMENITY RENTAL AGREEMENT

FEES & INSURANCE

2. The clubhouse reservations have a two (2) hour minimum for events and a six (6) hour maximum. **Reservation must include all set-up and clean-up time, in one-hour increments.** See the chart below for more details. This reservation does not include reserved access to the fitness center, pool, or patio areas.

Clubhouse	Rental Fees	Equipment - not guaranteed	Capacity
Large gathering area	\$50/hour	• Microwave • Oven • Fridge • Ice maker • Lounging couch & chairs • Flat screen TV (2) & sound bar • Complimentary wireless internet	50-person maximum

3. Rental rates are subject to change. MBMD-sponsored and authorized small gatherings of three or more people, including those related to Clubs, partners, and/or volunteer meetings or events, may be exempt from providing the rental fee or evidence of insurance for reservations. MBMD and its Board of Directors are exempt from guideline limitations. No deposit is required to secure a reservation.
 - a. Upon completion and approval of the Amenity Rental Form, the Facility Renter will receive an email confirmation.



MOUNTAIN BROOK METRO DISTRICT

AMENITY RENTAL AGREEMENT

- b. **Confirmation is subject to receipt of Certificate of Liability Insurance**, which must be received no later than ten (10) business days in advance of the event, or the reservation may be cancelled. A Certificate of Liability Insurance is required with:
- **Clubhouse address:** 2901 S Flat Circle, Longmont, CO 80503
 - **General Liability Insurance:** Coverage of \$1,000,000, naming Mountain Brook Metro District, Cohere Life, Inc., DMB Community Life, Inc., and Cohere Realty LLC, as additionally insureds.
 - **Waiver of Subrogation:** In favor of the District.
- c. Once the reservation has been confirmed and the required insurance documentation has been received, the \$50 per hour rental fee must be received in full at least seventy-two (72) hours prior to the event.
- Homeowners: The rental fee will be charged to the homeowner's account portal.
 - Renters: Because renters do not have access to an account portal, the rental fee must be paid by check and mailed to:
Mountain Brook Metro District
1440 East Missouri Avenue, Suite C-200
Phoenix, AZ 85014
 - Memo: Mountain Brook Metro Amenity Rental Fee – [Property Address]

PRE & POST EVENT VIDEOS

4. Members are encouraged to provide a time-stamped pre-event and post-event video to the Community Life Manager, via email, detailing the condition of the reserved space, showing that it was left in the same condition it was found.



MOUNTAIN BROOK METRO DISTRICT

AMENITY RENTAL AGREEMENT

CLEANING DAMAGE

5. Following the event, the MBMD will complete a walk-through of the facility, and the Facility Renter can be present, noting any existing damage or items not left in the same condition as arrival. The MBMD will notify the Facility Renter within three (3) business days following the event if there is any damage or cleaning required to the clubhouse and any costs associated with the damage and/or cleaning. If the Board of Directors, at their sole discretion, determines that the event has caused a disturbance, a \$250 fee and future Clubhouse privileges may be suspended for up to six (6) months. Such fine and revocation of privileges depends on the outcome of any appeal; renters may lodge appeals with the Mountain Brook Metro District.

DAMAGES/LOSSES

6. The Facility Renter will be responsible for any loss or damage to facilities and equipment, including reasonable attorney or collector's fees, should it be deemed necessary. The MBMD assumes no responsibility for property brought into the clubhouse. The MBMD is not responsible for items lost, stolen, or left behind by the Facility Renter or guests.
 - a. Nothing in this policy will prevent the MBMD from seeking additional compensation if losses or damages are made to the clubhouse. Damages may include fines or penalties levied against the MBMD as a result of the Facility Renter's violating County, State or Federal ordinances and attorney fees expended by the MBMD in defense against such fines.

SCHEDULING ERRORS

7. In the event of any scheduling errors resulting in double bookings, a determination will be made to favor the party with the earliest received fully completed paperwork and proof of insurance.

Effective: October 8, 2026



MOUNTAIN BROOK METRO DISTRICT

AMENITY RENTAL AGREEMENT

CANCELLATION POLICY

8. Cancellations must be submitted in writing. Cancellations made 72 hours or more before the event are eligible for a full refund of the rental fee. If cancellation is required due to weather, emergency, power outage, or circumstances beyond MBMD's control, the District may reschedule the event or issue a refund, also at its discretion.

RULES & RESTRICTIONS

9. The following rules and restrictions apply, in addition to all policies outlined with the separate Amenity Rental Form:
 - a. Total participants (50) must not exceed space capacity in compliance with fire regulations posted in the reservation chart of this Rental Agreement.
 - b. The Facility Renter may not bring a portable cooking device including but not limited to gas stoves, gas burners, charcoal grills, etc. onto the MBMD property without written approval.
 - c. Illegal activities, e.g. gambling, drugs, etc. are prohibited (poker or similar clubs addressed in Club Guidelines).
 - d. Animals, other than assistive animals, are not allowed inside the clubhouse.
 - e. Public promotion of events is not permitted unless prior written approval has been obtained from the MBMD.
 - f. The selling of goods and/or services, supporting the efforts of for-profit businesses, charging of admission fees and/or solicitation of donations or solicitation of facility users are not allowed unless prior written approval has

Effective: October 8, 2026



MOUNTAIN BROOK METRO DISTRICT

AMENITY RENTAL AGREEMENT

been obtained from the MBMD and are done in strict compliance with all applicable laws.

- g. Music and noise must remain controlled so as not to disturb other members or guests of the Mountain Brook clubhouse as well as surrounding homes and must comply with the City of Longmont noise ordinance. If the event is viewed in any way as "disturbing the peace", the Facility Renter will be asked to turn the music/noise level down. All music must be turned off by 10:00 p.m.
- h. The Mountain Brook clubhouse is a non-smoking facility. Tobacco use, including e-cigarettes and hookahs and marijuana, is prohibited. There are no exceptions to the exterior or interior of the clubhouse. Smokers cannot smoke near building entries.
- i. Bounce house/inflatable units or similar items are not permitted.
- j. Water guns, water balloons, etc. are prohibited.
- k. No decorations, wire or string lighting are to be hung from the lighting or A/C ducts. String lighting, decorations and wire are not allowed in the outdoor plants, trees or light poles.
- l. Decorations may be hung only with Wacky Tacky or 3M On Command or similar products that won't cause stripping. No tape, nails, staples, tacks, glitter allowed.
- m. No bird seed, rice, glitter, confetti, pinatas, silly string or fireworks are allowed anywhere on the property.
- n. **Adult members are responsible for supervising minors.** MBMD staff, if present, are not responsible for supervision of minors.



MOUNTAIN BROOK METRO DISTRICT

AMENITY RENTAL AGREEMENT

VENDOR POLICIES

10. The MBMD reserves the right to refuse use of certain caterers, vendors, designers, rental companies, disc jockeys, bands and other parties supplying goods or services.
 - a. Catering companies, bands, DJ's and rental supply companies must be approved, in advance. Upon request, vendors are required to furnish MBMD with a copy of their Commercial General Liability insurance and Copy of Worker's Compensation Insurance for all Employees.

SETUP & CLEANUP

11. Setting up for decorations and arrangements must not commence any earlier than the date and time of the event reserved hours. Furniture and equipment must remain in its designated space unless prior written consent has been obtained from the MBMD. The Facility Renter will be responsible for his/her "helpers" and will follow the decoration restrictions listed below.
 - a. Without exception, decorations shall not be nailed, thumb tacked or stapled on any surface. Masking tape is never allowed on woodwork, masonry walls, vinyl fabrics, or painted surfaces.
 - b. Open flames (candles, tiki torches, fire bowls, etc.), other than candles on cakes or pastries, are prohibited.
 - c. The Facility Renter must furnish all necessary supplies and equipment including chafing or warming dishes, serving utensils, and paper products. Linens, serving ware, extension cords and ladders are not provided.

12. **Clean-up (see Attachment 1)** includes facilities used plus adjacent patio, restrooms and areas guests may have littered (i.e., parking lot, planters, etc.) is considered complete only under the following conditions:

Effective: October 8, 2026



MOUNTAIN BROOK METRO DISTRICT

AMENITY RENTAL AGREEMENT

- a. All decorations are removed, and chairs and tables are returned neatly in their original manner and designated area; furniture and equipment are placed in their original positions.
- b. Furniture, walls, and floors are cleaned until they are in their original condition.
- c. All rubbish is properly contained.
- d. Damaged equipment, furniture, etc. is to be reported to the MBMD immediately but in no case beyond one (1) business day.
- e. All rental items must be delivered by the date and time of the event reservation and picked up at the conclusion of the event reservation, unless an alternative time has been pre-arranged with the MBMD.
- f. MBMD is not responsible for personal items that may be lost or stolen.

INDEMNIFICATION

13. The Facility Renter agrees to indemnify, defend and hold harmless the Mountain Brook Metro District, Cohere Life Inc., DMB Community Life, Inc., Cohere Realty, LLC, Toll Southwest, LLC and their respective direct and indirect owners, the respective successors and assigns of each of the foregoing, and the respective directors, officers, managers, trustees, trust beneficiaries, agents, employees, and volunteers of each of the foregoing (collectively, the "**Indemnities**"), for, from and against any and all injuries, suits, losses, claims, demands, judgments, liabilities, damages, costs, and expenses (including but not limited to court costs and reasonable attorneys' fees and expenses) sustained by or made or threatened against any one or more of the Indemnities which result from or arise out of or in connection with the event, the use of the clubhouse for the event, or failure to comply with the terms of the Amenity Rental Agreement.



MOUNTAIN BROOK METRO DISTRICT

AMENITY RENTAL AGREEMENT

- a. MBMD will not be liable for any injury to persons or property except as specifically set forth in this policy or the Amenity Rental Form. This limitation on liability includes, without limitation, the following: (a) accidents resulting in injury from use of the clubhouse; (b) illness resulting from food preparation; (c) lost, stolen or damaged property; or (d) mechanical problems associated with electrical, heating/cooling, or kitchen equipment failure. The MBMD will make every effort to maintain all equipment in operational condition.
- b. This list is not an exhaustive list of rental rules and regulations. The Board reserves the right to amend this agreement. **All facility reservations must abide by the Common Areas Policies, Rules and Regulations.**



MOUNTAIN BROOK METRO DISTRICT

AMENITY RENTAL AGREEMENT

ATTACHMENT 1

POST-EVENT REPORT

Name: _____ **Email:** _____ **Event Date:** _____

Please initial each item below to confirm that the facility has been inspected.

____ All furniture and equipment are returned to their original locations.

____ All tables and chairs are clean.

____ Kitchen sink, refrigerator and countertops are clean.

____ Floors are clean and free of trash and debris.

____ All decorations and personal belongings have been removed.

____ Adjacent patio and surrounding areas are free of event-related litter.

____ All trash has been properly disposed of, with replacement liners installed as needed.

____ Trash key has been returned. A \$10 replacement fee will be assessed for any lost or unreturned trash key.

By signing below, I confirm that I have inspected the facility and completed the cleaning requirements outlined in the Amenity Rental Agreement.

Signature: _____ **Date:** _____

Please complete, sign and return this checklist to the Community Life office within three (3) business days following your reservation. The form may be completed online, emailed to mountainbrook@coherelife.com or dropped off at the Community Life office.