



Cordera Community Center Information Guide

Operational Policies and Procedures

11894 Grand Lawn Circle
Colorado Springs, CO 80924
(719) 495-2166
Fax: (719) 266-8437
www.msihoa.com

Welcome to the Cordera Community Center! La Plata Communities, Inc. is proud to present this exciting and vibrant neighborhood amenity to the residents of Cordera. The Cordera Community Center was created to be an integral part of the community where residents can live, play, learn and connect with their family, friends and neighbors. We believe the Community Center was designed to meet that vision; the rest is up to you.

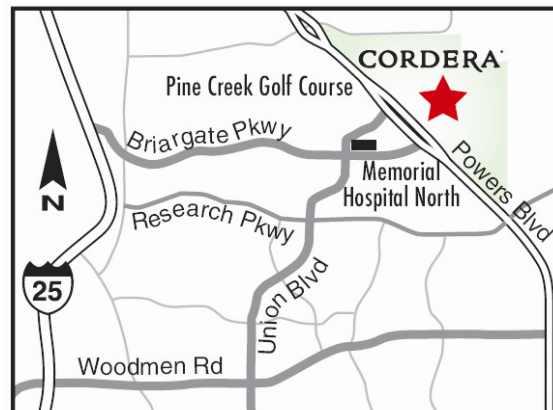
La Plata Communities, Inc. (“La Plata”), High Valley Land Company, Inc. and the Cordera Community Association, Inc. (“CCA”), collectively referred to as “Management”, own and operate the Cordera Community Center, referred to as the “Facility”, located at 11894 Grand Lawn Circle, Colorado Springs, Colorado 80924.

The YMCA of the Pikes Peak Region (“YMCA”) has been contracted to provide operational and facilities management for the Facility on behalf of Management and for the benefit of the users of the Facility, which comprise Cordera residents (“Members”), guests, and visitors (collectively referred to as “Users”).

As part of Management’s commitment to creating and promoting a sense of community, the Facility will be available for Members to reserve for various events of their own.

DIRECTIONS

From I-25, take the Briargate Pkwy exit, go past Pine Creek, where you’ll find Cordera, beyond Powers Blvd.



east
just

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HOURS OF OPERATION

REGULAR BUSINESS HOURS

- Community Center
Monday thru Friday – 5:00 a.m. to 8:00 p.m.
Saturday – 7:00 a.m. to 6:00 p.m.
Sunday – 12:00 p.m. to 5:00 p.m.
- Child Watch
Monday thru Friday – 9:00 a.m. to 12:00 p.m. and 4:00 p.m. to 7:00 p.m.
Saturday – 9:00 a.m. to 12:00 p.m.
Sunday - Closed

SUMMER HOURS (Memorial Day Weekend through Labor Day Weekend)

- Community Center
Monday thru Friday – 5:00 a.m. to 8:00 p.m.
Saturday – 7:00 a.m. to 8:00 p.m.
Sunday – 10:00 a.m. to 6:00 p.m.
- Pool and Patio Area
Monday thru Saturday – 10:00 a.m. to 7:00 p.m. *
Sunday – 10:00 a.m. to 6:00 p.m.

* Closing time may be extended to 8:00 p.m. during various times of the summer, at the sole discretion of Management. Dates of extended hours (if any) will be posted at the Facility.

- Child Watch
Monday thru Friday – 9:00 a.m. to 12:00 p.m. and 4:00 p.m. to 7:00 p.m.
Saturday – 9:00 a.m. to 12:00 p.m.
Sunday - Closed

HOLIDAY HOURS (POSTED SEPARATELY AT THE FACILITY)

New Year's Day – Open
Easter – Closed
Memorial Day – Open
4th of July – Open
Labor Day – Open
Thanksgiving Day – Closed
Christmas Eve/New Year's Eve – Open
Christmas Day – Closed

The above hours and dates of operation may change, at the sole discretion of Management. Current hours and dates are posted at the Facility.

GENERAL RULES

DRESS CODE

Appropriate attire is required in the Facility and the swimming pool area. Swimsuits are not to be worn inside the Facility without a proper cover-up. Footwear and shirts are required to be worn inside the Facility. Swimwear and clothing must be appropriate for a family atmosphere. All swimwear and clothing must exhibit good taste and basic decency and contain no offensive or obscene words or pictures. The YMCA shall serve as the judge of appropriate attire and may require a User to leave the Facility if an individual's attire is deemed to be inappropriate.

See "Swimming Pool Rules" for a further discussion of proper swim attire.

SWIMMING POOL

The swimming pool is for use by Members and their guests. Use of the swimming pool is at the sole risk of the User. The swimming pool may be reserved for a scheduled event by a Member after normally scheduled pool hours. Reservation of the pool area requires a Facility Use Agreement and pre-approval by the YMCA. A fee will be assessed for such use as outlined in the "Fee Schedule" at the end of this Information Guide. Use of the swimming pool is restricted to the purposes for which it is designed.

GROUNDS AND PARKING LOTS

Parking at the Facility is limited to Members, guests, visitors, and staff of the Facility and shall be in designated parking areas only. No parking will be allowed in the Facility parking lots at any time except during hours of operation. Overnight parking is strictly prohibited. Violators may be issued citations by local law enforcement and may be subject to towing at vehicle owner's expense. Vehicles are restricted to established roadways and the parking lot and are not to be driven on grassed areas, sidewalks or trails. Bicycles, skateboards, scooters, "heelies" or the like are not permitted in the Facility, on the porches of the Facility, or in the swimming pool area. The Facility and parking lot may not be used for flea markets, car washes and other commercial use, unless pre-approved in writing by the YMCA.

CONCESSIONS

Beverages and snacks are sold at the Snack Bar. Other concession sales in the Facility or on Facility property are strictly prohibited unless pre-approved in writing by the YMCA. Punch cards, which can be used to pay for beverages and snacks, may be purchased at the Facility.

FOOD

Users are permitted to bring their own food and beverages for their personal consumption. A grill is available for use in the pool area. Users are not permitted to bring a grill or other cooking devices to the Facility.

ALCOHOLIC BEVERAGES

Alcoholic beverages are not permitted in the Facility unless in conjunction with a reserved Member event. Alcohol served at a Member Event is only allowed in the area(s) reserved for such event and shall not be brought into other areas of the Facility. Under no circumstances are alcoholic beverages allowed in the pool and patio area.

SMOKING

There is no smoking in the Facility, the pool area or on any Facility property. Smoking is also not allowed at any YMCA or CCA sponsored events conducted at the Grand Lawn Park.

SUPERVISION

Management and the YMCA welcome both adults and children to the Facility and the swimming pool. For the protection and safety of all persons using the Facility, parents, guardians and children are expected to follow the Facility's rules and regulations. Parents and guardians shall provide adequate supervision of their children and guests at all times and help enforce the Facility's rules.

EQUIPMENT

No Facility equipment shall be used or moved by any User of the Facility unless pre-approved by the YMCA.

ANIMALS

No animals, with the exception of trained guide, aid or assist dogs, will be allowed in the Facility, the swimming pool, patio area, or on the surrounding Facility property except for special activities involving animals which have been pre-approved by the YMCA.

LOST ARTICLES

The Facility is not responsible for lost or stolen articles. All lost articles must be picked up in person. Lost articles will be held for a period of two weeks and then shall be donated or disposed of at the sole discretion of the YMCA.

INCLEMENT WEATHER

Management will make every reasonable effort to remain open during inclement weather. Our primary concern, however, is for the safety of residents and staff so, if conditions dictate, the Facility may close or open late if warranted. Closure and delayed opening information may be obtained by calling the Facility at (719) 495-2166.

PROHIBITION OF NON-FACILITY PROGRAMS, LESSONS AND ACTIVITIES

The Facility may not be used to provide, conduct or solicit any activity, program, or other event for profit, financial gain or otherwise by any business or person unless such activity, program or other event is pre-approved in writing by Management or the YMCA or is a program, event or other activity offered by Management or the YMCA. Examples of such activities include, but are not limited to: conducting seminars or classes, or providing services as personal trainers or swim instructors (individuals not on payroll as employees of the YMCA or hired as independent contractors by the Management). Only the YMCA staff and Management-approved contractors may conduct personal training, swimming or other types of lessons at the Facility. Users found to be using the Facility in the above manner without permission are subject to immediate disciplinary action. Such disciplinary action may include a suspension of a User's privilege to use the Facility for a period of time to be determined by the YMCA.

YMCA staff is compensated directly by Management and may not be compensated in any way by Users.

These Operational Policies and Procedures supersede all previous versions. Management and the YMCA reserve the right to alter any of the provisions included herein.

MEMBERSHIP AND OTHER USAGE

MEMBERSHIP ELIGIBILITY

All family members living in a single-family residence located within Cordera are Members of the Facility and comprise a Member Household. Individuals living outside of Cordera are not eligible for membership. Members in Good Standing, as defined below, are eligible to use the Facility in accordance with the Facility's Operational Policies and Procedures.

For purposes of these Operational Policies and Procedures, a "Member in Good Standing" is a Member who: (a) has paid all required assessments, late fees, attorney's fees and other charges due for services rendered by the CCA; (b) has paid all fines or any other monies due to the CCA; and (c) has not been found to be in noncompliance with the provisions of the Declaration, Bylaws and the Covenants.

PHOTO-IDENTIFICATION CARDS

Each resident over the age of six weeks will be issued one photo ID card. To obtain an ID card, each resident must complete and submit a resident information card to the YMCA. If the ID card is misplaced, lost, destroyed or altered, replacement of the card is required. Replacement cards may be purchased for \$5.00. Members must have their ID cards available at all times while using the Facility. Members without an ID card may not be admitted into the Facility.

AGE RESTRICTIONS

Children 10 years and under must be accompanied by an individual with a valid ID card who is at least 16 years old. Children 11 years and older may use the Facility without direct adult (16 years and older) supervision. Members between the ages of 11 and 17 years may have one guest 11 years or older per visit.

EMERGENCY CONTACTS

Emergency contact information for all Member Households must be provided to the YMCA.

MEMBER VERIFICATION

The YMCA will verify membership via homeowner information provided by La Plata or the CCA or, if the home within Cordera is being rented, by receiving a copy of the signed rental agreement from the tenant. Homeowners shall notify the YMCA when rental agreements with tenants are terminated.

CAREGIVER/NANNY

Member Households utilizing a caregiver/nanny must register the caregiver/nanny with the YMCA. The YMCA will issue an ID card to the caregiver/nanny. The caregiver/nanny may use the Facility only while supervising the children of a Member Household. Members shall notify the YMCA when a caregiver/nanny is no longer in that role. Cordera Members who provide daycare services may not bring daycare children to the pool, unless the children are members of a Member Household.

GUESTS

Each Member Household may bring up to 25 guests per year to the Facility at no charge. The YMCA will track the utilization of the 25 free guest visits. Once the 25 free guest visits are exhausted, one-day individual guest passes may be purchased for \$3 per day. Family guest passes may be purchased for \$10 per day for up to 5 guests. The number of guests per visit may not exceed six per Member Household, unless approved by the YMCA, in order to ensure the overall enjoyment and safety of the Users. The YMCA reserves the right to restrict admittance of guests if capacity or available supervision is a concern. Guests may utilize Child Watch for children ten years and under at a rate of \$4 per visit per child. A resident having a house guest(s) staying with them two weeks or longer may obtain an extended individual guest pass at a cost of \$20 per week or a family guest pass for a cost of \$40 per week.

Guests must be accompanied by a Member at all times and must have the guest sign in before using the Facility. **THERE WILL BE NO REFUNDS GIVEN FOR BAD WEATHER.**

Members are responsible for their guest's conduct, including, but not limited to, any act that results in damage to the Facility, supervision of minors, and all fees due.

Approved Cordera builders may issue temporary passes to use the Facility to individuals who have signed a contract to purchase a new home in Cordera and who meet defined eligibility criteria. Such individuals may use the Facility without being accompanied by a Member and must abide by these Operational Policies and Procedures. Such individuals are not permitted to bring guests to the Facility or reserve areas within the Facility until they become Members.

MANAGEMENT

La Plata's employees and their immediate families are permitted to use the Facility without being accompanied by a Member. Such employees and family members must abide by these Operational Policies and Procedures. Employees and family members are not permitted to bring guests to the Facility.

CHILD WATCH SERVICES

Services are provided for a maximum of two hours per day. Children six weeks thru ten years of age may be left in the care of the Child Watch staff by their parents or legal guardians only. The responsible parent or legal guardian must remain in the Facility. Daily use for up to two Member children in the same family is \$3 and \$6 for three or more Member children in the same family. A four-week Child Watch Services pass may be purchased at a cost of \$15, which covers up to two Member children in the same Member Household, or a four-week pass which covers three or more Member children in the same Member Household may be purchased at a cost of \$20. There is no limit on the number of days a Child Watch Services pass may be used during the four-week pass period, but the use is limited to two hours per day. See "Child Watch Services Policies and Procedures" for a more detailed discussion of this service.

FITNESS ROOM

Individuals under the age of 14 are not permitted in the Fitness Room, including infants in carriers, unless such individuals are participating in a YMCA-sponsored program.

ACCIDENTS

Contact a staff member immediately if there is an accident, injury or unusual incident so that the situation can be assessed and necessary intervention can be provided. Users are responsible for their own medical expenses and participate in activities at their own risk.

LOCKER ROOMS

Children over five years of age are not allowed to use the locker room of the opposite gender of the child (i.e., the child must use the locker room of the same gender of the child beginning on the child's fifth birthday).

Locks are not provided. Overnight locks are not permitted.

Management and the YMCA are not responsible for lost or stolen items.

MAINTENANCE / REPAIR / CLOSURE

The entire Facility or portions of the Facility may be closed at any time for maintenance, health and safety concerns, inclement weather, or as necessary in the discretion of Management and the YMCA.

PROGRAMS – ACTIVITIES – INSTRUCTION – EVENTS – SERVICES

Contact the YMCA for more information.

SWIMMING POOL RULES

Proper swim attire is required in the pool. Swimmers must wear bathing suits. Cut-offs, jeans, athletic or gym shorts, and street clothes are prohibited in the pool. Infants and toddlers who are not toilet-trained must wear swim diapers in the pool.

Children 10 years and under must be accompanied by an individual 16 years or older while in the pool area. Children under the age of six must have an individual 16 years or older in the water with them and be within arm's reach of such individual at all times.

Food and drinks are allowed (with the exception of glass bottles and containers) in designated areas only. No food may be brought within five feet of the pool.

Band-aids, bandages or open wounds are prohibited in the pool as they may fall off in the pool, clog the filtration system, and/or pose a health hazard to others.

Any swimmer may be tested by a YMCA lifeguard in order to assess their ability to swim in the deep end of the pool. The lifeguard reserves the right to test a swimmer's ability for safety reasons. Swim assessments will be performed during the "safety checks" which occur for ten minutes beginning at the 50 minute mark (:50) of every hour. The safety checks are provided to encourage children to use the restroom, to rest and recover, and to eat a snack and re-hydrate. The safety checks also allow the lifeguards an opportunity to scan the bottom of the pool without surface interruption, address any safety issues in and around the pool, and to provide the lifeguards an opportunity to utilize the restrooms, eat a snack and re-hydrate, as well as provide for a mental break from pool activities to keep them mentally sharp when performing their duties.

All inflatable floatation devices are prohibited in the pool. Water wings and other inflatable floatation devices are undependable, having either a tendency to deflate or the potential to flip or slip away. The YMCA provides lifejackets for use in the pool. U.S. Coast Guard approved floatation devices are also allowed. Children wearing lifejackets are allowed in the deep end of the pool, but must be accompanied by an adult in the water and within arm's reach at all times.

Diving, flips or backward entries are not allowed due to the depth of the pool. Jumping is permitted feet first and facing forward.

All individuals must walk. Running is not allowed in the pool area. Pool decks are slippery and can cause an individual to slip and fall.

Horseplay, wrestling, piggybacks, and "chicken fights" are prohibited. This type of play can result in injuries. Additionally, it is often difficult for the lifeguard to tell the difference between this type of play and a swimmer in trouble.

For safety and comfort it is important for everyone to keep their voices down and be respectful when speaking.

Kickboards, paddles and other instructional or training equipment (including barbells and weight belts) are for water exercise and swim lessons only. Water toys (e.g., soft balls, diving rings, etc.) are allowed in the pool; however, the use of such toys must not interfere with others or cause a safety risk. Management and/or the YMCA are not responsible for the disappearance, damage, or breakage of any toy or personal item(s) brought to the Facility.

The YMCA reserves the right to restrict the number of individuals allowed in the pool if usage exceeds capacity or supervision limits.

Parents accompanying small children are asked to help enforce pool rules. Lifeguards have final discretion regarding rules and policies.

Failure to follow rules may result in a suspension of pool privileges for a period of time to be determined by the YMCA.

SWIMMING POOL CLOSURE GUIDELINES

Because weather and lightning can be random and unpredictable, the Cordera Community Center has established pool closure guidelines. The head lifeguard in consultation with the building supervisor will have the authority to make the decision to close the pool.

The pool will close when the air temperature drops below 50 degrees Fahrenheit.

The pool will be cleared immediately when lightning has been sighted, thunder has been heard, or when lightning is detected by the lightning detector. The pool will be considered safe and swimmers will be allowed back in the pool 30 minutes after the last sighting or detection of lightning.

“If you see it, flee it; if you hear it, clear it.”

In addition to weather-related issues, the pool will be cleared immediately when a lifeguard is unable to clearly see all areas of the pool, including the bottom.

CHILD WATCH SERVICES POLICIES AND PROCEDURES

As a service to our Members, the Cordera YMCA Child Watch program provides on-site child watch for Members and their guests while enjoying the Facility. Management's goal is to provide a positive experience for children in a safe and secure environment during their visit to the Facility. The Child Watch Service offers interesting and age-appropriate activities implemented by well-trained Child Watch attendants.

SNACKS

Parents or legal guardians may provide a bottle, cup or juice box for their child. Such items should be labeled. Food snacks will not be provided nor should such items be brought into the Child Watch area by others due to the utilization of Child Watch by children with various food allergies.

TOYS

It is recommended that personal toys not be brought to Child Watch as Management is not responsible for lost or broken personal belongings. Items such as security blankets are permitted for comfort. All Child Watch toys are cleaned with a bleach/water solution on a daily basis according to El Paso County Health Department standards.

FOOTWEAR

All infants are required to have their feet covered in socks and/or shoes while in the Child Watch area. All mobile children must wear shoes. It is recommended that children wear closed-toe shoes for their safety. Children may be asked to remove their shoes during play on an inflatable apparatus such as the obstacle course.

ILLNESS

Child Watch staff cannot accept a child into the Child Watch area if they are exhibiting any of the following symptoms:

- Fever
- Runny nose or runny eyes with anything other than clear discharge
- Green discharge from any orifice of the body
- Diarrhea
- Cough
- Rash on any part of the body
- Vomiting in the last 24 hours

If a child has any of these symptoms, or any other communicable disease, we ask that Users refrain from bringing them to Child Watch but look forward to welcoming them back to Child Watch once he/she is healthy.

Please note that children who have been prescribed medication should complete at least 24 hours of the prescribed dosage before it is recommended that he/she return to Child Watch.

MEDICATION

No medication will be administered in Child Watch.

DIAPER CHANGE

Disposable diapers will be changed for children less than three years of age as needed during such child's stay in Child Watch. Management requests that Users bring their child in a clean diaper and provide diapers and wipes for changing.

Parents and legal guardians will be retrieved from other areas of the Facility to change diapers for children over the age of three years. Attendants will not change cloth diapers due to health and safety concerns presented with contact with fecal and urine matter.

CRYING CHILDREN

It is Management's policy to page or come and get parents or legal guardians when a child cries for ten consecutive minutes. If such a situation occurs, parents and legal guardians are encouraged to continue to bring their child to Child Watch so they may become accustomed to the environment.

Parents and legal guardians may stay with their child inside of the Child Watch area if it is necessary to acclimate their child to the environment. Parents and legal guardians will be limited to a ten minute period during which they may accompany their child. Parents and legal guardians are asked to limit care to only their children.

DISCIPLINE

Discipline at the Child Watch is based on an understanding of the individual child's needs and stage of development. The goal is to develop self-discipline, responsibility for self, and respect for others. It is based on the use of positive reinforcement, reasonable expectations, logical consequences, distraction and diversion, and if necessary, supervised removal from the group for short periods of time.

For the safety and well-being of your child and all those in Child Watch, inappropriate behavior (e.g., spitting, biting, inappropriate language, harm to self, others or property) may lead to the loss of the use of Child Watch Services. Each incident will be evaluated on a case-by-case basis.

Management's goal is to provide a positive and safe experience for all children in Child Watch.

SPECIAL NEEDS

Please see the Child Watch contact list to address a child's special needs or requirements. All matters will be taken into consideration.

ASSUMPTION OF RISK

There are inherent risks to any individual who chooses to use the Facility including, but not limited to, risks of serious physical injury or death resulting from the use of the swimming pool, participation in exercise programs or other use of the Facility. These inherent risks include the potential for bodily injury or death resulting from drowning, physical activity or exertion and participation in exercise programs or other recreational activities at the Facility. Each person who elects to use the Facility voluntarily assumes the inherent risks in doing so, and assumes responsibility for ensuring their own safety and well-being during the use of the Facility. Under no circumstances shall the Management or YMCA be held liable for any physical injury, death or loss of personal property or other belongings arising from the use of its Facility.

All persons using the Facility are urged to obtain a physical examination before engaging in any physical activity or exertion at the Facility, and should ensure that they are physically and mentally fit to engage in any physical activity before doing so. All persons using the Facility are responsible for knowing their own physical limitations, including, but not limited to, their own swimming ability, and are personally responsible for participation in any activities or programs at the Facility.

Management does not provide any form of medical coverage for Users or staff who use the Facility and Management strongly urges all Users and staff of the Facility to maintain comprehensive health insurance that provides appropriate coverage for any healthcare expenses or other costs of medical treatment resulting from any injuries that may occur. Management disclaims any financial responsibility for any medical treatment or healthcare expenses attributable to any care and treatment that may result from injuries sustained at or during the use of the Facility.

In consideration of Management furnishing services, equipment and/or the Facility for swimming and other recreational activities, each User shall sign an individual waiver and release as is requested by the YMCA before they will be permitted to participate in such activities or use such equipment and Facilities.

CODE OF CONDUCT

Disorderly conduct will result in immediate disciplinary action. Such discipline may include, but is not limited to, a suspension of a User's privilege to use the Facility for a period of time to be determined by the YMCA. If the YMCA staff deems it necessary to involve law enforcement authorities, a minimum suspension of 30 days from the Facility will be invoked.

Disorderly Conduct may include, but is not limited to the following:

- 1) Threatening, profane, indecent, coercive, abusive, offensive or disrespectful actions, gestures, words or language to staff, Members or other Users of the Facility.
- 2) Fighting (verbal or physical), scuffling, horseplay or other inappropriate behavior within the Facility or on Facility property.
- 3) Possession or consumption of alcoholic beverages within the Facility or on Facility property unless specific written permission has been given by the YMCA.
- 4) Use and possession of illegal drugs or smokeless tobacco or smoking, within or on Facility property.
- 5) Possession of weapons of any kind.
- 6) Loitering within the Facility or Facility property as deemed by staff to be destructive or offensive.
- 7) Dress code violations as defined for specific areas of the Facility.
- 8) Panhandling or solicitation of monies, goods or services.
- 9) Failing to obey any directive given by a staff person in accordance with the rules and regulations.
- 10) Theft or attempt to remove equipment or items belonging to the Facility, Members, guests or visitors.
- 11) Damage or vandalism to furniture, furnishings, equipment or the Facility.
- 12) Failure to obey posted safety rules or any other rules or regulations.
- 13) Committing illegal or criminal acts in violation of local, state, or Federal laws or regulations.
- 14) Actions or activities that annoy, inconvenience, or endanger the well-being of persons and/or property.

ENFORCEMENT OF RULES

Management and/or the YMCA staff may enforce the rules and regulations outlined in this document. In the event of disruptive behavior, Management and/or the YMCA staff may request any party to cease said conduct. If the offending party fails to cease said conduct after such request, Management and/or YMCA staff are authorized to use all reasonable and necessary means to terminate such conduct, including but not limited to, removing the offending party from the Facility and suspending the offending party's privileges to use the Facility for a period of time to be determined by Management and/or the YMCA

No refunds will be granted for programs Members may be registered in or other activities while on suspension.

MANAGEMENT RESERVES THE RIGHT TO CHANGE OR MODIFY THESE POLICIES AND PROCEDURES, AS WELL AS ANY RULES AND REGULATIONS, AT ANY TIME.

FACILITY USE AND RESERVATION POLICIES AND PROCEDURES

The Facility is an ideal venue for special events and community meetings. The large community room (“Great Room”) can accommodate a large audience and can be separated into three small group activity rooms for more intimate gatherings and meetings. The Facility may be used by Members, Management and Cordera Approved Builders in accordance with the policies and procedures established for the Facility.

The YMCA approves the use of and administers the reservation of the Facility in accordance with the general policies and procedures set forth herein. The swimming pool is not available for rent during regularly scheduled pool hours, but may be reserved for events after such hours. To inquire about reserving any part of Facility for a meeting or event, please contact the YMCA staff at 719-495-2166.

The Facility Reservation Agreement (the "Agreement") may be obtained at the Facility during regular business hours or can be obtained online at www.msihoa.com. Contact the YMCA at the Facility to obtain specific information related to reservation areas, equipment, fees, etc.

BUILDING CAPACITY, RENTAL ITEMS AND AVAILABILITY

The building is designed as “A3” Assembly Occupancy, and as such, the total occupancy cannot exceed 296 persons.

The Great Room (Approx. 2,030 sq. ft. with a 10’ ceiling, 28’ at peak center) has a capacity of 150 people theatre-style or 72 – 96 people banquet-style, not to exceed a total occupancy of 200 people.

Each Small Group Activity Room (Approx. 667 sq. ft.) has a capacity of 50 people theatre-style or 36 people banquet-style, not to exceed a total occupancy of 50 persons.

ON-SITE FACILITIES EQUIPMENT:

Tables and chairs

120 Stacking Chairs

12 - 5’ Round Banquet Folding Tables (seats 6-8)

12 - 6’ Rectangular Folding Tables

Overhead projector with DVD or VGA input

Retractable projection screen

Multi-zoned sound system with CD, wireless and standing microphones

Theatrical lights

Lectern

Portable stage – 6 pieces, each piece is 4’ x 8’

Portable steps

Pipe and drape

Broadband Wi-Fi Internet access

Warming kitchen

FACILITY RESERVATIONS

Rental hours for the Great Room or Small Group Activity Rooms are flexible and are dependent on staff and room availability. Overnight events are allowed subject to the above limitations.

Rental hours for the swimming pool, patio area and decks during summer hours are as follows:
Monday through Saturday - 7:00 p.m. – 11:00 p.m. *
Sunday – 6:00 p.m. – 11:00 p.m.

* Start time delayed to 8:00 p.m. for evenings that the pool closes at 8:00 p.m.

Room, pool, patio area and deck reservations are taken on a space-available basis.

Hours and availability are subject to change without notice. The YMCA reserves the right to limit the duration of a reservation if appropriate. The YMCA reserves the right to cancel any event that has not commenced two hours after the start of the reservation.

Members, Management and approved Cordera builders may reserve rooms, the pool, patio area and the decks at the Facility, on a space available basis, during the times noted above.

The Great Room and Small Group Activity Rooms can be reserved at no cost during the time the event occurs during Regular and Summer business hours. If the time of the event, including clean-up hours as noted below, exceeds Regular or Summer hours, a Facility Fee of \$25 per hour will be charged. A Pool Fee of \$50 per hour will be charged for the time an event is reserved. The YMCA will determine the number of lifeguards required for an event which may result in additional fees. To secure a reservation, an Agreement must be completed and submitted to the YMCA. If the event takes place during Regular or Summer hours, other non-reserved areas of the Facility will continue to operate normally. Groups should schedule their set-up to begin no earlier than 7:00 a.m. and clean-up must be complete within one hour after the event ends. No one may stay in the Facility past this time. The YMCA or Management shall not be responsible for any interruptions of events. An Event Monitor(s) provided by the YMCA may be required depending on, but not limited to, the time, size and type of event. If an Event Monitor(s) is required, a fee of \$12 per hour per Event Monitor will be charged. The YMCA will determine the number of Event Monitors required for an event.

Reservation hours should include set-up and clean-up time. An additional charge may be assessed for any time an event exceeds the time reserved. The additional charge may include a Facility Fee, Pool Fee and/or Event Monitor(s) Fee, as applicable. Such fees will be charged in one-hour increments.

All estimated charges and fees shall be paid to the YMCA prior to the reserved event. If actual fees exceed estimated fees, User shall pay the YMCA the difference within five days of the YMCA invoice date.

The Facility shall be used only for the purpose set forth in the Agreement and User may only use the areas reserved for use during the approved time.

Delivery of supplies and/or equipment, table settings, chairs and other items related to the event will not be accepted at the Facility prior to the reserved time of the event set forth in the Agreement, unless prior arrangement has been made with the YMCA. Keys to the Facility shall not be issued to any User under any circumstances. Management and/or the YMCA are not responsible and/or liable for any items left at the Facility.

To request a time change for an event, Users shall contact the YMCA immediately. The YMCA reserves the right to deny any requested time changes and a time change may not be considered unless submitted at least 48 hours prior to the scheduled event.

The YMCA reserves the right to limit or change the space and times reserved for events based on the size of the event, the estimated number of participants or guests, the activities to be conducted during the event or other relevant factors.

The Facility is closed on observed holidays as noted herein.

RESPONSIBILITIES OF USERS

- a) Users shall have responsibility for conduct and welfare of all persons attending an event and using the Facility during the reserved time or use period and for all damages and costs as more fully set forth in the Agreement. Attendees of an event should, for the most part, remain in the area(s) reserved for the event. For Member Community Use events, each Member is responsible for their own conduct and for all damages and costs incurred as a result of their actions.
- b) Users must agree to fully and promptly obey any and all lawful orders given by the Police Department, Fire Department, Management or YMCA.
- c) If police assistance is required, the event will be closed immediately, and the security deposit will be forfeited to the Facility.

INDEMNIFICATION

The User shall indemnify, defend and hold harmless Management and the YMCA as more specifically set forth in the Agreement.

INSURANCE

- a) Any User in whose name the Facility or any portion thereof is reserved shall be liable for any and all property damage and loss to any portion of the Facility arising out of the use or operation of the Facility by the User or User's representatives, or any acts or omissions of User or any third party who attends or participates in any event or function hosted in the Facility by the User. For Member Community Use events, each Member is responsible for their own conduct and for all damages and costs incurred as a result of their actions.

- b) As a condition of the YMCA entering into the Agreement and User's use of the Facility, User may be required to provide liability insurance coverage in such form and manner as the YMCA, in its sole discretion, shall require. The minimum general liability limits of insurance coverage required will be based on various factors including, but not limited to, the size of the event, number of anticipated participants or guests, the activities to be conducted during the event, and the extent, if any, to which alcohol will be served or made available during an event. In its discretion, the YMCA may require the User to provide one of the following:
- 1) a copy of the Declarations page of User's current homeowners or renters insurance policy reflecting third-party liability insurance coverage in an amount at least equal to \$100,000 per person/\$300,000 per accident;
 - 2) a separate liability policy covering the proposed event or a rider to an existing policy affording such event coverage; or
 - 3) a Certificate of Insurance in an amount and form acceptable to the YMCA which may include an endorsement naming the YMCA and Management as additional insureds.
- c) If required, User shall provide valid proof of insurance to the YMCA no later than 10 business days prior to the scheduled event. Failure to provide proof of insurance required by the YMCA in accordance with these policies and procedures shall void the Agreement and will result in cancellation of the event. Under such circumstances, the User agrees that the YMCA and Management shall not be liable for any consequential losses, damages or expenses arising from the cancellation of the event.
- d) The User, on behalf of itself, its assigns, heirs, representatives and liability insurance carriers, hereby agrees to waive any right of subrogation or contribution that it may have against Management and the YMCA or any of its representatives or agents for any claims, demands, damages or losses arising in any way out of or in connection with the event or activity for which User rents or uses the Facility.

EVENT SUPERVISION AND SECURITY

- a) The User named in the Agreement must be present (on-site) for the entire function, including set-up, during the function and clean-up.
- b) Event security may be required at any event, whether or not alcohol is served.
- c) If required to have security present at an event, the User must provide proof of an agreement with a licensed security firm acceptable to the YMCA in its sole discretion at least 30 days prior to the event.

- d) If required to have security, personnel must be in uniform, patrol both the inside and outside of the Facility, control all problems and be present the entire time User and User's guests are present.
- e) Adult chaperones are required for any youth activities and minors must be supervised at all times. A list of chaperones must be submitted to the YMCA no less than five business days prior to the event and must include addresses and telephone numbers for all chaperones.

ALCOHOLIC BEVERAGES

- a) No alcoholic beverages shall be sold at any time in the Facility or on Facility grounds.
- b) Alcoholic beverages are not allowed to be brought to or consumed at the Facility, with the exception of reserved events.
- c) Consumption of alcoholic beverages at a reserved event is limited to the reserved Facility areas as noted in the Agreement and shall not be brought into other areas of the Facility.
- d) Alcoholic beverages are not allowed at the pool or patio area at any time.
- e) Alcohol may be consumed only in accordance with applicable Federal, state and local laws and regulations.
- f) Use of alcohol is permitted only with prior written approval of the YMCA, but User shall be solely responsible for consumption and use of alcohol and for any situations involving persons leaving the Facility while under the influence of alcohol.
- g) For any reserved event that requires a permit for alcohol from an appropriate government agency, a copy of the permit must be delivered to the YMCA no less than ten days prior to the event. The alcohol permit must be prominently displayed during the event.
- h) At no time may alcohol be served to minors and alcohol may not be served at reserved events that are designed for youth under 21 years of age.
- i) No alcohol may be opened or consumed prior to the designated starting time of the event and no alcohol may be consumed during set-up or clean-up.
- j) No open containers of alcohol may be removed from the Facility. The User may remove unopened containers. Open containers must be placed in designated receptacles.
- k) Unless indicated in the Agreement that alcoholic beverages will be served at a reserved event, no alcoholic beverages may be present in the Facility or on adjacent Facility property.
- l) Violation of any provisions regarding use of alcohol will result in immediate termination of the reserved event and forfeiture of all deposits.

DECORATIONS AND SET-UP

- a) Temporary signage is permitted only during the time of the contracted use and in the designated areas defined in the Agreement, and as only approved by the YMCA.
- b) User may not attach anything to walls, ceilings, floors, furniture or fixtures unless a request is made and is pre-approved by the YMCA.
- c) All set-up and takedown of decorations are the sole responsibility of User.
- d) No staples, tacks, pins, nails or glue are allowed.
- e) Helium balloons must be anchored and removed after the event.
- f) No candles, with the exception of birthday candles, or open flame devices are allowed.
- g) No rice, bird seed, confetti or any other such items shall be allowed in the Facility or on any Facility property.
- h) Set-up times must be cleared with the YMCA.
- i) Prior to any set-up and after clean-up, User will review and sign a facility checklist with the YMCA.

GAMBLING AND FUNDRAISING

- a) No fundraising activities and/or functions are permitted on the premises unless preapproved in writing by the YMCA.
- b) No gambling, raffles, bingo or unlicensed games of chance shall be permitted in the Facility or adjacent Facility property.

ON-GOING FACILITY USE

Applications for ongoing use of the Facility will be considered on a case-by-case basis. If ongoing use of the Facility is approved, one security deposit will be held on account with the YMCA for Users with regularly scheduled events, unless it is a Member Community Use event, in which case no security deposit shall be required. Upon request of the User, the security deposit will be refunded, without interest, at the end of the reservation.

FAILURE TO COMPLY

Users agree to abide by the Terms of the Agreement. Violation of these policies and procedures, and any other Facility policies and procedures, any Federal, state or local laws, or misuse or abuse of the Facility, furniture, furnishings, equipment or grounds will, in addition to actual damages, result in the forfeiture of the security deposit and possible denial of a request to use the Facility in the future.

APPLICATION FOR USE AND RESERVATION PROCEDURES

- a) Reservations are on a first-come, first-reserved basis and may be made up to twelve months prior to the date of intended use.
- b) Telephone inquiries will be accepted, but an inquiry shall NOT be considered a confirmed reservation. Telephone reservations are not confirmed or effective until the security deposit has been paid and the Agreement has been completed, submitted and approved by the YMCA.
- c) The security deposit is payable in full and must accompany the Agreement. No application will be considered without such payment.
- d) All estimated Facility, Pool, and Event Monitor(s) fees must be paid to the YMCA prior to the reserved event.
- e) The Agreement is not approved until signed by the YMCA.
- f) Upon approval, a copy of the Agreement shall be returned to the User and shall serve as the User's identification at the time of the use. Access to the Facility may be denied unless the User provides an approved and signed Agreement at the time of the event.
- g) All checks or money orders shall be made payable to the YMCA and will be held through the date of the event.
- h) Additional charges and fees are due to the YMCA within five days of the date of invoice.

SECURITY DEPOSIT

- a) A \$200 security deposit will be charged and collected in advance in accordance with the terms of the Agreement.
- b) The security deposit may be deposited by the YMCA upon receipt.
- c) The security deposit, less any damages, cleaning costs or other charges incurred as a result of the use, will be refunded by the YMCA within 15 days following the event as long as there has been no damage to Facility, extra cleaning is not required, and the User has complied with all terms of the Agreement. Payment will be made by YMCA check to the User making the reservation or, if not deposited, the original User check will be returned. If the cost of any damages and cleaning exceed the amount of the deposit, the User will be billed for the additional amount and shall be payable within 5 days of the invoice. The determination of the assessment of additional charges shall be at the discretion of Management and/or the YMCA.
- d) The security deposit does not represent a limit on the damages for which the User may be responsible.

CANCELLATIONS

An administration fee of up to \$50, at the sole discretion of the YMCA, shall be charged and deducted from the security deposit for reservations cancelled within 48 hours of a scheduled event. If a scheduled event is cancelled at least 48 hours prior to the reservation date, then the entire security deposit will be refunded.

EVENT MONITORS

- a) YMCA will have the right to have an Event Monitor(s) on duty during all events.
- b) The Event Monitor is authorized to close the Facility and end the event for failure to comply with these Operational Policies and Procedures, any other Facility policies and procedures and the terms of the Agreement.
- c) Users shall neither negotiate with, nor pay the Event Monitor(s) or any other YMCA staff, a fee or gratuity directly for any services rendered.
- d) The Event Monitor(s) has the authority to act on behalf of the YMCA in enforcing these Operational Policies and Procedures and the terms of the Agreement. If necessary, the Event Monitor(s) will stop the serving of alcohol and/or terminate the event. The Event Monitor(s) may request police assistance at any time to provide for User security, protect the Facility from abuse, enforce the Agreement, and enforce the Facility rules and regulations or for any other reason.

CLEAN-UP

- a) All clean-ups must take place immediately following the event.
- b) User is solely responsible for cleaning the Facility and returning it to the YMCA in the same condition it was in prior to use. The YMCA staff and/or Event Monitor(s) shall determine what clean-up work needs to be done which may include:
 - 1) vacuuming, mopping, sweeping, cleaning and removing all trash from the reserved area and placing it in designated receptacles located on the south side of the parking lot;
 - 2) reviewing and signing the Facility Checkout Sheet with the YMCA staff and/or Event Monitor prior to departure. Failure to review the Facility Checkout Sheet and obtain the signature of the YMCA staff and/or Event Monitor will be at the sole risk of the User.
- c) User will be responsible for the cost of any clean-up and/or repairs caused by User's failure to leave the Facility in the same condition as was delivered to User. Any such cost will be deducted from the security deposit. In the event such costs are in excess of the security deposit, the User will be billed for the balance. Payment shall be made within 5 days of the invoice date.

USE OF EQUIPMENT AND FURNITURE

- a) Use of Facility equipment and furniture in common areas is permitted.
- b) User is expected to exercise care and supervise such use by their guests.
- c) The YMCA will charge the User for unauthorized use or damage of Facility furniture, furnishings and equipment.
- d) Access to the Cordera Experience office, and its equipment, is not available to Users.
- e) No fixed equipment, furniture and furnishings shall be moved or altered in any way by the User.
- f) Furniture, furnishings and equipment located in the Facility is not available for loan, rent or use off of the premises by any person or organization.

MUSIC AND AMPLIFIED SOUND

- a) Use of amplified sound system is subject, at all times, to the applicable noise ordinance restrictions of the City of Colorado Springs.
- b) Use of the exterior sound system speakers at the Facility must conclude no later than 11:00 p.m. This includes the decks, pool area and main entrance.
- c) The YMCA will be the final authority on whether the noise level, inside or outside of the Facility, is a nuisance.
- d) Sound must be turned down at the request of the Event Monitor or YMCA and failure to cooperate may result in termination of the event and closure of the Facility.

FACILITY RESERVATION AGREEMENT TERMINATION

- a) The YMCA and/or Management reserves the right to terminate any Agreement at any time for any reason the YMCA and/or Management deems necessary, including, but not limited to: failure to observe any rules, regulations, policies and procedures of the Facility, fighting, vandalism, or improper conduct, misuse or abuse of the Facility, violation of laws, advertising an event prior to approval of an application, exceeding building capacity, giving incomplete or incorrect information regarding the nature of the event or number in attendance, or not being in possession of any required permits.
- b) If a scheduled event is cancelled for any such reason, no refund of fees and/or the security deposit will be given.
- c) The YMCA reserves the right to terminate the Agreement when the Facility is needed for emergency, in which case all fees and the security deposit will be returned. Management or the YMCA shall have no liability to the User for any such cancellation other than as set forth above.

SUMMARY OF USER CATEGORIES

MEMBER PERSONAL USE

Members may reserve and use the Facility or portions thereof up to three times on a calendar year basis for meetings, receptions, parties or other similar activities at no charge. A fee shall be charged for uses in excess of three times in a calendar year (“Excess Rentals”). Members reserving the Facility must abide by these Operational Policies and Procedures and are responsible for any damages and extra cleaning charges incurred as a result of these activities. Excess Rentals will be subject to Facility, Pool and Event Monitor Fees in accordance with the standard reservation policies. A security deposit must be paid at the time of presenting the executed Agreement in accordance with these policies for such events. The YMCA reserves the right to cancel any event that has not commenced within two hours of the reservation start time. For a detailed description of fees assessed when reserving areas in the Facility, please reference the Fee Schedule below.

MEMBER COMMUNITY USE

Organizations or clubs that are established to foster community spirit in Cordera may reserve and use the Facility or portions thereof at no charge (“Member Community Use”). For purposes of this type of reservation, Member Community Use is defined as any meeting, gathering or event that is attended by Cordera residents only. Events where one or more non-Cordera residents attend should be reserved in accordance with the Member Personal Use policy as noted above. There are no stated limitations on the number of times the Facility may be reserved for Member Community Use; however, the YMCA reserves the right to limit or alter usage and reservation times if the reservations become excessive relative to actual usage or space used or, in general, if the reservations are abused. A security deposit will not be required for Member Community Use but members reserving and using the Facility must abide by these Operational Policies and Procedures and are responsible for any damages and extra cleaning charges incurred as a result of their activities. Member Community Use reservations will be subject to Facility, Pool, and Event Monitor Fees. The YMCA reserves the right to cancel any event that has not commenced within two hours of the reservation start time.

MANAGEMENT USE

Management, Management sponsored groups, and the YMCA may reserve and use the Facility or portions thereof for meetings, receptions, parties or other similar activities, at no charge and with no security deposit required.. Management and the YMCA must abide by these Operational Policies and Procedures and are responsible for any damages and extra cleaning charges incurred as a result of these activities. Employees of Management and the YMCA may not reserve the Facility or portions thereof for personal use.

APPROVED CORDERA BUILDER USE

Approved Cordera Builders, as determined by La Plata Communities, may reserve and use the Facility or portions thereof up to four times on a calendar year basis for meetings, receptions, parties or other similar activities at no charge. Approved Cordera Builder Use reservations will be subject to Facility, Pool, and Event Monitor Fees and a security deposit must be paid in accordance with these policies for such events. Approved Cordera Builders reserving the Facility must abide by these Operational Policies and Procedures and are responsible for any damages and extra cleaning charges incurred as a result of these activities.

FEE SCHEDULE

Category	Security Deposit	Reservations (Per Calendar Year)	Facility Fee (After Hours)	Pool Fee (After Hours)	Event Monitor Fee	Excess Rental Fee (Per Hour)	Additional Cleaning Fee
Member Personal Use	\$200.00	Three	\$25 per hour Event Monitor(s) may be required	\$50 per hour If over 50 people, additional \$12 per hour for every 25 people	\$12 per hour per Event Monitor	\$25.00 – Small Activity Room \$60.00 – Multi-Purpose Room \$25.00 – Pool, Patio Area, Decks, Internet Café	Based on additional cleaning requirements
Member Community Use	None	No limit	\$25 per hour Event Monitor(s) may be required	\$50 per hour If over 50 people, additional \$12 per hour for every 25 people	\$12 per hour per Event Monitor	N/A	Based on additional cleaning requirements
Management User	None	No limit	N/A	N/A	N/A	N/A	Based on additional cleaning requirements
Approved Builder Use	\$200.00	Four per Builder	\$25 per hour Event Monitor(s) may be required	\$50 per hour If over 50 people, additional \$12 per hour for every 25 people	\$12 per hour per Event Monitor	N/A	Based on additional cleaning requirements

INTERNET POLICY

PLEASE READ BEFORE USING THE FACILITY'S COMPUTERS AND/OR WIRELESS NETWORK

A wireless network and public access computers are available at the Facility for Members to use.

The wireless network and the two public access computers are connected to the Internet. The Internet is a worldwide computer network that provides access to a massive body of information. Internet users should be aware that errors, intentional misinformation and offensive materials are sometimes posted on the Internet. Management and the YMCA have no control over the content of the Internet and cannot be held responsible for what the user sees when accessing the Internet.

Management and the YMCA will make every reasonable effort to protect the individual rights and the privacy of its patrons. However, access to and use of the public access computers and wireless network at the Facility is a privilege. In order to continue to exercise this privilege, Internet users may not misuse the computers and network.

Use of the two public access computers is on a first-come, first-served basis. If other persons are waiting to use a computer, a 15-minute time limit will be imposed.

Installation, downloading or modification of software is not permitted nor may personal equipment be attached to the computers.

Misuse of the computer and network will result in the loss of computer and network privileges, potential loss of Facility privileges and possible prosecution by local, state or Federal authorities. Such misuse includes, but is not limited to, using the computers and/or network for unlawful or illegal activities such as sending, receiving or displaying child pornography; hacking into any computer system; damaging or attempting to damage computer equipment or software; interfering with system operations; altering or attempting to alter Management's or the YMCA's computer's settings at the Facility; stalking or otherwise harassing others; invading the privacy of others; and violating copyright laws and software licensing agreements. In addition, the computer may not be used for Internet chat. Since Management and the YMCA intend to foster a family environment at the Facility, displaying, uploading, transmitting or accessing any form of pornography, obscene or sexually explicit material or obscene, abusive or sexually explicit language is strictly prohibited.

Like all Facility patrons, Internet users are expected to follow the guidelines for appropriate behavior in the Facility.

Parents/guardians must assume full responsibility for Internet use by their child(ren) as Management and the YMCA cannot act in the place of parents at the Facility. It is the responsibility of parents/guardians to set family standards and values and decide which resources are appropriate for their own children; Management and the YMCA do not accept this responsibility. Parents/guardians are strongly urged to work with their children to develop rules for acceptable Internet use and inform them about materials they should not use. Web sites such as “Child Safety on the Information Highway”(www.safekids.com) provide information on safe surfing. The Facility does not use filtering or tracking software on its computer stations. Parents, who are concerned about the content of material accessible on the Internet, should personally supervise their child(ren)'s use of the Internet. Management and the YMCA are not responsible for monitoring or guiding children's use of the Internet.

In no event shall Management or the YMCA be liable to any user of the computer or network nor any third party for any direct, indirect, special or consequential damages or actions related to use or misuse of computer and network, even if Management and/or the YMCA were advised of the possibility of such damages.

IN CONSIDERATION FOR THE PRIVILEGE OF USING THE FACILITY COMPUTER AND/OR NETWORK AND FOR HAVING ACCESS TO THE INFORMATION ACCESSED THROUGH THE INTERNET, THE USER HEREBY RELEASES AND HOLDS HARMLESS MANAGEMENT, YMCA, ITS GOVERNORS, OFFICERS, EMPLOYEES, MEMBERS, VOLUNTEERS AND REPRESENTATIVES, FROM ANY AND ALL CLAIMS, LIABILITY OR RESPONSIBILITY FOR DAMAGES OR INJURY ARISING EITHER DIRECTLY OR INDIRECTLY FROM THE USE OF THE COMPUTER AND/OR NETWORK, INCLUDING, BUT NOT LIMITED TO THE INTERNET, WHETHER CAUSED OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF THE CCC, ITS GOVERNORS, OFFICERS, EMPLOYEES, MEMBERS, VOLUNTEERS AND REPRESENTATIVES.