

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
PARKS AND AMENITIES PRIVATE RENTAL RULES AND REGULATIONS**

The Board of Directors of The Aurora Highlands Community Authority Board (the “**CAB**”) hereby declares that the following Parks and Amenities Private Rental Rules and Regulations (“**Private Rental Rules and Regulations**”) have been prepared and adopted to provide for the private rental of the Parks and Amenities of the CAB (collectively, the “**Parks and Amenities**”).

These Private Rental Rules and Regulations shall be effective as of the date of their adoption.

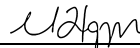
From time to time, the CAB may amend the rates, fines, and fees contained in the Private Rental Rules and Regulations following approval by a majority of the Board by posting documents substantially in the form as **Exhibit A** (the “**Fee Schedule**”) as it may be amended or updated from time-to-time, on the CAB website. The Fee Schedule shall be effective as of the date of its adoption.

The Board of Directors hereby finds that these Private Rental Rules and Regulations are reasonably necessary for the administration, protection, and maintenance of the Parks and Amenities.

The Board of Directors expressly reserves the right to make any lawful addition and/or revisions in these Private Rental Rules and Regulations when and as they may become advisable to promote the peace, health, safety and welfare of the people owning property in or residing in the CAB. These Private Rental Rules and Regulations are supplementary to, and are not to be construed as, any abridgement of any lawful rights of the Board as outlined in the Colorado Revised Statutes.

Adopted this 20<sup>th</sup> day of March 2025.

**THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD**

By:   
President

Attest:

*Denise Denslow*  
Secretary

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**  
**PARK AND AMENITIES PRIVATE RENTAL RULES AND REGULATIONS**  
**ARTICLE I. INTRODUCTION**

The Board of Directors of The Aurora Highlands Community Authority Board (the “CAB”) hereby declares that the Parks and Amenities Private Rental Rules and Regulations (“**Private Rental Rules and Regulations**”) have been prepared and adopted to provide for the private rental of the Parks and Amenities of the CAB (collectively, the “**Parks and Amenities**”).

The Private Rental Rules and Regulations shall be effective as of the date of their adoption.

From time to time, the CAB may amend the rates, fees and fines contained in the Private Rental Rules and Regulations following approval by a majority of the Board by posting documents substantially in the form as **Exhibit A** (the “**Parks and Amenities Rental Fee Schedule**”), as it may be amended or updated from time-to-time, on the CAB website. The Parks and Amenities Rental Fee Schedule shall be effective as of the date(s) of their respective adoption.

The Board of Directors hereby finds that these Private Rental Rules and Regulations are reasonably necessary for the administration, protection, and maintenance of the Parks and Amenities. These Private Rental Rules and Regulations reasonably restrict or limit the use of the Parks and Amenities as to time, manner, or permitted activities and prohibit activities or conduct within the Parks and Amenities which may be reasonably expected to substantially interfere with the use and enjoyment of such places by others or which may constitute a general nuisance.

The Board of Directors reserves the right to make any lawful addition and/or revisions in these Private Rental Rules and Regulations when and as they may become advisable to promote the peace, health, safety, and welfare of the people owning or residing in the CAB’s Service Area. These Private Rental Rules and Regulations are supplementary to, and are not to be construed as, any abridgement of any lawful rights of the Board as outlined in the Colorado Revised Statutes.

**ARTICLE II. PARKS AND AMENITIES PRIVATE RENTAL RULES AND REGULATIONS**

**A. BLOCK OUT DATES**

1. The Parks and Amenities will not be available for private rental on the following holidays:

New Year’s Day	January 1
Martin L. King Jr.’s Birthday	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19

Independence Day	July 4
Labor Day	1st Monday in September
Indigenous Peoples Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

## **B. PROCEDURE TO SECURE PRIVATE RENTAL OF THE PARKS OR AMENITIES**

1. The Parks and Amenities are available to all people who own real property or reside within the CAB Service Area (collectively “**CAB Members**,” individually each a “**CAB Member**”) and members of the general public (collectively “**Non-CAB Member**,” individually each a “**Non-CAB Member**”) for private social functions only with a CAB-approved application and as provided for in these Private Rental Rules and Regulations. The area available for a private reservation consists of Wing Melody Park (Full Park), Wing Melody Park (South End), Carousel, and UMI/Hogan Park, First Light Park, Starlight Terrace Park, Sunset Meadows Park and Sunlit Park.

2. The Applicant shall complete the Form To Request Use of Park or Amenities attached hereto as **Exhibit B** (the “**Application Form**”) and shall submit the completed Application Form to the Community Manager at [tahreservations@timberlinedc.com](mailto:tahreservations@timberlinedc.com). Note the Application Form needs to include the names and contact information for Vendors to be included in the event. The CAB has a list of pre-approved Vendors on the CAB website for dumpster rental and porta-potty rental.

3. The Parks contains sod and sprinkler systems which can be expensive to repair. The following can increase the risk of possible damage to the sprinkler systems and so must be disclosed on the Application Form and an increased Security Deposit will be required and will be returned if no damages occur during the rental: Tents with stakes or any other structure or lawn furniture that is to be staked, food trucks that are to be parked other than in the cul-de-sac in Winged Melody Park or the first parking lot near Winged Melody Park, or concerts with equipment to be brought in or out or located in the Parks.

4. The Community Manager will review the Application Form and will confirm whether the selected Park and Amenities are available for the dates and hours indicated on the Application Form. If not available, the Community Manager will so advise the Applicant. If available and the Application is approved, the Community Manager will complete the Agreement For Private Rental Of Recreational Amenities in the form attached hereto as Exhibit C with the relevant information on the Application Form submitted by the Applicant and will forward to the Applicant (the “**Pending Agreement**”).

5. Please review the Pending Agreement carefully as it contains terms and conditions for the private rental that incorporate herein by referenced and are not restated here to avoid duplication.

6. The Applicant will have five (5) business days from receipt of the Pending Agreement to execute the Pending Agreement and return it to the Community Manager with payment in full of the Security Deposit and the Rental Fee as set forth in the Pending Agreement.

7. Upon receipt of the executed Pending Agreement and payment of the Security Deposit and the Rental Fee, and TULIP Fee (if applicable as the TULIP Fee is only required if alcohol is to be served) the Community Manager will execute the Pending Agreement and return it to the Applicant (the “**Executed Rental Agreement**”).

8. Upon receipt of the Executed Rental Agreement, the Applicant will have a confirmed reservation for the private rental of the Park and Amenities as set forth in the Executed Rental Agreement.

9. Whether to approve or deny an Application is within the CAB’s sole discretion and may be based on reasons, including but not limited to, conflicting CAB events, lack of space or availability, scheduled maintenance of the Park or Amenities or an Applicant’s failure to pay amounts otherwise owing to the CAB.

10. Applications cannot be submitted more than six (6) months in advance of the proposed reservation date.

(a) If alcohol is to be served at the event, the applicant shall pay the Tenant Usage Liability Insurance Policy (TULIP) Fee.

### **C. PROCEDURES DURING THE EVENT**

1. An Event Guide is available on the CAB website for additional information on the Parks and Amenities.

2. The Applicant must be in attendance at all times during the event. The Applicant is responsible for the conduct of all guests.

3. The Applicant will be responsible for compliance with the provisions of the Executed Rental Agreement and the Rules and Regulations of the CAB.

4. The Applicant is responsible for ensuring that all vehicles are properly parked. Improperly parked vehicles may be towed at the owner’s expense.

### **D. PROCEDURES FOLLOWING THE EVENT**

1. The Applicant will be responsible for compliance with the provisions of the Executed Rental Agreement and the Rules and Regulations of the CAB.

### **E. GENERAL OPERATION RULES AND PROCEDURES**

1. The CAB has contracted with the Community Manager for the administration, operation and oversight of the Parks and Amenities. Any inquiries pertaining to

the operation and/or management of the Parks and Amenities should be directed to the Community Manager, whose contact information is available on the CAB's website.

2. The CAB is not responsible for lost or stolen articles.

3. The CAB is not responsible for any accident or damage to persons or property occurring on property owned and operated by the CAB, including but not limited to, the Parks and Amenities.

4. Notwithstanding any provision to the contrary in these Private Rental Rules and Regulations, nothing herein shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to CAB under the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as amended.

## EXHIBIT A

### THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD PARKS AND AMENITIES PRIVATE RENTAL RULES AND REGULATIONS RENTAL FEE SCHEDULE FOR 2025

Fees shall be assessed for CAB Member Private Renters as follows:

Park and Amenities 2025 CAB User Fees Inside CAB Service Area								
Cost/Detail	Whole Winged Melody Park (w/o Carousel)	South End Winged Melody Park (w/o Carousel)	Carousel only	UMI/Hogan Park	First Light Park	Starlight Terrace Park	Sunset Meadows Park	Sunlit Park
Labor (2 operators @ \$25/hour)			\$50.00					
Electricity								
Insurance/TULIP	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Security Deposit	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
Safety Inspection								
Walk Thru/Set up								
Rental Fee per Hour	\$250.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
User Fees Imposed by Others								
Admin Fee								
Resident/Homeowner Fee (Total Fee less Security Deposit)	\$250.00	\$50.00	\$100.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

TULIP Fees are required only for events where alcohol will be served. In no event shall applicants or their guests, either directly or by contracting with a third-party, sell alcohol on CAB property or within Parks and Amenities.

°To be paid in certified funds, by credit card or through online CAB account.

Fees shall be assessed for Non-CAB Member Private Renters as follows:

Parks and Amenities 2025 Outside CAB Service Area User Fees								
Cost/Detail	Whole Winged Melody Park (w/o Carousel)	South End Winged Melody Park (w/o Carousel)	Carousel only	UMI/Hogan Park	First Light Park	Starlight Terrace Park	Sunset Meadows Park	Sunlit Park
Labor (3 operators @ \$25 per hour)			\$75.00					
Electricity	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Insurance/TULIP	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Security Deposit	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Safety Inspection								
Walk Thru/Set up								
Rental Fee Per Hour	\$250.00	\$50.00	\$50.00	\$250.00	\$50.00	\$50.00	\$50.00	\$50.00
User Fees Imposed by Others			\$130.00					
Admin Fee	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Useful life*	\$850.00		\$850.00					
OCAB Fees (Total Fee less Security Deposit)	\$1,375.00	\$325.00	\$1,380.00	\$525.00	\$325.00	\$325.00	\$325.00	\$325.00

\*TULIP Fees are required only for events where alcohol will be served. In no event shall applicants or their guests, either directly or by contracting with a third-party, sell alcohol on CAB property or within Parks and Amenities.

°To be paid in certified funds.

**EXHIBIT B**

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
FORM TO REQUEST USE OF PARKS AND AMENITIES**

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Check One    ☐ Owner or Resident        ☐ Non-owner and Non-resident

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**The following use type is requested** (check applicable boxes):

☐ Entertainment Event    ☐ Concert    ☐ Conference    ☐ Class    ☐ Trade show  
☐ Other \_\_\_\_\_ ☐ Party

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**Location of request:**

☐ Winged Melody Park (full)                      ☐ Winged Melody Park (South)  
☐ Carousel                      ☐ UMI/Hogan Park                      ☐ First Light Park  
☐ Starlight Terrace Park                      ☐ Sunset Meadows Park                      ☐ Sunlit Park

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**Activities included in the request:**

☐ Vending    ☐ Food Sales                      ☐ Alcohol (Permit required )                      ☐ Tent w/ stakes  
☐ Carousel Operation                      ☐ Food trucks to be located in designated areas  
☐ Food trucks to be located outside of designated areas                      ☐ Concert Equipment  
☐ Structures or Lawn Furniture w/ stakes

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Number of Attendees: \_\_\_\_\_ Date: \_\_\_\_\_  
Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

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Please provide a detailed description of the Event with details on set up, usage, and breakdown of event:

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**List of Vendors and Vendor Contact Information:**

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**Alternate Contact Information:**

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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**For Internal Use only:**

**ACTION:**    ☐ **Approved**                      ☐ **Approved subject to:**                      ☐ **Denied because:**

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**Approved By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## EXHIBIT C

### THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD AGREEMENT FOR PRIVATE RENTAL OF RECREATIONAL AMENITIES

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#### FOR RESERVATION OF FACILITIES:

Please complete all requested information and return this Agreement (“Rental Agreement”) with payment of the Security Deposit and Rental Fees set forth below to:

[tahreservations@timberlinedc.com](mailto:tahreservations@timberlinedc.com) as Community Manager to The Aurora Highlands Community Authority Board (the “CAB”).

Reservation of the Recreation Amenities (defined below) will be considered complete once the signed Agreement is received with the payment of the Security Deposit and the Rental Fees. The CAB will notify the Rental Party (defined below) by email when the reservation is confirmed.

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#### RENTAL TERMS AND CONDITIONS:

a. For purposes of this Agreement, the “Recreation Amenities” includes - (Check box):

- ☐ Winged Melody Park (Full)
- ☐ Winged Melody Park (South End)
- ☐ Carousel
- ☐ UMI/Hogan Park
- ☐ First Light Park
- ☐ Starlight Terrace Park
- ☐ Sunset Meadows Park
- ☐ Sunlit Park

b. Date and Hours – (Check box):

- ☐ Day of the Week \_\_\_\_\_
- ☐ Date \_\_\_\_\_
- ☐ Start Time \_\_\_\_\_ End Time \_\_\_\_\_

c. Rental Fees and Security Deposit to be paid for the Recreation Amenities noted above:

- (i) Total Amount Due With Delivery of Executed Agreement –  
(\$\_\_\_\_\_ per/hour x \_\_\_\_\_ hours = \$\_\_\_\_\_ in Rental  
Fees plus \$\_\_\_\_\_ Security Deposit)

d. Additional Fees May Apply:

- (i) If the Carousel use extends beyond the hours indicated in this Rental Agreement, including time used for set-up or clean-up, the additional time will be billed at the hourly rate for the Carousel.
- (ii) If items are not removed the day of the rental, a \$150 daily storage fee will be charged.
- (iii) If the Recreation Amenities are not returned to their original condition following the rental, a \$75 per hour cleaning fee will be charged.
- (iv) The Rental Party agrees to pay any amounts due immediately upon request from the CAB.

e. 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:

- (i) A full refund of the rental fees will be issued for Rental Agreements cancelled 30 or more days prior to the event.
- (ii) A 50% refund of rental fees will be issued for Rental Agreements cancelled 14-29 days prior to the event.
- (iii) 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.

f. Use of the Recreation Amenities is subject to the “Policies and Procedures Governing the Recreation Amenities of the CAB” (as amended), the terms of this Rental Agreement, and all federal, state, and local laws and ordinances.

g. There are inherent risks to any individual who chooses to use the Recreation Amenities. The CAB will not be liable for any injury to people or property. Each person who elects to use the Recreation Amenities assumes the inherent risks in doing so and assumes responsibility for ensuring their own safety and well-being. The CAB will take reasonable efforts to maintain all equipment in operational condition. Nothing herein shall be deemed a waiver of the rights, privileges and limits on liability provided to the CAB by the Colorado Governmental Immunity Act, section 24-10-101, *et seq.*, C.R.S.

- h. The Security Deposit and Rental Fees are due in full at the time the Agreement is submitted. If the Recreation Amenities are properly cleaned and there is no damage to the Recreation Amenities, the Security Deposit will be returned to the Rental Party within thirty (30) business days of the date of the reservation.
- i. If the Recreation Amenities were not properly clean or if there is damage to the Recreation Amenities, the Security Deposit will be applied to the costs of cleaning or repair. If the Security Deposit is insufficient to pay for any cleaning 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. If the Security Deposit is more than the amount required to pay for any cleaning or damage, the remainder of the Security Deposit will be returned to the Rental Party after the facilities have been inspected by the CAB. Upon completion of the inspection of the subsequent cleaning or repair of damage, the remaining amount of the Security Deposit will be returned within 30 business days.
- j. The Rental Party must always be present at the Recreation Amenity during the rental period. The Rental Party is responsible for the conduct and welfare of all Guests using the Recreation Amenities during the rental period, including supervision of minors.
- k. Due to the scheduling of events, all reservations must begin and end at the time set forth in this Rental Agreement. Additional charges may apply in the event of the Recreation Amenities use beyond the hours indicated in this Rental Agreement.
- l. Amplified sound is subject to the applicable noise ordinance restrictions of the City of Aurora. The Rental Party may bring personal music selections in compatible media format for the Recreation Amenity. Any such personal music selection must have appropriate lyrical content.
- m. The Recreation Amenities are tobacco and marijuana-free environments. No smoking of tobacco or marijuana is allowed anywhere, at any Recreation Amenity, at any time.
- n. Any furniture and equipment currently present at the Recreation Amenity will be included for use by the Rental Party, at no additional cost. The Rental Party is responsible for providing any additional furniture or equipment they require.

### **THE RENTAL PARTY IS RESPONSIBLE FOR ITS OWN SET-UP AND CLEAN-UP:**

- a. The Rental Party shall arrange for all deliveries and pick-ups the day of the event during the time the Recreation Amenity is reserved. All material, products, and decorations provided by the Rental Party, its caterers, beverage service, rental suppliers, musicians, etc. must be removed at the end of the rental period.

- b. Candles and open flames are not permitted at the Recreation Amenities, except standard birthday candles. Sterno containers are permitted for warming food. Personal grills may not be used without prior written approval.
- c. The Rental Party must furnish all necessary supplies and equipment, including, but not limited to: linens, chafing dishes, serving utensils, coffee supplies, paper products, extension cords, and ladders.
- d. Decorations may be hung only with sticky tack, 3M Command strips, or similar product that won't cause stripping or other damage. No tape, nails, staples, or tacks are allowed. No decorations, wire, or string lighting are to be hung from the lighting, A/C ducts, outdoor plants, trees, or light poles. No bird seed, rice, glitter, confetti, silly string, or fireworks are allowed at the Recreation Amenity.
- e. All areas are required to be returned in the condition they are received. A cleaning checklist may be provided at the event. The Rental Party will be responsible for ensuring the checklist is complete. Items will include:
  - (ii) Remove and dispose of all decorations, including adhesives.
  - (iii) Dispose of all trash in the trash cans or to be removed from the venue and placed in personal trash receptacles.
  - (iv) Clean and disinfect all surfaces where food is served.
  - (v) This list is not an exhaustive list of rental rules and regulations. The CAB reserves the right to amend these policies and procedures as necessary.

## **VENDOR INFORMATION:**

- a. Vendors are defined as any person, business, or entity providing a service at the Recreation Amenities. Examples include but are not limited to: food trucks, caterers, bands/DJs, entertainment, and rental supply companies. Vendors are required to furnish the CAB with a copy of a Certificate of Insurance. The CAB reserves the right to refuse use of certain vendors. If the event includes food trucks, catering, equipment rental, an entertainment provider, or any other service to be provided at the Recreation Amenities, a Vendor Permit form will be provided at your request and needs to be completed by the Vendor and submitted to the CAB for approval. The Vendor Permit shall be completed and signed no less than 30 days prior to the scheduled event. No vendors will be permitted on-site without a permit.

List any vendors, with contact information, to be used during this rental:

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I have had sufficient time and opportunity to read this Rental Agreement, have read and understood it, and agree to be bound by its terms.

Rental Party:      Printed name: \_\_\_\_\_      Signature: \_\_\_\_\_      Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_      Email Address: \_\_\_\_\_

Reservation Confirmed:

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

By: \_\_\_\_\_  
Community Manager,  
The Aurora Highlands Community Authority Board