

Hawthorn Metropolitan District No. 2

Park Reservation Permit Application and Indemnification

Return application to:

Hawthorn Metropolitan District No. 2,
141 Union Blvd, Ste 150
Lakewood, CO 80228
303-987-0835

Make checks payable to: Hawthorn Metropolitan District No. 2

Rental Party: _____ Day Phone: _____

Organization (if applicable): _____ Night Phone: _____

Address: _____ City/Zip: _____

Email: _____

INDEMNIFICATION/WAIVER OF LIABILITY: Rental Party, its successors and assigns, waives all liability and will defend, indemnify and hold harmless the District, the District's staff, employees, consultants, licensees, invitees, agents, successors, and assigns from any and all loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorneys' fees, caused by, resulting from, or in any way arising out of the use of the District's facilities by the Rental Party, its licensees, invitees, agents, contractors, subcontractors, employees, successors, and assigns.

X _____
Rental Party Signature _____ Date _____

DATE(S): _____ DAY(S): M TU W TH F SA SU
(Circle Day(s))

PURPOSE OF RENTAL (Describe the type of meeting or event): _____

ESTIMATED NUMBER OF PEOPLE EXPECTED: _____

WILL ALCOHOL BE PRESENT? _____

LOCATION REQUESTED: _____

TIME(S) including set up and clean up: _____ a.m./p.m. to _____ a.m./p.m.

Approved: _____ Denied: _____

Facility Fees: Events _____ x \$ _____ rate = \$ _____

Reviewed by: _____ Date: _____

Deposit Paid by: _____ Check #: _____

Total Due for Event: _____

Total Paid by: _____ Check #: _____

Drivers License #: _____

Special Instructions: _____

Walk Through:

Acceptable/Unacceptable

Comments: _____

HAWTHORN METROPOLITAN DISTRICT NO. 2
PARK RESERVATION AND PERMIT POLICY

Permit Requirements:

The park amenities are available for the general, informal use of the general public provided they have not been previously reserved. Commercial use of the park is prohibited without prior written approval by the District.

Permits will only be issued to applicants 18 years of age or older.

Payment and Deposit Requirements:

Reservations are based on a first-come first-served basis.

The fees and charges as shown on the rental application must be paid prior to your reservation being confirmed. The deposit check, less any amounts retained for cleaning or damage, will be returned to you within 1-2 weeks following your rental.

All fees and deposits must be received by the District 14 days prior to the reservation.

Refunds will only be granted if the District is notified of the cancellation no less than 14 days prior to the reservation date. Refunds are subject to a \$5 processing fee and require 1-2 weeks to be processed.

If the Deposit is insufficient to pay for any damages and/or clean up, the applicant agrees to pay for any and all additional costs. The applicant further agrees that the District may invoice the applicant for any charges in excess of the deposit. The Applicant agrees to pay any such invoice charges within thirty (30) days, and if any such invoice charges are not paid within thirty (30) days, interest shall accrue at a rate of eighteen percent (18%) per annum from the thirtieth day following the date of the invoice.

Fees and Deposit:

- \$250.00 Deposit - The deposit will be returned within 2 weeks following your rental, providing that there are no damages or trash clean up charges, and providing that the permit holder has complied with the conditions of the permit. **PLEASE NOTE: DEPOSIT CHECKS WILL BE CASHED AND THE FUNDS WILL BE HELD BY THE DISTRICT.**
- \$25.00 Permit Fee

The applicable fees are due 14 days prior to the reservation date. The fees are payable to Hawthorn Metropolitan District No. 2. Please make checks payable to the Hawthorn Metropolitan District No. 2 and send to: 141 Union Blvd, Ste 150; Lakewood, CO 80228. A confirmation letter will be sent out by the District outlining the fees and deposits due.

Reservations will not be considered final until approval is granted and the appropriate fee and deposit have been received at the offices of Special District Management Services, Inc.

If you do not receive written confirmation please contact Erica Johnson with Special District Management Services, Inc. at 303-987-0835 or ejohnson@sdmsi.com.

PERMIT CONDITIONS

1. Rental includes only those facilities or areas as indicated on the application and permit
2. The Rental Party is responsible for the use of the facilities and those attending.
3. Motorized vehicles are prohibited on the fields (this includes vehicles for purposes of unloading or loading equipment) unless a prior written approval of the District is granted (for such purposes as dragging the infield with ATV).
4. The District may post signs notifying users of restrictions or other rules and regulations and the Rental Party agrees to abide by and comply with any such posting.
5. No commercial concessions may be operated, nor charge or donation requested of the public on the premises without prior written approval by the District.
6. Upon completion of the event, the area shall be restored to a litter free condition. The Rental Party agrees to be responsible for costs incurred by the District for repairs or cleanup by the District.
7. Tents, booths, stands, awnings, canopies, or other structures are prohibited without the prior written approval of the District.
8. Destruction, damage, or removal of any vegetation or defacement of District property is prohibited. The Rental Party agrees to be responsible for all such damage.
9. Disorderly conduct and / or abusive language are prohibited and shall be cause for revocation of the Practice Permit. The activity may not unreasonably interfere with or detract from the general public's enjoyment of surrounding areas.
10. Any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the prior written approval of the District.
11. Alcoholic Beverages. Alcoholic beverages may be served as long as the Rental Party abides by the following conditions:
 - a. **IF ALCOHOL IS TO BE PRESENT, THE RENTAL PARTY IS REQUIRED TO HIRE OFF-DUTY POLICE OFFICER(S) OR SECURITY. MOREOVER, THE PLANNED CONSUMPTION OF ALCOHOLIC BEVERAGES SHALL BE REPORTED AT THE TIME THIS APPLICATION AND CONTRACT IS SUBMITTED TO DISTRICT.**
 - b. No fee will be charged, either directly or indirectly by the Rental Party or its affiliates (*i.e. no cash bar*) for the sale or consumption of alcoholic beverages.
 - c. No alcoholic beverages, including 3.2 beer, will be served, at any time, to any person who is under 21 years old or to any intoxicated person.

- d. It is acknowledged that District does not hold or maintain a liquor license, and this permission to serve alcoholic beverages does not constitute a liquor license. The Rental Party **shall be solely responsible** for compliance with the liquor laws of the State of Colorado and any local regulations. No alcoholic beverages will be served or consumed outside of the District facilities at any time.
- e. If any persons under the age of 21 attending the event, whether invited or uninvited, brings alcoholic beverages onto the District facility, the Rental Party shall take action to have such beverages removed from the premises. If necessary, the Rental Party will call the police to seek assistance with the enforcement of this policy. At any event in which the majority of the attendees are under 21 years old, the Rental Party will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old.
- f. If any adult (persons 21 years old or older) attending the event, whether invited or uninvited, is abusing or misusing alcohol on the District facility, the Rental Party will take action to have such activities stopped, and if necessary, notify the police to seek assistance.
- g. The Rental Party agrees to arrange alternate transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. The Rental Party agrees that it is solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at the event.
- h. The Rental Party shall indemnify and hold harmless the District for any claims, actions, or suits brought by third-parties against the District for any damages caused as a result of Rental Party's failure to comply with the provisions of this Agreement.
- i. **Security personnel is required for all rentals during which alcohol will be present. No exceptions will be granted.** If security personnel is required, the undersigned will be responsible for all costs related thereto. Security personnel must be approved by the Board or its Designee and security personnel must report any violations of this Agreement to the Board or its Designee. The Rental Party must provide a copy of the contract for off-duty police or security to the District Manager prior to the date of the event for approval. ***In the event this provision is violated by the Rental Party, the Rental Party shall automatically be assessed a minimum of \$250 penalty and shall have all District facility access privileges suspended for twelve (12) months.***

Initial _____

- 12. A copy of the Permit must be in the possession of the applicant and shown to District personnel upon request.
- 13. District parks and facilities are patrolled by local law enforcement agencies. Use of the facilities is subject to all applicable state and local laws and regulations.
- 14. This Permit is non-assignable.
- 15. All reservations will be subject to time limitations and use limitations, and may be subject to other conditions or restrictions, as set forth in the Permit. Users must vacate the

area at the time designated on the permit. **Failure to comply with the time restraints may be considered a forfeiture of the security deposit.**

16. **Limitation of Liability and Indemnification.** The Rental Party agrees that the District, any Designees, the District's managers, consultants, employees and staff shall not be liable for damage or loss to the guests' property, of whatever kind or nature. The Rental Party further agrees that the District, any Designees, the District's managers, consultants, employees and staff, shall not be liable for injuries to persons or property occurring within or around any District property. The Rental Party agrees to indemnify, defend, and hold harmless the District, any Designees, the District's managers, consultants, employees and staff, and their respective officers, directors, managers, agents, employees, contractors and subcontractors from and against any and all damages, losses, liabilities, claims, costs, and expenses, including reasonable attorneys' fees in defending against the same, arising in any way out of the use of the District facilities or equipment by the Rental Party or the guests of the Rental Party.

Initial _____

17. Due to concerns about the field conditions, Hawthorn Metropolitan District No. 2 reserves the right to cancel an event if it is deemed that the field conditions are poor or the activity will cause damage. It is the responsibility of the field user(s) to know the status of any given field to maintain safe and playable field conditions. The fields may not be used and activities must be cancelled when any of the following conditions exists.

- a. Water standing on the infields of ball fields or goal mouths/midfield of multipurpose fields
- b. 1/2 inch or more of moisture has fallen within the previous 24 hours, causing ground saturation
- c. Snow covers the field (Snow removal by user groups will not be permitted.)
- d. Where grass is sparse or field is worn badly and ground is saturated
- e. Frost is visible on the turf
- f. Turf can be displaced or dislodged from the ground
- g. Mud cakes or clings to shoes
- h. Steady rain is falling
- i. Dirt (infields) areas are muddy

VIOLATION OF ANY OF THE PERMIT CONDITIONS OR ANY OF THE DISTRICT'S POLICIES MAY RESULT IN IMMEDIATE REVOCATION OF THE PERMIT.

I have read, understand, fully agree with and accept all responsibility for the terms and conditions of this Park Reservation and Permit Policy.

Signature of Rental Party _____

(Name of Organization)

Date _____