

APPLICATION FOR TEMPORARY USE OF FACILITIES

Section 1: General Information

GOLDSMITH METROPOLITAN DISTRICT
12111 E. BELFORD AVENUE
ENGLEWOOD, CO 80112

APPLICANT:

Name: _____ Date: _____
Address: _____
Cell: _____ Phone: _____ Email: _____

FACILITY USE DATA:

District Facility (name and location): _____
Description of proposed use: _____
Date / Hours requested: _____
Number of Participants Expected: _____

USAGE FEE: (CHECK ONE THAT APPLIES)

District Residents and Employees:

Park Rental Free
 Outdoor Fee-Based Activity* \$25 per occurrence or \$125 per

Non-District Applicants

Park Rental 1-10 participants \$50
 11+ participants \$100
 Outdoor Fee Based Activity* \$100 per occurrence or \$500 per season**

*Outdoor fee-based activity such as class, camp, clinic, sports league, etc for which a fee is expected to be paid by the participant.

**Summer Season is April - September; Winter Season is October - March

Checks should be made out to Goldsmith Metropolitan District

CONDITIONS TO THE PERMIT:

- APPLICATION AND APPLICABLE FEE MUST BE SUBMITTED FOR REVIEW A MINIMUM OF 20 DAYS PRIOR TO EVENT DATE.
- PAGE 3 MUST BE PROVIDED FOR CORPORATE AND BUSINESS USERS UTILIZING THE FACILITIES FOR BUSINESS RELATED FUNCTIONS ONLY.
- DISTRICT SIGNATURE REQUIRED PRIOR TO RELEASE

ACKNOWLEDGEMENT:

Applicant, by signing this application, hereby acknowledges responsibility for all activities associated with use of site, inclusive of adherence to any applicable governmental laws or regulations, including permitting, as well as any vendors or other users for this event, inclusive of security, traffic control, and associated logistics; and shall bear full responsibility for prompt restoration of any damage to site including landscaping or irrigation facilities, along with immediate removal of any trash or debris within 12 hours of event end. No vehicle parking on the site is permitted. Any activity which interferes with the adjacent office, retail, or residential use or general area such as loudspeakers or blockage of access is not permitted.

Initial: _____

APPLICATION FOR TEMPORARY USE OF FACILITIES Section 2: Release and Indemnification

GOLDSMITH METROPOLITAN DISTRICT
12111 E. BELFORD AVENUE
ENGLEWOOD, CO 80112

COMPLETE RELEASE AND AGREEMENT TO INDEMNIFY AND DEFEND

RECITALS: The Undersigned desires and The Districts, quasi-municipal corporations and political subdivisions of the State of Colorado, permit the Undersigned to temporarily occupy property located in the District (the "Property") on (date): _____, _____ subject to the terms and conditions as herein defined.

AGREEMENTS: In consideration for use of the Facility, the Undersigned hereby warrants that he or she is over 18 years of age, and for Undersigned, Undersigned's spouse, minor children, heirs, legal representatives, executors and assigns, agrees as follows:

1. **Release.** While fully acknowledging the inherent possible risks in connection with the Event, the Undersigned, for itself and its successors and assigns, hereby waives, discharges and releases the Districts, their successors and assigns, and their owners, directors, officers, employees, managers and agents (all collectively denominated "Districts") from any claims, causes of action, damages, losses, liabilities and demands of any nature including without limitation attorney's fees and costs incurred, that the Undersigned may have or allege and that arise in connection with the Event, whether caused by the negligence of the Districts or otherwise.
2. **Indemnification and Agreement to Defend.** The undersigned also undertakes and agrees to indemnify the Districts against all liabilities, losses and damages of any nature from claims, demands, costs, judgment or other expenses (including without limitation attorneys' fees and costs incurred) arising out of the Undersigned's participation in the Event. In addition, should the Districts be subject to a lawsuit or other claim for relief arising out of the Undersigned's participation in the event the Undersigned agrees to defend and hold harmless from any and all attorney's fees and costs incurred in the course of such lawsuit and from any and all liabilities that may result therefrom.
3. **Severability.** If any provision of this Complete Release and Agreement to Indemnify and Defend or the application thereof to any person or situation, to any extent, shall be held invalid or unenforceable, the remainder of this Complete Release and Agreement to Indemnify and Defend, and the application of such provision to persons or situations other than those to which have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.
4. **Acknowledgement.** Undersigned, by signing this application, hereby acknowledges responsibility for all activities associated with use of the Facility and the Event, inclusive of adherence to any and all applicable governmental laws or regulations, including permitting, as well as any vendors or other users for this event, inclusive of security, traffic control, and associated logistics, and full responsibility for prompt restoration of any damage to site including landscaping or irrigation facilities, along with immediate removal of any trash or debris within 12 hours of the Event's end. Any activity which interferes with adjacent office, retail or public use including but not limited to loudspeakers or blockage of access is not permitted. The Undersigned acknowledges that Undersigned has been provided the District's Rules and Regulations, has read and is familiar with them, and agrees to be bound by their provisions, terms and conditions, and further agrees to comply with the District's Rules and Regulations and all other local, state, and federal laws and regulations at all times during the Event and undersigned's use of the Facility.

IN WITNESS WHEREOF, the Undersigned, after reading and fully understanding this Complete Release and Agreement to Indemnify and Defend, voluntarily executes and delivers the Agreement as of the date written below.

Signature: _____
 Print Name: _____
 Company: _____
 Its: (title) _____

Date: _____

AUTHORIZATION:

District hereby acknowledges that the applicant is authorized to make temporary use of the herein described facility or area upon the terms and conditions specified herein.

Signed By: _____
 Its: _____

Date: _____

APPLICATION FOR TEMPORARY USE OF FACILITIES
Section 3: Corporate User Insurance Requirements

GOLDSMITH METROPOLITAN DISTRICT
12111 E. Belford Avenue
Englewood, CO 80112

THIS SECTION IS TO BE FILLED OUT BY CORPORATE AND BUSINESS USERS UTILIZING THE FACILITIES FOR BUSINESS RELATED FUNCTIONS. CERTIFICATE OF INSURANCE MUST BE SUBMITTED TO THE DISTRICT ALONG WITH THE APPLICATION

INSURANCE REQUIREMENTS:

Insurance company must have a "Best Guide" rating of AX (A-ten) or better.

Coverage*: (minimum)

Commercial general liability policy	\$ 1,000,000
Automobile liability: to cover all vehicles, whether owned or hired or non-owned	\$ 1,000,000
Workers compensation: Coverage A	Statutory
Coverage B — employer's liability	\$ 500,000
Liquor or host liquor liability: (ONLY IF TO BE SERVED)	\$ 1,000,000
Umbrella liability	\$ 1,000,000

*Goldsmith Metropolitan District is to be named as additional insured.

CERTIFICATION:

I, _____, certify that I am the authorized agent for the applicant and that the information provided on this application is correct.

Signature of Authorized Individual: _____

Date:

Company: _____

Company Address: _____

Phone:

Cell:

Email:

FOR DISTRICT USE ONLY

_____ Certificate of Insurance submitted and approved

_____ Site Plan attached