



Park/Pavilion Rental Agreement

This Park/Pavilion Rental Agreement ("Agreement") is made this ____ day of _____, 20__ by and between Wheatlands Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and _____ (the "Rental Party") for use of the District's small pavilion and main pavilion (collectively, the "Pavilions"), and park (each a "Facility" and collectively, the "Facilities") on _____.

1. **Permit Requirements.** The District's Facilities are available for the general, informal use of the general public provided each Facility has not been previously reserved. Any organized activity within the Facilities consisting of five or more people will require a permit. Events of a commercial nature are prohibited at the Facilities. Rental Party must be 18 years of age or older to rent the Facilities.
2. **Payment and Deposit Requirements.** Reservations for each Facility are based on a first-come first-served basis. The Pavilions will not be rented concurrently during the same rental period. Payment for all fees and deposits is due at the time of reservation. The deposit, less any amounts retained for cleaning or damage, will be returned to you within 1-2 weeks following your rental.
3. **Cancellations.** Refunds will only be granted if the District is notified of the cancellation no less than fourteen (14) days prior to the Event Date. Refunds require 1-2 weeks to be processed. If the Deposit is insufficient to pay for any damages and/or clean up, the Rental Party, as named in the Application & Permit for Park/Pavilion Reservation (the "Rental Application"), agrees to pay for any and all additional costs. Rental Party further agrees that the District may invoice the Rental Party for any charges in excess of the deposit. Rental Party 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.
4. **General Conditions.**
 - a. Rental includes only those facilities or areas as indicated on the Rental Application. Rental Party shall have exclusive use of the Facilities as indicated on the Rental Application during the rental period.
 - b. Rental Party is responsible for the use of the facilities and those attending.
 - c. Motorized vehicles are prohibited on the fields and turf areas (this includes vehicles for purposes of unloading or loading equipment) unless a prior written approval of the District is granted.
 - d. 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 postings.
 - e. No commercial concessions may be operated, and no charge or donation may be requested of the public on the premises.
 - f. Upon completion of the event, the area shall be restored to a litter free condition. Rental Party agrees to be responsible for costs incurred by the District for repairs or cleanup by the District.
 - g. Tents, booths, stands, awnings, canopies, or other structures are prohibited without the prior written approval of the District.

- h. Destruction, damage, or removal of any vegetation or defacement of property is prohibited. Rental Party agrees to be responsible for all such damage.
 - i. Disorderly conduct, obscenity, and abusive language are prohibited and shall be cause for revocation of the right to use the Facilities. The activity may not unreasonably interfere with or detract from the general public's enjoyment of surrounding areas.
 - j. 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.
 - k. **NO ALCOHOLIC BEVERAGES ARE PERMITTED AT THE FACILITIES.** Consumption of alcoholic beverages on the premises shall be cause for immediate revocation of the right to use the Facilities for the remaining rental period.
 - l. The Facilities are patrolled by local law enforcement agencies. Use of the Facilities is subject to all applicable state and local laws and regulations.
 - m. 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 Rental Application. 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. **Early arrival or late departure (exceeding 15 minutes of the reserved time) may result in forfeiture of the Deposit.**
 - n. Due to concerns about the turf conditions, the District reserves the right to cancel an event if it is deemed that the turf conditions are poor or the activity will cause damage. It is the responsibility of the Rental Party to know the status of any given field to maintain safe and playable field conditions. The fields may not be used when any of the following conditions exists:
 - i. Water standing on the infields of multipurpose fields
 - ii. 1/2 inch or more of moisture has fallen within the previous 24 hours, causing ground saturation
 - iii. Snow covers the field (Snow removal by user groups will not be permitted.)
 - iv. Where grass is sparse or field is worn badly and ground is saturated
 - v. Frost is visible on the turf
 - vi. Turf can be displaced or dislodged from the ground
 - vii. Mud cakes or clings to shoes
 - viii. Steady rain is falling
 - ix. Dirt (infields) areas are muddy
 - o. The District reserves the right to cancel any activity and disperse its participants, if any rules, policies, procedures, and park regulations are violated during any portion of the rental.
5. **Indemnification.** Rental Party accepts full responsibility for all guests and agrees to be financially responsible for any damage caused by them, even if such costs exceed the amount of the Deposit. Rental Party releases and agrees to fully indemnify, hold harmless and defend the District and its representatives from all liability resulting from Rental Party's use of the Facilities and surrounding area, including liability for any attendee to Rental Party's function. Rental Party agrees to save, indemnify, defend and hold harmless the District and its officers, directors, agents, employees, contractors and subcontractors against any and all damages, losses, liabilities, claims, costs and expenses, including reasonable attorneys' fees arising out of any claim asserted by the undersigned, his or her family, guests, employees, invitees or third parties in conjunction with or arising in any way out of the use, operation or maintenance of the Facilities. Rental Party expressly acknowledges and agrees that the activities at the Facilities may be dangerous and involve risk or serious injury and/or death and/or property damage and hereby assumes full responsibility for the risk of bodily injury, death or property damage resulting from the negligence of the District or otherwise while in or upon the District's facilities or for any purpose while participating in the event which is the subject of this Agreement. Rental Party hereby releases, waives, discharges and covenants not to sue the District, its officers, officials, representatives and assigns from all claims, demands and any and all manner of actions, causes of action, suits, damages, claims and demands whatsoever in law, or in equity, which the Rental Party now has, or which its successors, executors or administrators hereafter can, shall or may have, for, upon or by reason of any manner, cause created by or existing out of the permitted use of the facilities by the Rental Party, or any person using the reserved facilities. Rental Party expressly agrees that this reservation, release and indemnification is intended to be as broad and inclusive as is permitted by the Law of the state of Colorado, and further that if any part hereof is held invalid, the remainder of this paragraph and this Agreement shall continue in legal force and effect.

Rental Party has read and fully understands and has voluntarily signed this Agreement. Rental Party understands that this is a legal document and has had the opportunity to consult legal counsel or by signing below waives the right to do so. Rental Party shall be considered the legally responsible party for compliance with all rules and regulations of the District. Failure to fully comply with the terms and conditions of this Agreement and all rules and regulations of the District may result in the forfeiture of the Deposit and the Rental Party's ability to rent the Facilities in the future.

BY MY SIGNATURE BELOW, I HEREBY SWEAR TO HAVE READ AND UNDERSTAND, AND AGREE TO COMPLY WITH, THIS AGREEMENT, AND HAVE READ, AM FAMILIAR WITH, AND AGREE TO ABIDE BY ALL RULES AND REGULATIONS OF THE DISTRICT.

X

(Rental Party Signature) Date

(District Staff Signature) Date

X

(Rental Party Printed Name)

(District Staff Printed Name)