

Smoky Hill Metropolitan District Parks License Agreement

The Smoky Hill Metropolitan District ("District") desires to permit use of _____ Park (Park), located in Centennial, Colorado by interested groups and individuals ("Licensee"/"User") based on the terms and conditions within this document.

The Licensee and signer of this agreement desires to make use of the Park based on the terms and conditions within this document.

Term: The use of the Park is granted to the Licensee during the hours of _____ to _____ on _____ (dates) for the purpose of _____. Any additional use by the Licensee is subject to additional prior written agreement with the District.

Consideration: For such use, the Licensee has paid to the District the sum of \$_____ as a refundable deposit, together with a non-refundable usage fee of \$_____.

Warranty: By signing this document, the Licensee states that he/she is at least twenty one years of age and will be in attendance during scheduled use of the Park.

Hours: The Park must be reserved at least one week in advance with potential availability between the hours of 7:00AM and 9:30PM Sunday through Saturday, on a first come, first served basis. The Park may not be scheduled more than one calendar year in advance. Groups that use the Park year after year will be given seasonal consideration prior to scheduling individual requests provided their requests are received by no later than January 31st of each year. Non-profit groups will be granted reservations based firstly on availability and finally on the percentage of members who are residents of the District. In all cases, Licensee must ensure that the event is closed by no later than 9:30PM (if scheduled until then) and that clean up is completed, and the Park is vacated by no later than 10:00PM. It should be noted that lighting with the Park is not guaranteed by the District after sunset. Licensee is responsible for verifying their schedule once it is posted on the website at www.smokyhillmetrodistrict.org. Any errors should be immediately forwarded to the scheduler for correction.

Cancellation: This agreement may be cancelled by the Licensee up to 48 hours before the proposed use with the District retaining one-half of the usage fee as a cancellation fee. If the Licensee cancels within 48 hours of the proposed usage, or fails to notify the scheduler that the event has been cancelled, then the entire usage fee will be retained as a cancellation fee. In either instance, cancellation fees may be waived if the reason for cancellation is beyond the control of the Licensee. Cancellations due to inclement weather are subject to rescheduling at a mutually acceptable date and time.

Fees: (See attached schedule A for fees and deposits). The Licensee agrees that if the District imposes any fees against the deposit the Licensee must restore the deposit to its original amount prior to their next scheduled event or 30 days whichever is shorter.

Alcoholic Beverages: Alcoholic Beverages are not allowed in any Park or the Clubhouse at any time without prior approval of the District.

Motorized vehicles: With the exception of District vehicles, no motorized vehicles are permitted within the Parks.

Drugs and Controlled Substances: Use of illegal drugs or other controlled substances on or within District Parks and Facilities is strictly prohibited. Evidence of use of illegal drugs or other controlled substances may result in the immediate termination of the Licensee's right to further use of the Park and an imposition of a \$50.00 termination fee.

Clean Up: Clean up of the Park, including any adjacent Parking Lot, and removal and proper disposal of all refuse is the responsibility of the Licensee. Costs for any additional clean up or trash removal, which, in the sole discretion of the District, is necessary to return the Park to the condition prior to use, shall be deducted from the deposit amount. If such cleanup costs exceed the amount of the deposit, then the Licensee agrees to reimburse the District for all additional costs over the amount of the deposit.

Security: Licensee must report any suspicious activity or signs of such activity, such as graffiti and other forms of vandalism, to the Security Manager immediately.

Licensee understands that, while registered as a Park user, they must notify the District immediately of any changes to their contact information, as shown on this form, within 30 days of the change. It is further understood that Licensee must have the original of this reservation agreement with them while using the Park as proof of their reservation and must present it whenever it is requested.

Insurance: In the case of organized sports, Licensee is required to secure adequate insurance coverage for all group members. An insurance certificate must be presented and filed with the District at the time the reservation is made. Coverage is required to remain in effect for the duration of the reservation.

Conduct of Licensee and Guests: The Licensee is responsible and solely liable for the conduct of all persons using the Park in accordance to this agreement. The Licensee agrees that there will be at least one person twenty one years of age or older in attendance for each ten persons under the age of twenty one at all times during use.

Recorded music or the performance of live music, whether by disc jockey or band, shall be considered on a case by case basis, (the Smoky Hill Homeowners Association's annual Ice Cream Social event and events scheduled by the Smoky Hill Motor Club are excepted). Such music shall not become a nuisance to residents residing near the Park. In the case of a dispute as to what is considered a nuisance, the sole discretion of the District, its employees or agents shall be controlling upon the Licensee.

Use of the pump room, tool barn, and the clubhouse by the Licensee is strictly prohibited. All storage areas are for the exclusive use of the District. During Pool season, typically between Memorial Day and Labor Day each year, group use of the pool must be arranged through the pool management company. A separate use agreement exists for group pool usage.

It should be noted that there are no bathroom facilities, telephones, or first aid equipment in any Park within the District and, with the exception of the Smoky Hill Park, there are no off-street parking areas. As well, the parks do not have grills for cooking, however, portable grills are permitted provided they are safely operated and properly extinguished after use. Open fires are prohibited at all times.

All Licensees and Guests will abide by rules contained in this agreement as well as posted on signs at the Park and Parking Lot. Multiple infractions by the same group or individual will lead to loss of use privileges.

Repair of Physical Damage: Any and all physical damage to the Park or Parking Lot resulting from the Licensee's event shall be repaired by the District, with the costs of such repairs being deducted from the deposit. If such repair costs exceed the amount of the deposit, then the Licensee agrees to reimburse the District for all additional costs over the amount of the deposit. Licensee is prohibited from accessing any equipment involving the sprinkler and drainage systems within the Park or making any attempt to compromise the irrigation system. The Licensee is further prohibited from removing or operating any District-owned maintenance-related equipment in the Park.

Termination by the District: If the District finds it necessary to terminate this License Agreement for reasons beyond its control, the District will make a reasonable attempt to contact the Licensee prior to the scheduled use. It should be noted that the District or the Smoky Hill Homeowners Association may, from time to time, require use of the Park for emergency or special event purposes. In such cases, all fees paid by the Licensee for their terminated event shall be returned to the Licensee as soon as possible and the Licensee will be asked to reschedule their event. The Licensee waives any and all claims for damages resulting from such termination.

The District reserves the right to terminate this License Agreement if, in the sole discretion of the District, its agents or employees, the conduct of the Licensee and those using the Park in accordance with this agreement becomes unreasonably loud or unruly so as to create a disturbance or threat to the health, safety, and welfare of the community.

Release, Waiver, and Indemnity: The Licensee releases the District, its agents, and employees from, and waives all claims for injury (including death) or damage to persons or property sustained by Licensee or by any occupant of the Park resulting directly or indirectly from any existing or future condition, defect, matter or thing in or about the Park, Parking Lot or any part of them or from any equipment within the Park. Licensee further agrees to hold the District, its agents, and employees harmless and to indemnify each of them against claims and liabilities, including reasonable attorney's fees for injuries to any and all persons and damage to or theft or loss of property occurring in or about the Park or Parking Lot, arising from the Licensees use of the Park or from any breach on the part of the Licensee in performance of the terms and conditions of this agreement.

The terms, conditions, and schedules of this License agreement were read, understood, and agreed to by the undersigned. The Licensee certifies that he/she has received a copy of this agreement.

_____		_____	
Licensee name (please print)		Date	
_____		Non- Profit?	No Yes
Group Name			

Address	City	State	Zip Code
_____()_____		_____	
Phone Number		Email Address	

Signature of Licensee(s)

Schedule A
Fees and Deposits

Types of Users: Individual Users are those persons whom are either resident or non-resident and reserve the Park on an occasional-use basis. For-profit groups and individuals are those groups or individuals who are either resident or non-resident who engage in any activity which would generate a monetary benefit to their group. Non-profit groups and individuals are those groups of individuals who are either resident or non-resident who do not engage in any activity which would generate a monetary benefit to their group. In the case of all groups, a group is considered to be a resident group when at least 75% of its members are residents of the District. Those possessing reservations for any Park or section of any Park have priority access. All other users will be required to yield to such individuals and groups during any scheduled reservation period.

Exemptions: The District and the Smoky Hill Homeowners Association are exempt from all fees and deposits.

Non-profit groups are granted exemption from fees on a case-by-case basis but are not exempt from deposits.

For-profit groups and individual Users (both residents and non-residents) are not exempt from deposits and fees. For-profit groups and individual Users are charged a flat usage fee and are not charged a percentage of their profits.

The following fees and deposits are established and may be reviewed and changed without prior notice to Licensees.

Fees:

Policy Violation Fees:

Cleanup, damage repair, and replacement costs above and beyond deposit	(actual cost)
All other policy violations as posted or stated in this document	(forfeiture of deposit)

Usage Fees:

For-profit resident groups/individuals (per hour)	\$ 15.00
For-profit non-resident groups/individuals (per hour)	\$ 20.00
Non-profit resident youth groups	(no fee)
Non-profit non-resident groups (per hour)	\$ 10.00
Groups/parties/social gatherings (per use)	\$ 30.00
Unauthorized or unscheduled use (per hour)	(fee to be assessed by District)

Resident and Non-resident individuals (no fee and no reservation required but must yield to those possessing reservations)

Deposits: (for damage/cleanup/policy violations)

For-profit resident groups/individuals	\$ 40.00
For-profit non-resident groups/individuals	\$ 55.00
Non-profit resident groups	\$ 30.00
Non-profit non-resident groups	\$ 40.00
Non-profit resident individuals	\$ 40.00
Non-profit, non-resident individuals	\$ 50.00

By signing below, Licensee agrees to be bound to the terms of this fee schedule.

Signature of Licensee(s)

Date

Signature of Security Manager

Date