

**SMOKY HILL METROPOLITAN DISTRICT  
PERMIT FOR EVENT USE**

Application Date \_\_\_\_\_ Usage Date \_\_\_\_\_

Time: From \_\_\_\_\_ to \_\_\_\_\_  
(This should include set up and clean up)

Application is for use of the District Facility located at \_\_\_\_\_ (“Premises”).

Name of Group \_\_\_\_\_ (“Lessee”).

Function Description \_\_\_\_\_ (“Event”).

Size of Group (maximum of \_\_\_\_\_ allowed) \_\_\_\_\_

Age of Group (estimated range of ages) \_\_\_\_\_

One person and one only, hereafter called the Sponsor, will act as authorized agent on behalf of the Lessee in regard to all obligations under this Permit.

Sponsor Name \_\_\_\_\_

Home # \_\_\_\_\_ Work # \_\_\_\_\_

Mailing Address \_\_\_\_\_  
\_\_\_\_\_

1. NO PERMIT FOR EVENT USAGE IS CONFIRMED UNTIL THIS FORM HAS BEEN SIGNED BY BOTH THE DISTRICT AND THE SPONSOR, AND ALL FEES AND DAMAGE/SECURITY DEPOSITS HAVE BEEN PAID. PERMITS SHALL BE AUTOMATICALLY RESCINDED WITHOUT NOTICE TO SPONSOR IF CHECKS ARE RETURNED FOR ANY REASON PRIOR TO THE SCHEDULED EVENT DATE.
2. In addition to the above cancellation rights for returned checks, a fee of \$40.00 will be deducted from the Liquidated Damage/Security Deposit for all returned checks.
3. A Liquidated Damage/Security Deposit is required and is due upon execution of this Permit in the amount of \$\_\_\_\_\_. The Liquidated Damage/Security Deposit will be returned to the Sponsor upon completion of the Event and inspection of the Premises, if no breaches of this Permit have occurred. The Deposit is forfeited if the Premises are not cleaned following their use or damage has occurred. If these costs are greater than the Deposit, the Lessee shall promptly pay the balance upon notification of the damages by the District. Sponsor agrees that damages associated with other breaches of this Permit are not easily ascertained, but that the amount of Deposit is a reasonable estimate, and that in the event of any other breach by Sponsor, the full amount of the Deposit shall be forfeited to the District as liquidated damages.

4. Insurance Certificate Required: Yes \_\_\_ No \_\_\_ Received \_\_\_\_\_. If required, insurance adequate to cover injuries and/or damages for this specific use shall remain in force during the term of this Permit.
5. The Sponsor shall not assign or sublet the Premises or any portion thereof. No entrance, participation or other fees or charges of any nature shall be imposed or collected for participation in the Event without express written permission of the District. Permitted charges shall be limited to the following which have been agreed to by the District (identify, if any): \_\_\_\_\_  
\_\_\_\_\_.
6. All advertisement of whatever nature of the Event must be approved by the District in advance. Permitted advertisement shall be limited to the following identified items (if any): \_\_\_\_\_.
7. The Sponsor shall provide for appropriate security/policing of the Premises in order to maintain public peace and order, litter and trash control, enforcement of policies, and adherence to the terms of the Permit. Sponsor shall provide supervision and security, including uniformed law enforcement officers if determined necessary by the District in its sole discretion. (All Events at which alcoholic beverages are served may be required to provide uniformed law enforcement officers for security.) If local law enforcement responds to the Event because of any disturbance, a breach of this Permit shall occur and the Liquidated Damage/Security Deposit shall be forfeited. The Sponsor/Lessee will be responsible for the conduct and control of participants and will ensure that all federal, state and local laws and regulations are followed, including occupancy limits of the applicable fire code. The District reserves the right at any time to enter onto the Premises during the Event to review compliance.
8. To the full extent permitted by law the Lessee agrees to assume liability for all injuries and damages resulting from the use of the Premises and agrees to indemnify, defend and hold the District harmless from and against all claims, loss or liability resulting from such use.
9. In the event intoxicating beverages are sold or supplied by whatever means on the Premises by the Sponsor, his/her agents, or invitees, Sponsor shall obtain and pay for all Permits or Special Event License for the sale of intoxicating beverages as required by law prior to commencement of such event. Such Permits or License shall become an attachment to this Permit. Lessee further indemnifies the District from any and all liability, direct or indirect, incurred as a result of the service or consumption of such beverages on the Premises by Licensee/Sponsor, his/her agents or invitees.

10. Upon entering the Premises, Licensee/Sponsor will continuously thereafter inspect such surroundings, and its continued use thereof shall constitute an acknowledgment that it has inspected the Premises and finds and accepts the same as being safe and reasonably suited for the purposes of the use; and further agrees and warrants that if at any time the Premises is deemed to be unsafe, District officials will be notified and Sponsor will terminate its use of the Premises. LICENSEE/SPONSOR HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE DISTRICT, its officers, officials, and representatives on account of injury or damage to the person or property of the Licensee/Sponsor, its members, guests, invitees, officers or agents whether caused by the negligence of the or otherwise, while utilizing the Premises. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS the District from any liability, damage or cost which may be incurred to or due to the presence of the Lessee, its members, guests, invitees, officers or agents within the Premises, whether caused by the negligence of the District or otherwise.
11. All representations contained in this Permit, including the number of participants, time and date of the event, and function description, and all attachments are incorporated herein as material terms of this Permit.
12. In the event of any proceeding to enforce this Permit, the District shall be entitled to obtain an award of its reasonable attorneys' fees.

***Please make check, money order or cashiers check (NO CASH OR CREDIT CARDS) for deposit and fees payable to: SMOKY HILL METROPOLITAN DISTRICT.***

The following signatures are required to acknowledge the Permit and acceptance of its terms:

Accepted by Sponsor/Licensee: \_\_\_\_\_(signature) this \_\_ day of \_\_\_\_\_(Date)

Printed Name and Title \_\_\_\_\_

Accepted by District: \_\_\_\_\_ (signature) Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_