

APPLICATION FOR TEMPORARY USE OF FACILITIES

Section 1: General Information

GOLDSMITH METROPOLITAN DISTRICT

12111 E. Belford Avenue

Englewood, CO 80112

Phone: 303-790-0345 Email: admin@goldsmithmetro.org

APPLICANT

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

FACILITY USE DATA

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

USAGE FEE: (CHECK ONE THAT APPLIES)

District Residents and Employees:

☐ Park Rental Free
☐ Outdoor Fee-Based Activity* \$25/occurrence or \$125/season**

Non-District Applicants:

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

EVENT DETAILS:

Please identify items below that will apply to your event; some items may require District input or access. Note that these items are the applicant's responsibility as the District does not provide equipment, lighting, sound systems, extra seating/tables or services.

<input type="checkbox"/> Sanitation	<input type="checkbox"/> Sprinkler System
<input type="checkbox"/> Litter Control/Clean-up	<input type="checkbox"/> Power Needs
<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Notification of City/County Officials
<input type="checkbox"/> Parking	<input type="checkbox"/> Heavy Vehicles/Equipment
<input type="checkbox"/> Security	<input type="checkbox"/> Fees
<input type="checkbox"/> Release of Liability & Indemnification	<input type="checkbox"/> Damage Deposit
<input type="checkbox"/> Sound System	<input type="checkbox"/> Lighting
<input type="checkbox"/> Other:	

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Section 2: Release and Indemnification

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Phone: 303-790-0345 Email: admin@goldsmithmetro.org

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 herein defined.

AGREEMENTS: In consideration for the 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 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, judgement 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 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 the 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: _____
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: _____

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Section 3: Corporate User Insurance Requirements

GOLDSMITH METROPOLITAN DISTRICT

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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: _____

Date: _____

Company: _____

Company Address: _____

Phone: _____ Cell: _____ Email: _____

FOR DISTRICT USE ONLY

☐
☐

Certificate of Insurance submitted and approved
Site Plan attached