

**SUNDANCE HILLS METROPOLITAN DISTRICT
FACILITY PERMIT APPLICATION**

Responsible Party Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Sponsor/Organization: _____

Event Date*: _____

Hours*: _____ a.m./p.m. TO _____ a.m./p.m.

**If a Facility Permit is for a swim team or swim league, please provide a calendar with the dates and times needed for the pool rental, including team practices and swim meets.*

If a Facility Permit is for USTA Events, please also complete the Tennis Courts for Sanctioned USTA Events Application.

Activity: _____

Scope of Use: [please check one]

- _____ Pool Rental (general)
- _____ Swim Team Pool Rental
- _____ Pool and Sailfish Room Rental
- _____ Sailfish Room Rental
- _____ Tennis Court Rental

Purpose of Event: _____

Approximate Number of Persons: _____

Will children under 18 be present: [please check one]

_____ Yes _____ No If yes, will they be supervised? _____ Yes _____ No

Special Requests: _____

VIOLATION OF ANY OF THE FOLLOWING CONDITIONS OR THE SUNDANCE HILLS POOL & TENNIS CLUB MEMBER AND GUEST MANUAL OF THE DISTRICT MAY RESULT IN IMMEDIATE REVOCATION AND/OR FORFEITURE OF APPLICATION AND/OR DEPOSIT FEE. REPAIRS OR CLEANUP BEYOND NORMAL USE WILL BE BILLED TO APPLICANT BASED ON COST OF SERVICE.

In addition to the Sundance Hills Pool & Tennis Club Member and Guest Manual, the following are conditions of approval of the Permit:

1. The District, in its sole discretion, may require the Responsible Party to pay an application fee and/or a damage deposit fee at the time of approval of the Permit.
2. The Responsible Party acknowledges and agrees that from time to time prior to the Event Date the District may improve, alter, modify, expand, enlarge, or reduce the District facilities. The Responsible Party further agrees that he/she will accept the District facilities AS-IS on the Event Date.
3. At termination of use, the Responsible Party shall restore the District facility to its condition prior to the Responsible Party's use. Failure to do so may result in fines and penalties.
4. If additional security or traffic control measures are required, the District will not assume any financial responsibility therefore, but will be available for coordination purposes.
5. All beverages must be contained in cans, boxes, or plastic containers. Glass bottles or containers are not allowed at District facilities.
6. If required by the District, the Responsible Party shall add the District as an additional insured on its insurance policy and shall provide the District with proof of the same requested by the District.
7. A copy of the Permit must be in the possession of the Responsible Party or designated representative and presented to the District or law enforcement personnel upon request.
8. The Responsible Party shall be responsible for his/her own actions and the actions of the parties represented as a result of this Permit. The Responsible Party shall conduct the Event in an orderly and legal manner. The Responsible Party shall be held solely liable for any and all damages resulting from activities involving the District facilities. In the event of an accident of any kind, the Responsible Party shall be solely responsible for any and all occurrences, claims, and liabilities. The Responsible Party agrees to indemnify and hold harmless the District and/or its directors, officers, employees, volunteers, agents, representatives, consultants, lessees, subcontractors, successors, and assigns (collectively, the "District" for purposes of this paragraph) for any claims or causes of action arising or claimed based on injury, loss, or damage to persons or property that arise or are alleged to arise from the actions of the Responsible Party or participants as a result of this Permit. Nothing in this Permit shall be deemed to be a waiver of the protections granted to the District under the Colorado Governmental Immunity Act. If any claim, action, or proceeding is brought against the District in any forum whatsoever arising from any act or omission of the Responsible Party or the participants, the Responsible Party shall, at its sole cost and expense, defend the District by counsel of the District's choosing. This obligation to defend extends to all manner of proceedings, whether in a judicial, administrative, or other forum. The Responsible Party and all guests of the Responsible Party shall execute the Sundance Hills Metropolitan District Facilities and Use Release and Waiver prior to using the District facilities. Failure to do so will result in forfeiture of the Permit.
9. The Responsible Party shall be responsible for the actions of all guests, participants, coaches, and volunteers at the Event and for ensuring compliance with all applicable laws, rules, and regulations during the Event, including, if applicable, compliance with abuse reporting and prevention policies and procedures.

- 10. The District prohibits discrimination of any kind in the issuance or enforcement of permits.
- 11. Cancellation or date changes of less than thirty (30) days' notice may result in loss of any required deposit fee.

I have read and fully agree with and accept full responsibility for the Sundance Hills Pool & Tennis Club Member and Guest Manual and the terms and conditions of this Permit.

Signature of Responsible Party: _____

Date: _____

For District use only

Approved: _____

Date Approved: _____

Additional Conditions:

Full Proposal of Activity: _____ *Yes* _____ *No*

Insurance Requirement: _____ *Yes* _____ *No*

Resume/Background Information of Responsible Party: _____ *Yes* _____ *No*

Damage Deposit Fee: _____ *Yes* _____ *No*

Application Fee: _____ *Yes* _____ *No*

Payment of Damage Deposit Fee Received on Date: _____
 (Paid: Check _____ Cash: _____)

Payment of Application Fee Received on Date: _____
 (Paid: Check _____ Cash: _____)