

FACILITY RENTAL AGREEMENT

This FACILITY RENTAL AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__, between CHERRY CREEK PARKS AND RECREATION DISTRICT, a quasi-municipal entity and subdivision of the State of Colorado (the “District”), and _____ (“Tenant”). The District and Tenant are sometimes referred to collectively herein as “Parties.”

RECITALS

WHEREAS, the District is the fee owner of certain land, improvements and amenities located within the Cherry Creek Vista Parks and Recreation District; and

WHEREAS, the District has made available for rent a swimming pool facility, parks and tennis courts (collectively, the “Facilities”); and

WHEREAS, the District desires to rent certain Facilities to Tenant, and Tenant desires to rent such Facilities from the District in accordance with the covenants, conditions and provisions set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the District and Tenant agree as follows:

AGREEMENT

1. Rented Facilities. The District hereby agrees to rent the following marked Facilities to Tenant for the purpose of _____ (“Event”), pursuant to the terms and conditions of this Agreement:

- _____ Sunset Park
- _____ Orchard Park
- _____ Sunrise Park (Cherry Creek Vista II Park)
- _____ Lakeview Park
- _____ Peakview Park
- _____ Prairie Vista Park
- _____ Tennis Court at Orchard Park
- _____ Tennis Court at Peakview Park
- _____ Tennis Courts at Sunset Park
- _____ Tennis Court at Sunrise Park (Cherry Creek Vista II Park)
- _____ Swimming Pool, 11350 E Orchard Road, Englewood, CO 80111

2. Term. Tenant shall be permitted to use and occupy those certain Facilities identified in Section 1 of this Agreement from _____ a.m./p.m. on _____, 20__ through _____ a.m./p.m. on _____, 20__. The time granted herein shall not be extended for the occupancy or use of said Facilities by Tenant without the written permission of the District. Any additional time permitted for occupancy and use by the District shall be subject to an additional Rental Fee as determined by the District. In the event the rented Facilities are not vacated by Tenant at the time specified in this Agreement, the District shall be and is hereby authorized to remove from the Facilities, at the expense of Tenant, any all goods, wares, merchandise or other property of any kind and description which may be occupying the Facilities. The District shall not be liable for any damages or loss to goods, wares, merchandise, or other

property which may be sustained, either by reasons of such removal or the place to which it may be removed, and the District is hereby expressly released from all claims for damages of whatever kind or nature.

3. Rental Fee. Tenant shall pay a “Rental Fee” upon execution of this Agreement, in cash, credit, certified check, or bank cashier’s check, in accordance with the Fee Schedule attached hereto as Exhibit A.

4. Reservations. Facility Rental reservations will be approved on a first come, first serve basis. This Agreement shall be signed and returned by the Tenant no later than fourteen (14) days prior to Event, but further notice is preferred, as we as important to ensure availability. Facility Rental reservations are not considered final until the Agreement is signed by the District Manager or Pool Manager in the case of pool facility rentals.

5. Restrictions on Use. Tenant hereby agrees to use the rented Facilities in accordance with the following:

a. Tenant shall not use the Facilities for any purpose or in any manner that is unlawful or otherwise prohibited by this Agreement.

b. Tenant shall not use the Facilities in any manner that could damage, disable, overburden, or impair the Facilities in any manner whatsoever, or in any manner that would unreasonably interfere with the District’s and/or additional users’ use and enjoyment of the Facilities.

c. Tenant shall be entitled to serve alcoholic beverages as part of Tenant’s Event; provided, that Tenant obtains any applicable liquor licenses for the Facilities as may be required by law and issued by the State of Colorado and County of Arapahoe, Colorado and provided that Tenant complies with and enforces, at all times, all local, state and county liquor laws, ordinances, rules and regulations governing the serving and/or consumption of alcohol at Tenant’s Event. Tenant agrees to ensure that no persons under 21 years of age will consume any type of alcoholic beverage during the Event. The Tenant agrees to be solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at the Event. In the event Tenant fails to obtain such license and/or adhere to all applicable liquor laws, rules and regulations, Tenant shall be prohibited from serving alcoholic beverages at the Event. Copies of all permits for consuming alcoholic beverages must be submitted to District at least **seven (7)** days prior to the Event. Failure to provide such permits within the time period specified herein shall result in revoking Tenant’s privilege of consuming or selling alcoholic beverages at the Event.

d. Tenant acknowledges that it has received a copy of the District’s rules and regulations. Tenant agrees to comply with all District rules and regulations governing the Facilities, together with all local, county and state laws, ordinances and regulations.

e. Tenant shall ensure that the number of invitees and guests for the Event shall not exceed the stated capacity allowed for the Facilities, nor admit a larger number of persons that can safely and freely move about in the rented Facilities.

f. Tenant shall not make any modifications to the Facilities without the prior written authorization of the District.

g. The Facilities identified in Section 1 of this Agreement must be restored to their original condition at the expiration of the Term of this Agreement set forth in Section 2 above. Tenant shall remove any trash or other items from or adjacent to the Facilities resulting from Tenant's Event prior to the expiration of the Term. In the event that trash and other items remain in, at or adjacent to the Facilities as a result of Tenant's Event, the District shall clean the Facilities and remove any trash and other items in, at or adjacent to the Facilities, and Tenant shall reimburse the District for all cleaning costs incurred by the District.

6. Damage. Tenant shall be solely responsible for any and all damage to the Facilities which is caused, either directly or indirectly, by Tenant's acts or omissions involving Tenant's Event and/or the acts or omissions of such persons participating in or attending Tenant's Event. Tenant agrees to repair all damages to the Facilities within (7) seven days of the Event at Tenant's sole expense. In the event Tenant fails to repair any damage to the Facilities caused by Tenant's Event, the District shall make such repairs and/or replacement of the Facilities as deemed necessary, and Tenant hereby agrees to reimburse the District for all costs incurred by the District for such repairs and replacement.

7. Liability. The Tenant assumes all liability for losses or damages arising out of or related to the use of the Facilities for the Event. The District is not responsible for any lost or stolen items.

8. Additional Users. Tenant acknowledges and agrees that, during the Term of this Agreement, other Events may be held at the Facilities, and Tenant shall so conduct its activities so as to not interfere with those events.

9. Inspection. During the term of this Agreement, the District shall have the right, but not the obligation, to monitor Tenant's use of the Facilities to ensure proper compliance with the terms and conditions of this Agreement.

10. Termination. This Agreement may be terminated at any time for any reason, upon the mutual written consent of the Parties. If this Agreement is terminated prior to the Event, the District shall refund the Rental Fee to Tenant, if notice is given within (7) seven days of the event, or in special situations on a case-by-case basis; provided, however, if the District terminates this Agreement due to a violation of this Agreement by Tenant prior to or during the Event, no refund of the Rental Fee shall be provided. A violation of any of the District's policies, including, but not limited to, this Agreement, may result in immediate revocation of the right to use the Facilities. Park field rentals may not be refunded due to the district's inability to rebook the facilities for extended periods of time upon short notice.

11. Insurance. Tenant shall provide, at its sole expense, General Liability Insurance, with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. If alcoholic beverages are to be provided or consumed, a Host Liquor Liability Insurance Policy with a limit of not less than \$1,000,000 per occurrence is also required. All insurance coverage required by this Facility Rental Agreement shall be provided on a primary, non-contributory basis and shall waive any right of subrogation against the District and its directors, officers and employees. The District and its respective directors, officers, employees and agents shall be named as an additional insured on all policies. Tenant shall provide to the District a certificate of insurance evidencing that adequate insurance has been provided in accordance with the requirements of this paragraph not later than seven (7) days prior to commencement of the use of the Facilities.

12. Force Majeure. Tenant cannot hold the District responsible for failure to provide the basic facilities and services due to emergencies, catastrophes or interruptions of public utilities. If an Act of God were to occur preventing the Event from taking place as scheduled, the District will allow for the event to be rescheduled, pending availability, with no penalty. Last minute cancellations due to inclement weather will not be considered for refunds.

13. Waiver and Release.

THE DISTRICT MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE FACILITIES FOR TENANT'S PURPOSES. IN NO EVENT SHALL THE DISTRICT, ITS SUCCESSORS, ASSIGNS, AND/OR LEGAL SUBSTITUTES BE LIABLE FOR ANY REGULAR, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION ARISING OUT OF OR IN CONNECTION WITH TENANT'S USE OF THE FACILITIES.

Tenant, for itself, its successors, assigns, and legal substitutes, and on behalf of any other attendee of the Event, whether invited or uninvited (collectively the "Releasers"), does hereby waive, discharge, acquit and forever release the District, its officers, directors, employees, servants, agents, consultants, licensees, invitees, authorized volunteers, successors, assigns, and legal substitutes (collectively, the "Releasees), from any and all known and unknown injuries, claims, causes of action, damages, losses, liabilities, costs, expenses and/or demands, including but not limited to, court costs and attorneys' fees, of whatsoever kind or nature, which Releasers now have or may ever have against the Releasees arising out of, resulting from, or alleged to arise out of or from, directly or indirectly, in whole or in part, the Releasers' attendance at the Event or presence at or use of the Facilities during the Event, including but not limited to, injury or damages caused by negligence on the part of Releasees. The Releasers further waive and relieve the Releasees from any and all responsibility and liability related to the Tenant's service of alcoholic beverages to, and consumption of alcoholic beverages by, all persons attending or present at the Facilities during Tenant's Event. The Releasers acknowledge and understand that included within the scope of this waiver and release is any cause of action arising from the performance or failure, negligent or otherwise, to perform construction, operation, maintenance, inspection, supervision or control of the Facilities and and/or from the failure to warn of dangerous conditions existing at the Facilities.

14. Indemnification. Tenant hereby agrees to defend, indemnify, assume all responsibility for and hold harmless the District and its directors, officers, employees, servants, agents, consultants, authorized volunteers, successors, assigns and legal substitutes from and against any and all claims, causes of actions, demands, proceedings, judgements, liabilities, suits, expenses (including, but not limited to, reasonable attorney's fees, expert fees, litigation costs, and investigation costs), losses, injuries and/or damages of any kind asserted by any persons related to, arising out of, alleged to have arisen from, or in any way connected with, directly or indirectly, in whole or in part, the presence, activities, events and omissions of any nature whatsoever of Tenant, the invitees, guests or attendees of the Event, whether invited or uninvited, in connection with the use and occupancy of the Facilities, including, but not limited to, any claim or claims arising out of the presence, serving or use of any alcoholic beverages. This indemnification shall extend to any claims by each and every one of Tenant's invitees, guests, and/or any other person or entity using the Facilities in connection with Tenant's Event. Tenant agrees to assume the costs associated with defending the District should the District become subject to a lawsuit or other claim for relief arising out of Tenant's use of the Facilities. Tenant agrees to assume full responsibility for the conduct of all persons participating in or attending the Event.

15. Immunity. Nothing in this Facility Rental Agreement shall be construed to waive, limit or otherwise modify the monetary limitations or any other rights, immunities or protections afforded to the District, its respective officers, directors, employees, servants, agents, contractors, authorized volunteers or any other persons acting on behalf of the District by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as the same may be amended.
16. Remedies. Breach of any provision of this Agreement shall entitle the non-breaching Party to any and all remedies available at law or in equity, in addition to the District's right to terminate this Agreement pursuant to Section 11 herein. In any legal action to enforce any provision of this Agreement or recover damages for breach of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and court costs.
17. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Colorado. Venue for any court action brought to enforce any provision of this Agreement shall be the District Court in and for the County of Arapahoe, State of Colorado.
18. Severability. In the event one or more clauses of this Agreement are declared illegal, void, or unenforceable, the validity of the remaining portions of this Agreement shall not be affected.
19. Amendment. This Agreement may be amended at any time by a written amendment executed by the District and the Tenant.
20. Assignment. Tenant shall not assign or transfer this Agreement or sublet any portion of the Facilities without the written consent of the District.
21. Entire Agreement. This Agreement and its attachments, if any, constitutes the entire understanding between the Parties with respect to the subject matter hereof.

By my signature below, I attest I have read, understand and fully agree to abide by all terms and conditions of this Agreement.

TENANT:

By: _____ Date: _____

CHERRY CREEK PARKS AND RECREATION DISTRICT:

_____ Date: _____

By: District Manager or
Pool Manager (for pool events only)

EXHIBIT A
Fee Schedule
2019 FIELD USE FEES

The rates enumerated below were adopted by the Board at its November 2018 meeting and become effective Spring 2019. Rates are charged in one-hour increments. No reservations are allowed for Holiday weekends to allow for general resident access and use.

	HOURLY RATES
Tennis Team Rates (not league play on Sunrise Vista Park courts)	\$20/week of league
Sunset Park (1/2 acre; one backstop; 2 soccer goals)	
<input type="checkbox"/> All Days	\$20
Orchard Park (3/4 acre; no backstops; 2 soccer goals)	
<input type="checkbox"/> All Days	\$20
Peakview Park (1-1/2 acres soccer; two backstops; 2 soccer goals)	
<input type="checkbox"/> All days	\$27
Lakeview Park Soccer (3/4 acre, one potential backstop)	
<input type="checkbox"/> All days	\$20
Lakeview Park North Field/Baseball (1-1/4 acre; skinned infield w backstop)	
<input type="checkbox"/> All days	\$27
Lakeview Park Full Field/Weekends (2 acre)	
<input type="checkbox"/> All days	\$35

Please note:

- 1. All use by organized sports leagues or commercial groups must be reserved and paid for in advance, with insurance certificate provided.*
- 2. Casual residential use is first come-first serve, subject to prior reservations by other groups.*

To reserve a field for your sports team practice, please contact the District Manager at 303-482-1002 or send your request to:

*Field Use Coordinator
Cherry Creek Vista Park & Recreation District
lreese@ccrider.us*