

NBC METROPOLITAN DISTRICT
Application for Revocable Park Use Permit/Revocable Park Use Permit
(Applicant must be at least 21 years of age)

Organization: _____ Location: *Circle Point Park*
Applicant's Name: _____ Phone: Office: _____
Address: _____ Alt. #: _____
City: _____
Date of Event: _____
Start time: _____ AM/PM End Time: _____ AM/PM

Purpose/Description of Event: _____

Attendance: ___ 0-20 ___ 21-50 ___ 51-100 ___ 100+

Will alcohol be served? ___Y ___N

Will the event include a tent or other shade structure? ___Y ___N

Will the event include music or amplified sound? ___Y ___N

If yes to any of the above 3 questions additional information will be required.

POLICY

The NBC Metropolitan District (the "District") Board of Directors has adopted a policy regarding the issuance of Revocable Park Use Permits for reservations at outdoor facilities, including but not limited to parks and open space, within the District's boundaries (the "Property"). The applicant must complete and execute this Application for Revocable Park Use Permit which includes a Waiver and Release from Liability and then submit the applicable permit fee and deposit. If the applicant is a corporation, the Application and Waiver must also be executed by an individual.

PERMIT CONDITIONS

1. Motorized vehicles (including food trucks and vendors) are restricted to parking lots. Permission to use the parking lots must be obtained in writing from Stacy Diamond at Stacy.Diamond@jill.com and submitted to the District. Vehicle use on grass, sidewalks, paths and open space is strictly prohibited (this includes vehicles for purposes of unloading or loading picnic supplies and all catering or concession vehicles) within the District. Exceptions are rare and require prior District approval in writing below.
2. No commercial concessions shall be operated, nor charge or donation request of any kind be made of the public on the premises. Programs, circulars, pamphlets, handbills, or any other printed material shall not be sold or given away or contain any advertising without prior written District approval below. Exceptions are rare and require prior District approval in writing below.
3. Upon termination of permitted use, the area shall be restored to a litter free condition. Repair or cleanup required by the District will be deducted from the deposit and, to the extent the amount exceeds the deposit, billed to applicant based on cost of service.
4. If additional security or traffic control measures are required, the District will not assume any financial responsibility but may at its option assist with coordination functions and arrangements.
5. Tents, booths, stands, awnings, canopies, inflatables or other structures are prohibited without the express written consent of the District.
6. Destruction, damage, or removal of any vegetation; or defacement of District property is prohibited. Applicant shall be responsible for any and all such damages.
7. Disorderly conduct and/or abusive language shall be prohibited and shall be cause for ejection and loss of deposit.
8. Any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the prior express written consent of the District.
9. Parks are available for events between the hours of 10:00 a.m. and 8:00 p.m. Reservations may be made for Monday through Friday only. All pets must be on a leash not to exceed six feet in length. Owners are expected to clean up after pets.
10. Alcohol is not allowed in the park without an approved alcohol permit. Alcohol permits are available for an additional fee of \$50.00. Permitted alcoholic beverages shall be limited to malt and vinous liquors (canned beer and boxed wine only). *It is recommended that alcohol is provided by a licensed caterer with TIPS certification.*
 - a. A valid State issued ID is required to show proof of age before an alcohol permit will be issued and the name on the ID must match the name on the rental.

- b. The person reserving the park and applying for an alcohol permit is required to be present during the entire park rental and keep approved permit on hand at all times.
 - c. Alcohol permit holder is responsible and assumes all risk regarding liabilities that may arise by those attending and drinking alcohol during the rental. Applicant is responsible for ensuring all persons who drink are of legal age and all state alcohol laws are obeyed.
 - d. Consumption of any other alcoholic beverage shall be cause for ejection and loss of deposit. In addition, all state and local laws regarding the consumption of alcohol apply.
11. Glitter and confetti are prohibited in the Park. Other decorations are allowed so long as they are removed and disposed of properly. The applicant will be financially responsible for any damage to District property caused by decorations.
12. Only licensed caterers are allowed to use grills.
13. A copy of this permit must be in the possession of the applicant or designated representative and shown to District personnel upon request.
14. District parks and facilities are patrolled by local law enforcement agencies and all other applicable rules and regulations to include District rules and regulations, state statutes, county regulations or city ordinances will be enforced.
15. The applicant and the organization shall be responsible for its/his/her actions and the actions of the parties represented as a result of this permit and shall execute the Waiver and Release which follows this Application for Revocable Park Use Permit. An unexecuted Waiver and Release shall render this Permit null and void.
16. Special requests regarding motorized vehicles, concessions, printed material, structures/tents and sound equipment, should be made to:

Ann Finn, District Manager
NBC Metropolitan District
141 Union Blvd, Suite 150
Lakewood, CO 80228-1898
Phone: (303) 987-0835 / Fax: (303) 987-2032
Email: afinn@sdmsi.com

17. This Permit is non-assignable.
18. Applicants must arrange for portable toilet facilities for events scheduled for more than four hours and for more than fifty people. For events involving 50-100 people, one portable toilet must be provided. For events involving more than 100 people, one portable toilet for each 100 people or portion thereof must be provided. For example, for an event involving 120 people, two portable toilets must be provided. Applicants are solely responsible for arranging for the rental of the toilets and assume all responsibility for payment and proper placement of the toilets. Toilets must be placed in the parking lot areas only, NOT on the grounds and written

permission must be obtained from Stacy Diamond at Stacy.Diamond@jill.com and submitted to the District. The company providing the portable toilet service must mail or fax to the District at least one week in advance of the event, confirmation that portable toilet facilities have been ordered, pre-paid, and will be delivered. Toilets will be removed within twenty-four (24) hours of the end of the event. If the District does not receive confirmation for a pre-paid order for portable toilet facilities, this Permit shall be null and void.

- a. **EXCEPTION:** In the event the Applicant has an office or offices located within the boundaries of District, the scheduled event is for employees of Applicant, and Applicant has sufficient toilet facilities within its office or offices and said facilities will be available and open during the event, then no portable toilet facilities will be required.
19. **FEES:** Upon execution of this Permit, Applicant shall remit the following amounts in check or cash to the District:
- a. **RESERVATION FEE:** The fee to reserve the Park for an in-District Applicant is as follows:
 - 1 to 20 attendees - \$50.00
 - 21 to 50 attendees - \$100.00
 - over 51 attendees - \$150.00
 - b. **RESERVATION FEE:** The fee to reserve the Park for an out-of-District Applicant is as follows:
 - 1 to 20 attendees - \$75.00
 - 21 to 50 attendees - \$150.00
 - over 51 attendees - \$200.00
 - c. **ALCOHOL PERMIT FEE:** \$50.00

*These amounts cover the administrative costs of the park rental/reservation and are **non-refundable**. Events maybe rescheduled.

DEPOSIT: A separate check in the amount of **\$250.00** shall be remitted upon execution of this Permit, which amount will be refunded if and to the extent the premises is left in a condition acceptable to District. The District shall deduct from the deposit the cost of any repairs or cleanup required by the District as a result of the event, and to the extent the amount exceeds the deposit, billed to the applicant based on cost of service.

VIOLATION OF ANY OF THE PERMIT CONDITIONS MAY RESULT IN IMMEDIATE REVOCATION AND/OR FORFEITURE OF USE PERMIT DEPOSIT. REPAIRS OR CLEANUP BEYOND NORMAL USE WILL BE BILLED TO APPLICANT BASED ON COST OF SERVICE.

I understand and agree to abide by the terms of this Agreement and the “NBC Metropolitan District Circle Point Park Rules and Regulations.” I understand that I am responsible for any loss or damage of the facility or surrounding areas which may occur as a result of this function and agree to hold the NBC Metropolitan District harmless from any and all liability or damage resulting from the actions of myself, my family, or any attendees at the function. I acknowledge that I have read this Agreement and the “NBC Metropolitan District Circle Point Park Rules and Regulations,” which are incorporated herein by this reference.

Applicant Organization

Title

Date

Approved ____ Disapproved ____

Ann E. Finn, District Manager Date _____

Damage Deposit: Check # _____ Total \$ 250.00

Reservation Fee:

In-District: (1 to 20 attendees) Check # _____ Total \$ 50.00
(21 to 50 attendees) Check # _____ Total \$ 100.00
(over 51 attendees) Check # _____ Total \$ 150.00

Out-of-District (1 to 20 attendees) Check # _____ Total \$ 75.00
(21 to 50 attendees) Check # _____ Total \$ 150.00
(over 51 attendees) Check # _____ Total \$ 200.00

Alcohol Permit Check # _____ Fee \$ 50.00

Total \$ _____

WAIVER AND RELEASE FROM LIABILITY
AND AGREEMENT TO INDEMNIFY

IN CONSIDERATION of the permission granted by the NBC Metropolitan District (the "District") to enter upon the Property for the purpose defined in the Application for Revocable Park Use Permit, to which this RELEASE is attached and made a part, the undersigned applicant (the "Applicant"), on behalf of him/herself, and, if applicable, the organization, its members, representatives, guests, invitees and successors (the "Organization") (where applicable, the Applicant and Organization are hereafter referred to collectively as the "Undersigned") hereby agree as follows:

1. If executed on behalf of an Organization, Applicant states that he/she has been authorized to execute this application on behalf of the Organization.
2. That upon entering any such areas as described in the Application for Revocable Park Use Permit, the Undersigned will continuously thereafter inspect such facilities and all portions thereof, and its continued use thereof shall constitute an acknowledgement that it has inspected such facility 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 facility is deemed to be unsafe, park officials will be notified, and use of the facility will be terminated.
3. The Undersigned **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE DISTRICT**, its officers, officials, representatives and assigns from all claims, demands and any and all manner of actions, causes of action, suits, damages, claims and demands whatsoever in law, or in equity, which against the District, the Undersigned ever had, now has, or which its successors, executors or administrators hereafter can, shall or may have, for, upon or by reason of any manner, cause created by or existing out of the permitted use of the Property by the Undersigned.
4. The Undersigned **AGREES TO INDEMNIFY AND HOLD HARMLESS** the District, its officers, officials and representatives from and against any and all claims, demands and any and all manner of actions, causes of action, suits, damages, claims and demands whatsoever in law, or in equity, which against the District or the Undersigned, any party shall or may have for, upon or by reason of any manner, cause created by or existing out of the permitted use of the Property by the Undersigned.
5. The Undersigned expressly acknowledges and agrees that the activities at the facility are dangerous and involve risk or serious injury and/or death and/or property damage and **HEREBY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** resulting from the negligence of the District or otherwise while in or upon the facility and/or while competing, officiating, observing or working for or for any purpose participating in the event which is the subject of the application.
6. **IN THE EVENT INTOXICATING BEVERAGES ARE SERVED OR SUPPLIED BY WHATEVER MEANS ON THE PARK GROUNDS TO THE UNDERSIGNED BY THE UNDERSIGNED OR OTHER INDIVIDUAL OR ENTITY IN ATTENDANCE, OR TO ANY OTHER INDIVIDUAL OR ENTITY IN ATTENDANCE BY THE UNDERSIGNED, THE**

UNDERSIGNED SPECIFICALLY ACKNOWLEDGE THAT THE TERMS OF THIS RELEASE WILL APPLY THERETO IN EVERY RESPECT. THE UNDERSIGNED HAS ACKNOWLEDGED AND AGREED THAT IT WILL BEAR COMPLETE RESPONSIBILITY, IN ACCORDANCE WITH THE TERMS OF THIS RELEASE, FOR SUCH INJURIES OR DAMAGES TO ANY PERSON OR PROPERTY WHICH MAY RESULT AND WILL INDEMNIFY THE DISTRICT FOR ANY AND ALL LIABILITY INCURRED BY IT AS A RESULT OF THE SERVICE OR SUPPLICATION OF INTOXICATING BEVERAGES ON THE PARK GROUNDS, AS STATED ABOVE.

7. The Undersigned expressly agrees that this Waiver, Release, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado, and further that if any part hereof is held invalid, the remainder of this Agreement shall continue in legal force and effect.

THE UNDERSIGNED HAS READ, UNDERSTANDS, AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and further agrees that no oral representations, statements or inducements have been made.

ORGANIZATION:

By: _____

Print Name: _____

Title: _____

Applicant/Organization Address:

Date: _____

Witness: _____