

Pavilion Reservation Agreement

Riverdale Dunes Metropolitan District No. 1

Property Street Address: _____

Resident Name(s): _____

Contact Phone/email: _____

Reservation Details:

Reservation Location: (circle one please)	Sports Park Dunes Park
Reservation Date:	
Reservation Time:	
Approx. size of group:	

WAIVER OF LIABILITY AND INDEMNIFICATION:

The Applicant shall use reasonable care and make reasonable diligent efforts to avoid any harm, injury, or loss of property to any person while using the pavilion, park equipment and surrounding park area. Applicant agrees to indemnify and hold harmless the Riverdale Dunes Metropolitan District No. 1 (the "Released Parties") from any and all liability, sums and costs, including attorney fees and all other fees incidental to defend any loss or damages the Released Parties may suffer as a result of claims, demands, costs or judgements resulting from Applicant's use of the facilities.

Applicant, its successor and assigns assume all liability and risk associated with use of the District's facilities and hereby releases and agrees to indemnify, defend and hold harmless the Released Parties, and their representatives, staff, employees, agents, and directors from any and all claims, liability, injuries, damages and costs incurred by Applicant, any of Applicant's guests, or other persons, in connection with Applicant's use of the District's facilities. Applicant further acknowledges that he/she has reviewed and evaluated the risks and determined to use the District's facilities with full knowledge and acceptance of the risks.

Applicant understands that the Released Parties do not provide insurance coverage for accidents or injury sustained by Applicant, guests or other persons. Applicant agrees that use of the District's facilities shall be undertaken by Applicant and guests at their sole risk, and the Released Parties shall not be liable for any injuries or any damage to Applicant, guests, or other persons, or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin. The Released Parties shall not be responsible or liable for articles damaged, lost, or stolen, or for loss or damages to any property. The undersigned evidences by his/her signature that the Applicant and its group or organization has read and will comply with the rules and regulations as stated on the form provided to Applicant.

INSURANCE REQUIREMENTS FOR BUSINESS ENTITIES AND VENDORS: Applicant shall, at its own expense, obtain and maintain during the term of this agreement, General Liability Insurance with a limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate limit. Applicant will provide a certificate of insurance including Riverdale Dunes Metropolitan District No. 1 as Additional Insureds.

Applicant Name (Printed)

Signature

Date

Information below to be completed by the District:

Approved		Denied	
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Reviewed by:		Date	
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Date Deposit Received	
Check # and Date	

POST EVENT PAVILION CONDITION CHECKLIST

Please be sure to complete the following checklist after completion of the event at the pavilion. The condition of the pavilion after the event in comparison to before the event will determine the extent to which the deposit will be returned.

Initial

- _____ 1) Wipe down all tables
- _____ 2) Sweep the pavilion floor and return all rocks to the rockbeds
- _____ 3) Remove all trash from the pavilion area and surrounding rockbeds
- _____ 4) Haul away any excess trash (trash that does not fit entirely in the park trash containers).
- _____ 5) Wipe down any stains on the concrete floor, surrounding sidewalks or pavilion posts
- _____ 6) Return tables to original locations
- _____ 7) I acknowledge that failure to adequately perform steps 1 through 6 may result in the District incurring costs to clean the pavilion and such costs will be reimbursed by me (the Applicant). *I acknowledge that failure to reimburse the District for costs incurred to clean the pavilion may result in the District adding such reimbursable costs to my property tax bill.*

Applicant Name (Printed)

Applicant Signature

Date

Dunes Park Pavilion Usage Guidelines

1. Riverdale Dunes Metropolitan District No 1 (the District) sponsored programs and activities have priority over other proposed events scheduled for the pavilion.
2. Reservations will not be considered as final until approval is granted and the appropriate deposit has been received by the District. Reservations are approved on a first come first serve basis. Checks are only accepted from banks where funds are able to be verified. If your bank doesn't verify funds, down payments will only be accepted in the form of cash or cashier's checks.
3. The reservation Applicant needs to be at least 18 years of age to reserve the pavilion. A copy of the Applicant's current driver's license is needed to reserve a room.
4. Any vendors (DJ, band, table/chair rental company, catering company, etc.) that will be on or around the pavilion premises during the reservation period, need to provide the District with proof of insurance listing the District as additionally insured.
5. Please note that charges may be assessed if damage is done to the pavilion or cleaning does not occur.
6. Following the approval a copy of the application will be returned to the Applicant. Applicants are required to have in their possession a copy of the approved application during the reservation period.
7. Pavilion may be reserved between the hours of 8:00am and 10:00pm Friday through Sunday and 8:00am and 9:00pm Monday through Thursday.
8. The District will not be responsible for lost or stolen articles during the time the pavilion is reserved by an individual, group or organization.
9. The "Post Event Pavilion Condition Checklist" must be completed by the Applicant and submitted to the District immediately following the reservation. Otherwise, the Applicant's deposit may be forfeited to the District. Failure to adequately perform all steps in the "Post Event Pavilion Condition Checklist" may result in the District incurring clean-up charges – all of which will be billed back to the Applicant.
10. All set up, take down, and clean-up is the responsibility of the group or organization.
11. Your reservation time frame must include any time required to set up and clean up.
12. Adult supervision of children is required at all times.
13. Parking needs to happen on the curb space bordering the park area. Please note that Commerce City parking ordinances prohibit vehicles from parking in front of any residence unless such vehicle is registered to that residence.
14. Violation of any city ordinances including parking, open alcohol containers, noise, disorderly conduct, or loitering by event attendees constitutes a forfeit of the pavilion deposit.
15. No alcoholic beverages or smoking is allowed in or around the pavilion.

Dunes Park Pavilion Usage Guidelines (Continued)

The signer of the application shall be considered the legal agent for compliance with all conditions for the use of the facility. By my signature below, I hereby swear to have read and understand the District's Dunes Park Pavilion Usage Guidelines.

Applicant Name (Printed)

Applicant Signature

Date

If you have additional questions please call the Riverdale Dunes Metropolitan District No. 1 at (970) 617-2471.

Frequently Asked Questions

1. How many electric outlets exist at the pavilion?

There are two three-prong GFCI electric outlets at the pavilion that are active 24/7 at Dunes Park only. The sports park does not have power.

2. What is the electric capacity of each electric outlet?

Each outlet has a capacity of up to 1,920 watts. Wattage exceeding that capacity will trip the circuit. An example of estimated wattage from recreation appliances include a popcorn machine (1,100 to 1,500 watts), air compressors (800 to 900 watts), stereo equipment (500 watts).

3. Is the pavilion lighted at night?

Yes. The pavilion has a manual light timer switch that allows the pavilion light to be on for up to 1-hour increments.