



Colorado Crossing Metropolitan District No. 1

**Park Facilities Reservation and
Rental Policies Manual**



405 Urban St., Suite 310, Lakewood, CO 80228

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Purpose

The purpose of this manual is to define the policies and procedures for rental of the park facilities owned by the Colorado Crossing Metropolitan District No. 1 (the "District"), including soccer fields, picnic structures, and an entertainment stage.

General

The Board of Directors is responsible for setting policies related to rental of the District facilities. Any questions as to the meaning of any part of this manual should be submitted to the District Manager.

Facilities

Facilities available for rent include soccer fields, two picnic structures, and one entertainment stage.

Except as otherwise noted, the facilities are available for rent from 10:00 AM –9:00 PM, November 1st through April 30th, and 10:00 AM – 10:00 PM, May 1st through October 31st.

NOTE: The Board of Directors and the District Manager have the right to reserve any of the District's facilities at any time.

Facility Scheduling

To properly schedule any activities or events, contact the District Manager.

Reservations may be made for the specific areas indicated on the Rental Agreement and do not allow for the use of other areas. Reservations can be made no more than one year in advance.

Reservations

All requests for facilities reservations must sign a Rental Agreement and have prior approval by the District Manager.

The Colorado Crossing Metropolitan District No. 1 has designated Public Alliance LLC as the District Manager responsible for overseeing park facilities reservations and rentals. Public Alliance LLC serves as the primary point of contact for all inquiries, approvals, and administrative matters related to park facility usage. For assistance, please use the following contact information:

Email: aj@publicalliancellc.com

Phone: (720) 213-6621

Website: publicalliancellc.com

Address: 405 Urban St., Suite 310, Lakewood, CO 80228

All requests for reservations will receive a copy of the applicable Rental Agreement and Park Facilities Reservation and Rental Policies Manual. Reservations must include adequate time for setting up personal items before the event starts as well as clean-up of personal items after the event. Due to the number of facility requests, all reservations must begin and end at the time indicated in the Rental Agreement. Failure to comply will result in additional rental fees being charged and/or loss of deposit. A Reservation begins when the Renting Party (or any member of their party) enters the facility to begin set-up and ends when the final member of the Renting Party departs after clean-up. If a reservation exceeds the time agreed to in the Rental Agreement, the renting party will be charged in hourly increments for the additional time. Only the facility(ies) reserved in the Rental

Agreement can be utilized by the Renting Party and its guests.

Capacity

All picnic structures can be reserved for a maximum of 25 people. The Renting Party must disclose all requested information on the Rental Agreement. Failure to disclose information or falsifying information will result in forfeiture of all rental privileges and loss of security deposit.

Subleasing

Subleasing is strictly prohibited. The Renting Party must be physically present for the duration of the reservation.

Changes to Rental Agreement

Any changes in date, time or facility must be delivered in writing via email, US Mail, or hand delivery to the District Manager at least 48 hours prior to the scheduled reservation date. There is no guarantee that additional facilities or equipment will be available if the original reservation must be altered for any reason. Additional rental fees incurred as a result of changes to the original Rental Agreement must be paid in full when the changes are made.

Fees

Reservations for picnic structures and soccer fields require a nonrefundable \$25 fee and a refundable \$100 damage/cleaning deposit due at the time the Rental Agreement is signed. Reservations for the entertainment stage require a nonrefundable \$250 fee and a refundable \$500 damage/cleaning deposit. Reservations will not be made without payment in full. In the event of damage or the need for District personnel to be onsite, professional time will be billed at the rate of \$100 per hour and repair/cleanup costs will be billed at actual cost, as detailed in the following section.

Cleaning/Damage Deposit

All renting parties must pay a cleaning/damage deposit upon signing a Rental Agreement. The cleaning/damage deposit is refundable if the facility is left in the condition in which it was provided to the Renting Party. The Renting Party will be responsible for damages or cleaning costs above and beyond the cleaning/damage deposit. If the deposit is not sufficient to cover the repairs of any damage or cleaning necessary after the rental and the Renting Party fails to pay the additional expenses, the District may undertake any additional enforcement actions and other remedies permitted to the District under the District rules and policies and/or Colorado law if deemed warranted by the District. The deposit, less clean-up or damage charges, will be refunded within 30 business days after the rental. The cleaning/damage deposit is due when the Rental Agreement is signed. The District reserves the right to retain the cleaning/damage deposit if all of the Park Facilities Reservation and Rental Policies are not adhered to properly. The District further reserves the right to deny future rentals to parties that do damage to District facilities or receive excessive complaints from surrounding residents.

Insurance Requirements

Anyone renting the entertainment stage must provide the District with a certificate of insurance for their homeowner's (or other applicable) insurance naming the Colorado Crossing Metropolitan District No. 1 as an additional insured for the date of the private rental. The Renting Party must provide the certificate of insurance to the District at least one week prior to the event. Failure to provide the District with an appropriate certificate of insurance will result in the cancellation of the reservation. Any expense incurred as a

result of providing the District with the appropriate certificate of insurance is the responsibility of the Renting Party. The District will not reimburse the Renting Party for any expenses incurred by adding the District as additionally insured to their homeowner's policy.

Cancellation Policy

Notification of cancellations must be submitted in writing to the District office via email, US Mail or hand delivery. If a private rental is cancelled more than 72 hours prior to the reservation date, rental fees may be applied to a future rental. Private reservations cancelled 48 hours prior to the rental date may apply 50% of the rental fees to a future rental. Private reservations cancelled less than 48 hours prior to the reservation date will forfeit the rental fees.

Profit-Generating Opportunities

"Profit-generating opportunities" are defined as the selling of goods or services, intentional or otherwise. Profit-generating opportunities are prohibited without prior approval from the District Manager.

Conduct

The Renting Party that rents or reserves the facility is responsible for the actions and any damages caused by their members or guests. Improper conduct toward or abuse of members, residents, guests and/or District representatives will not be tolerated. The Renting Party is also responsible for compliance with all applicable City of Colorado Springs rules, regulations, and ordinances, including the noise level of the activity or event is not a nuisance to any of the surrounding neighborhoods. Complaints about the activity or event may constitute the removal of the offending individual(s) or termination of the activity or event. All facility users must conduct themselves in accordance with the District's Rules and Regulations which may be accessed from the District's website.

Facility Set-Up

For entertainment stage rentals, a diagram of the event area set-up must be included with the Rental Agreement. Set-up must adhere to all fire codes and safety laws and must not block or impede the flow of traffic in or out of any exit to or from a facility. Any changes to the requested set-up must be delivered in writing, via email, US Mail, or hand delivery to the District Manager at least 48 hours prior to the reservation date.

Storage & Deliveries

Storage space is not available. The District accepts no responsibility for delivery/pick-up and does not have space to store items prior to or following a scheduled reservation. The Renting Party is responsible for making arrangements for deliveries and pick-up of the deliveries. The District is not responsible for any damage to a delivery. Delivery and pick-up must be completed during the scheduled reservation. If a delivery is made before or after the scheduled reservation, the Renting Party will be charged for the additional time that the facility is occupied by the delivery.

Decorations

Any decorating is the responsibility of the Renting Party. Event decorations and methods of displaying decorations must be approved by the District Manager prior to being used. Tacks, nails, staples, duct-tape, or (tape with strong adhesive) or other means may not be used on trees, posts, structures or tables. Additional fees, as determined by the District Manager, will be charged if repairs are required. Candles (except small candles on birthday cakes), fireworks, confetti, glitter, rice, silly string and birdseed are strictly

prohibited. Existing facility décor cannot be removed or altered in any way.

Facility Cleaning

The Renting Party is required to clean up and remove all trash from the reserved facility as well as any surrounding areas that guests utilized, including but not limited to. The Renting Party is responsible for leaving the facility in the condition in which it was provided. Failure to leave the facility in the condition in which it was provided will result in forfeiture of the cleaning/damage deposit. All required cleaning of the premises will be done AT THE RISK of Renting Party and/or vendors and any attendees. The District is NOT liable for persons who are injured as a result of cleaning the premises.

Alcohol

Intoxication is strictly prohibited. Alcoholic beverages are prohibited.

Vendors

Vendors must be self-sufficient and must furnish all necessary supplies and equipment. All vendors must be approved by the District Manager in advance to ensure that the vendors comply with necessary permits and meet the minimum insurance requirements. At least two weeks prior to the event, the Renting Party must provide the District with a certificate of insurance for each vendor, naming Colorado Crossing Metropolitan District No. 1 as an additional insured, and stating that the certificate holder meets the following minimum insurance requirements:

Commercial General Liability	\$1,000,000 Occurrence
\$1,000,000 Personal Injury	
\$1,000,000 Products/Operation	
\$1,000,000 General/Aggregate	
Automobile Liability	\$500,000/\$1,000,000 Bodily Injury
Worker's Compensation	Statutory limits

Homeowners' insurance policies do not cover an individual for business-related actions and, therefore, will not be accepted as a vendor's proof of insurance. Contact the District Manager for a list of vendors who have already been approved by the District. Contracting with unapproved vendors places the District in deliberate risk. If the vendor does not have insurance or does not meet the minimum insurance requirements, a one-time insurance policy must be purchased by the vendor meeting the District's requirements. No exceptions will be made.

Disclaimer

The Board of Directors reserves the right to modify or amend the policies, rates and appendices stated here at any time.

Rental Application / Agreement

RENTING PARTY CONTACT INFORMATION

Applicant Name: _____

Address: _____

Name of Club (if applicable): _____

Primary Phone Number: (____)____-____ Alternate Phone Number: (____)____-____

Email Address: _____

RENTAL INFORMATION

Type of Event: ☐ Private Rental ☐ Club Function ☐ Community-wide Function

Name/Description of Event: _____

Estimated Number of Attendees: _____

Will your event be primarily for Victory Ridge residents?

Will your reservation be open to all Victory Ridge residents?

Will your event be advertised to the public?

Will refreshments be provided during your reservation?

Will you use vendors (caterer, entertainment, etc.)?

Will tickets be sold for this event?

Will there be any profit-generating opportunities?

Will you be decorating the facility during your reservation?

If yes, please describe the decorations:

Yes	No

If this is a one-time event, please complete this section:

Date: _____

Set Up Start Time: _____ AM/PM Event Start Time: _____ AM/PM

Event End Time: _____ AM/PM Clean Up End Time: _____ AM/PM

If this is NOT a one-time event, please complete this section:

Set Up Start Time: _____ AM/PM Event Start Time: _____ AM/PM

Event End Time: _____ AM/PM Clean Up End Time: _____ AM/PM

Frequency: Weekly / Every Other Week / Monthly / Every Other Month / Quarterly

Day of the week: Mon Tues Wed Thu Fri Sat Sun

If monthly/every other month/quarterly: Day of the Month **OR** 1st 2nd 3rd 4th 5th

I have read and agree that I am responsible for ensuring that I and my guests, attendees,

vendors, contractors, etc. will abide by ALL Colorado Crossing Metropolitan District No. 1, (the "District") rules, terms and conditions, as stated in this Agreement and the Park Facilities Reservation and Rental Policies Manual. I also understand that I am responsible for any fines and/or damage charges levied as a result of inadequate cleaning or damage to District property, stolen property or behavioral violations by any attendees of my event.

I HEREBY RELEASE, ON BEHALF OF MYSELF AND ON BEHALF OF MY GUESTS, ATTENDEES, VENDORS, CONTRACTORS, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, THE DISTRICT, AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM LIABILITY FOR ANY CLAIMS WITH RESPECT TO THE EVENT AND ACKNOWLEDGE MY ASSUMPTION OF LIABILITY FOR ANY LOSS OR DAMAGE TO DISTRICT PROPERTY, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO THE EVENT LAWN, SOCCER FIELD, ENTERTAINMENT STAGE, PAVILION, OR OTHER DISTRICT PROPERTY ARISING OR RESULTING FROM THE EVENT.

Signature

Date

FOR DISTRICT OFFICE USE

Required to be submitted with application:

- ✓ Completed Application Form
- ✓ Usage Fee of \$ _____ (non-refundable) – Check made payable to Colorado Crossing Metropolitan District No. 1.
- ✓ Damage Deposit – Separate check made payable to Colorado Crossing Metropolitan District No. 1. \$ _____ (refundable)
- ✓ Signed Waiver and Consent Form

Fees Collected:

Check #: _____

___ Use Fee: _____

Receipt #: _____

Deposit: _____

Staff Fee: _____

Cleaning Fee: _____

TOTAL: _____

Staff Member Signature

Date Received