

## **Facility Use Application And Agreement**

### **FACILITY USE APPLICATION**

User Name	User's Representative or Contact Person
User's Address	User's Phone Number
User's email address	Group Name

### **FACILITY USE AGREEMENT**

THIS FACILITY USE AGREEMENT (the "Agreement") is by and between Highlands Ranch Community Association, Inc. ("HRCA") and the User on signature page ("User") for the purpose of permitting the User to use HRCA indoor turf for the purpose and on the terms and conditions set forth in this Agreement.

In consideration of mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. License. HRCA hereby grants a license (the "License") to User to use the turf field (the "Premises") in the HRCA facility (the "Facility"), on the dates and times (the "Use Period"), for the activity and purposes (the "Function"), and for the fee ("Facility Use Fee"), all as set forth on Schedule 1 attached to this Agreement by this reference, on and subject to all of the terms and conditions set forth in this Agreement.

2. Permitted Use. User will use the Premises solely for the activity and purpose of renting the turf field at the Westridge Recreation Center

3. Facility Use Regulations and Laws. User will abide by the terms and conditions of HRCA's Facility Use Regulations (the "Facility Use Regulations"), and all other policies and procedures and Rules and Regulations from time to time adopted by HRCA. User, and the employees, subcontractors, agents, representatives, participants, guests and other invitees of the User and the attendees of the Function will comply with the Facility Use Regulations and with all applicable federal, state and local statutes, rules, regulations, codes, ordinances and policies ("Laws"). User Invitees include any person attending or attempting to attend the Function, regardless of whether such person was invited or authorized to attend by User.

4. No Alcoholic Beverages.

4.1. Prohibition. The service, sale or consumption of alcoholic beverages in the Facility, the Premises or anywhere on HRCA property is strictly prohibited unless specifically agreed to in writing by HRCA and set forth in an Addendum attached to this Agreement.

4.2. Violation. If alcohol is served, sold, or consumed at the Function for which HRCA has not granted permission for the service or consumption of alcohol or if alcohol is served, sold or consumed in violation of the terms of HRCA's permission (including the terms of the Addendum), or in violation of the terms of this Agreement, User will be in breach of this Agreement and HRCA will have the right to terminate this Agreement for cause.

## 5. General Provisions.

5.1. Facility Use Application. The terms of User's Facility Use Application submitted in connection with User's use of the Facility are hereby incorporated in and made a part of this Agreement. Any false or misleading information in the Application or omission of requested information from the Application is a breach of this Agreement by User.

5.2. User Qualifications. In order to use the turf field in the Facility, the User must meet the qualifications as established by HRCA in its sole discretion and as set forth in the Facility Use Regulations from time to time.

5.3. Supervisor on Duty. An HRCA employee ("Supervisor on Duty") designated by HRCA will be HRCA's representative and authorized to act on behalf of HRCA during the Function. User will comply with all directives and requests made by the Supervisor on Duty, as described in the Facility Use Regulations, and failure to do so will be a breach of this Agreement by User.

## 6. Fees and Other Payments.

6.1. Facility Use Fee. The Facility Use Fee for using the Premises is due and payable in full by User to HRCA at the time this Agreement is signed.

6.2. Additional Fees. In addition to the Facility Use Fee, User will pay to HRCA all costs and expenses incurred by HRCA in support of or as a result of User's use of the Facility. Such expenses may include cleaning costs, security costs, property damage, set-up and take-down fees, and any other costs or expenses as described in this Agreement or the Facility Use Regulations.

6.3. Assessments. If User is a Member of HRCA, all amounts payable to HRCA under this Agreement are Assessments, as such term is defined in the Community Declaration for Highlands Ranch Community Association, Inc. (the "Declaration"). HRCA has all rights and remedies with regard to collection of these Assessments as are provided in the Declaration for the collection of Assessments in general, together with any and all rights and remedies otherwise available at law or under the terms of this Agreement.

## 7. Indemnification and Insurance.

7.1. Indemnification. User will indemnify and hold harmless HRCA, its officers, directors, members, employees, agents and volunteers (the "HRCA Parties") from and against any claims, losses, liabilities, damages, costs or expenses, including reasonable attorney's fees, incurred by the HRCA Parties as a result of User or User's Invitees' use of the Facility or resulting from any injury to any person or any damage to any property arising in any way out of the use of the Premises by User or any User Invitee. User's obligation to indemnify HRCA under this Agreement will apply notwithstanding that joint or concurrent liability may be imposed on any of the HRCA Parties and will survive termination of this Agreement for any reason.

7.2. Insurance. User will provide such insurance in connection with the use of the Premises as HRCA may from time to time require in its sole discretion. All insurance will be subject to approval by HRCA and additional insurance may be required by HRCA at any time in its sole discretion. User's insurance will be primary coverage and will contain no rights of subrogation against HRCA and the HRCA Parties. User waives all rights of subrogation that User or its insurers may have against HRCA and the HRCA Parties. User will provide valid proof of insurance to HRCA no later than 10 business days prior to the Function. Failure to provide proof of insurance acceptable to HRCA will be a breach of this Agreement, in which event HRCA may terminate this Agreement for cause.

8. Assumption of Risk. User assumes all risk associated with the use of the Premises and Function under this Agreement. HRCA is not liable for any lost, stolen or damaged property of User or User Invitees. HRCA may condition User's use of the Premises upon each person using the Facility, whether a Member, User, Guest, or otherwise, executing an individual waiver and release, provided that failure to obtain such waiver and release will not relieve User from any of its obligations or agreements under this Agreement.

9. Termination by HRCA.

9.1. Right to Modify. The License granted hereunder is revocable by HRCA at any time in its sole discretion. Therefore, HRCA reserves the right to modify or terminate this Agreement at any time, including changing the turf field that will be the Premises, to accommodate program changes, for unforeseen circumstances or for any other reason in its sole discretion. HRCA will attempt to notify User as soon as possible upon any such modification or termination. If a mutually agreeable alternative date and time or place for the Function cannot be agreed upon by the User and HRCA, this Agreement will be deemed terminated and the User will receive a full refund of the Facility Use Fee. HRCA will have no liability to the User for damages of any kind or nature claimed by the User as a result of any such termination.

9.2. User Default. HRCA may terminate this Agreement and the License at any time for cause. A termination will be for cause if User breaches any of the terms of this Agreement, the Facility Use Regulations or any other HRCA Rules and Regulations (as defined in the Declaration). If HRCA terminates this Agreement for cause, HRCA will have the right, in addition to any other remedies it may have, to terminate the License and this Agreement, in which event, the Function will be immediately cancelled (including a Function that has already commenced, in which event User and all User Invitees will be required to immediately vacate the Facility) and the Facility Use Fee will be retained by HRCA.

10. Limitation of User Remedies. The extent of any damages that User may incur under this Agreement will be limited to the amount of the Facility Use Fee, that User paid to HRCA that has not been returned to User. User waives all other damages, rights and remedies that it may have in connection with any claim against or alleged breach of this Agreement by HRCA or the HRCA Parties. User acknowledges that HRCA has relied upon this limitation and waiver in granting the License and establishing the Facility Use Fee and if User did not agree to this limitation and waiver, the Facility Use Fee would be significantly greater.

11. No Assignment; Governing Law. This Agreement is not assignable or transferable by User. The terms and conditions of, and the performance of this Agreement, will be governed by the laws of the State of Colorado.

12. Entire Agreement; Alteration or Amendment; Severability. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. Any and all prior agreements, whether written or oral, are superseded and terminated by this Agreement. No amendment, modification or waiver of any of the terms or provisions hereof will be valid unless the same is in writing and signed by User and an authorized representative of HRCA. A waiver of any particular term or provision of this Agreement will not be construed as a waiver of any other term or provision. If any condition or covenant contained in this Agreement is held to be invalid or void by any court of competent jurisdiction, the same will be deemed severable from the remainder of the Agreement and will in no way affect any other covenant or condition in this Agreement. If such condition, covenant or other provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

13. Construction. Throughout this Agreement, the singular will include the plural and the plural will include the singular, all genders will be deemed to include other genders, wherever the context so requires, and the terms "including," "include" or derivatives thereof, unless otherwise specified, will be interpreted in as broad a sense as possible to mean "including, but not limited to," or "including, by way of example and not limitation." All schedules, exhibits and addenda referred to herein will for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.

14. Attorney's Fees. If any suit will be brought to enforce any provision of this Agreement, the prevailing party in such action will (in addition to other relief granted) be awarded all reasonable attorneys' fees and costs resulting from such litigation.

15. Joint and Several Liability. If User comprises more than one person or entity, or if this Agreement is guaranteed by any party, all such persons will be jointly and severally liable for payment of the Facility Use Fee and all other fees and charges under this Agreement and the performance of User's obligations hereunder.

16. Headings. Paragraph headings used in this Agreement are for convenience of reference only and will not affect the construction of any provision of this Agreement.



SCHEDULE 1

TO

FACILITY USE AGREEMENT

# Westridge Turf Rentals Only

- Rental Fees:
  - Full Turf Rental - \$110
  - 2/3 Turf Rental - \$75
  - 1/3 Turf Rental - \$50
  - All renters MUST FILL OUT a complete facility rental contract and pay at the time of the reservation. To be fair to our members we will ONLY take turf reservations Monday through Friday, Friday ending at 12pm. We are unable to rent the turf over 30 days out. If a reservation is under 24 hours, only 2/3 of the turf will be rentable, leaving 1/3 of the turf open to members/guests. We are also unable to rent the turf after 12pm of the current day.
  
- Cancellation Policy
  - Individual or Group renting the turf must cancel more than 24 hours of the scheduled rental and you will receive a full refund minus a \$10 processing fee, if you cancel within 24 hours of the scheduled rental, you will receive a full refund minus a \$25 processing fee. In the rare event the facility closes due to unforeseen circumstances, we will either give you a full refund or do our best to accommodate your turf rental on another day, if this is not possible we will give you a full refund.
  
- Rules and Regulations
  - No cleats of any kind on the Turf.
  - No Spitting on Field Surface
  - No Food or Drink on Field Surface
  
- Size of the Turf – 160' X 90', comparable to the Field House at Parker.

User certifies that he or she, or User's authorized representative, has read and understands the above stated Westridge Turf Regulations, and agrees that a violation of any provision of this Westridge Turf Regulations, is a breach of the Agreement and, in addition to any other rights and remedies HRCA may have, HRCA may terminate the Agreement.

User: \_\_\_\_\_ Highlands Ranch Community Association, Inc.

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

Date: \_\_\_\_\_

**Total Rental Amount:** \_\_\_\_\_