

# Facility Use Application and Agreement

## FACILITY USE APPLICATION

---

User Name \_\_\_\_\_ User's Representative or Contact Person \_\_\_\_\_

---

User's Address \_\_\_\_\_ User's Phone Number \_\_\_\_\_

---

Please complete the following information by checking the appropriate box:

1. Type of activity the room(s) will be used for:  
 Youth party                       Political rally  
 Adult party                         Open house  
 Business meeting                 Wedding reception  
 Church social                       Other \_\_\_\_\_
  
  2. Number of people attending the function:  
 1-15             16-30             31-40             41 or more
  
  3. If this is a youth party, how many adults will be in attendance? \_\_\_\_\_  
\*Please note: a 10-1 ratio is required for all youth parties (i.e. 1 adult for every 10 children)  
Not all rooms are available for Youth functions
  
  4. Will you be using a catering service?     Yes     No  
If yes, the catering service must enter into an Outside Catering and Bartending Agreement with the HRCA.
  
  5. Are you going to have alcohol served at the Function?     Yes     No
  
  6. Will you be using the aquatics area?     Yes     No
  
  7. Is the purpose of this use to enhance your business?     Yes     No
  
  8. Is this event a Special Needs or Therapeutic program/activity offered by the Douglas County School District, a private facility, private organization, or treatment center?     Yes     No
  
  9. Will a flyer be distributed to publicize the function with HRCA's name?     Yes\*     No  
\*If yes, please attach to this Application.
  
  10. User is a  
 Member of Highland Ranch Community Association ("HRCA")  
 Nonprofit organization, a member of which is a Member of HRCA – Member's Name and Address: \_\_\_\_\_  
 Business located in Highlands Ranch – Business name and address: \_\_\_\_\_
-

Use Period Applied for:

Facility Use Begins

Facility Use Ends

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

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

Time: \_\_\_\_\_

Time: \_\_\_\_\_

I certify that all information provided in this Application is true and complete. I understand that submission of false or misleading information or omission of requested information is a default under the HRCA Facility Use Agreement and may result in the termination of this and any other HRCA Facility Use Agreements.

\_\_\_\_\_  
User's signature

\_\_\_\_\_  
Date

### 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 certain HRCA facilities 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 room (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 described in the Function and in accordance with the terms of the Agreement. User will not use or permit any use of the Premises for any activity or purpose or in any manner other than as contemplated in this Agreement.

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, contractors, subcontractors, agents, representatives, participants, guests and other invitees of the User and the attendees of the Function (each a "User Invitee"), 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. Outside Catering and Bartending. User may engage a third party caterer to provide food and beverage service at the Function only if HRCA has approved such third party caterer 30 days in advance of commencement of the Use Period. HRCA is not obligated to approve a third party caterer proposed by User. HRCA's approval may be withheld for any reason in its sole discretion. Any third party caterer providing food and beverage service at the Facility must enter into and comply with the terms of an Outside Catering and Bartending Agreement ("Catering Agreement") on HRCA's approved form of Catering Agreement. The Catering Agreement, fully executed by the third party caterer, along with valid proof of insurance as required under the Catering Agreement in a form acceptable to HRCA, must be submitted to HRCA no later than 15 days prior to the commencement of the Use Period, failing which, shall allow HRCA to withhold its approval of the Caterer.

5. No Alcoholic Beverages.

5.1. 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. The only Facility at which HRCA will consider a request for service or consumption of alcohol is the Debus Wildcat Mountain Auditorium at the Recreation Center at Southridge.

5.2. Liquor License. HRCA holds the liquor license for the Facility. Colorado State laws and regulations prohibit any party other than HRCA from bringing alcoholic beverages into the Facility, dispensing or serving alcoholic beverages at the Facility, or removing alcoholic beverages from the Facility. User shall comply with all such laws and regulations. Neither User nor any User Invitee shall possess, sell, dispense, serve or remove any alcohol on or from the Facility. All alcoholic beverages shall be purchased through HRCA and all alcoholic beverage service must be arranged directly with HRCA prior to the Function.

5.3. 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, in addition to any other rights and remedies that it may have, to terminate this Agreement for cause.

6. General Provisions.

6.1. 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.

6.2. User Qualifications. In order to use a room 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.

6.3. 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.

6.4. Security. User is solely responsible for security at the Function. HRCA shall not be liable for any claim based on any allegation of a failure to adequately protect or supervise. In addition, HRCA may require that an off duty police officer or other professional security personnel be hired by User and present at the Function. If hired by HRCA, the cost of such police officer or other professional security personnel plus 15%, shall be paid by the User to HRCA. This cost is in addition to the Facility Use Fee and is due and payable prior to the Function. By requiring User to pay HRCA for such off duty police officer or other professional security personnel, HRCA does not assume any responsibility for security at the Function or any duty to protect User or User Invitees. User shall comply with all requests made by any police or other security personnel. The costs of any police or fire personnel required by state or local government bodies shall be paid by User.

7. Fees and Other Payments.

7.1. Facility Use Fee. The Facility Use Fee for using the Premises during the Use Period is set forth on Schedule 1, which amount is due and payable in full by User to HRCA at the time this Agreement is signed.

7.2. Security Deposit. User shall pay a Security Deposit in the amount set forth on Schedule 1, which amount is due and payable in full by User to HRCA at the time this Agreement is

signed. The Security Deposit will be held by HRCA as security for User's obligations on the terms provided in this Agreement and the Facility Use Regulations. The Security Deposit may be applied by HRCA against any amounts owed to HRCA under the Agreement.

7.3. 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.

7.4. Interest. User will pay interest on any amount due to HRCA by User under this Agreement not paid when due at the rate of eighteen percent (18%) per annum from the date due. Payment of interest will not excuse or cure any default by User under this Agreement.

7.5. Assessments. If User is a Member of HRCA, all amounts payable to HRCA and HRCA Parties under this Agreement (including any amounts due under any indemnification agreement 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.

## 8. Indemnification and Insurance.

8.1. 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 any User Invitees' use of the Facility, 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, any claims made by any User Invitee against HRCA or any other HRCA Parties, or any breach of any of the terms, covenants or conditions in this Agreement or any Catering Agreement 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.

8.2. 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.

9. Assumption of Risk. User and each User Invitee assumes all risk associated with the use of the Premises and the 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, User Invitee, 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.

## 10. Cancellation by User.

10.1. Cancellation by User. A User may cancel its reservation at any time prior to the Function by giving written notice to HRCA. A cancellation is not effective unless it is in writing and received by HRCA.

10.2. Cancellation 7 Days Prior to Function. The Facility Use Fee and Security Deposit will be refunded for reservations cancelled in writing by the User seven (7) days prior to the Function, except as

set forth in Section 10.4 below or unless it is provided in this Agreement or the Facility Use Regulations that HRCA otherwise has the right to retain some or all of the Facility Use Fee and Security Deposit.

10.3. Cancellation Less Than 7 Days Prior to Function. No refund of the Facility Use Fee will be made for any reservation cancelled by the User less than seven (7) days prior to the Function. The Security Deposit will be refunded for any reservation cancelled by the User less than seven (7) days prior to the Function, except as set forth in Section 10.4 below or unless it is provided in this Agreement or the Facility Use Regulations that HRCA otherwise has the right to retain some or all of the Facility Use Fee and Security Deposit.

10.4. Cancellation Policy for Debus Wildcat Mountain Auditorium. Due to the high demand for the Debus Wildcat Mountain Auditorium, notwithstanding anything otherwise set forth herein, User shall pay a \$50.00 cancellation fee for any reservation of Debus Wildcat Mountain Auditorium cancelled in writing by User forty-five (45) days or more before the Function. In such event, the Security Deposit and Facility Fee will be refunded. No refund of the Security Deposit or Facility Use Fee will be made for any reservation cancelled by the User less than forty-five (45) days prior to the Function.

## 11. Termination by HRCA.

11.1. 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 room 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 and Security Deposit. 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.

11.2. 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 and Security Deposit will be retained by HRCA.

12. 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 and the return of the Security Deposit, if any, 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, HRCA would not grant the License on the terms provided in this Agreement including the Facility Use Fee, which would be significantly greater.

13. 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.

14. Entire Agreement; Alteration or Amendment; Severability. This Agreement, including any Schedule or Addendum attached hereto, 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.

15. 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.

16. 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.

17. 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.

**User certifies that he or she, or User's authorized representative, has read and understands this Agreement and the Facility Use Regulations and agrees that a violation of any provision of this Agreement, the Facility Use Regulations, or any other HRCA Rules and Regulations, policies or procedures or Law is a breach of this Agreement and, in addition to any other rights and remedies HRCA may have, HRCA may terminate this Agreement and the License and HRCA may retain the Security Deposit and the Facility Use Fee at the sole discretion of HRCA.**

This Agreement is executed by the parties on the date set forth below.

**USER:**

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

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

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

**HRCA:**

Highlands Ranch Community Association, Inc.

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

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

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

**SCHEDULE I  
TO FACILITY USE AGREEMENT**

**Westridge Turf Rentals Only**

- **Rental Fees:**
  - Full Turf (160ft x 90ft) Rental - \$135
  - 2/3 Turf (106ft x 90) Rental - \$90
  - 1/3 Turf (53ft x 90) Rental - \$65
  - All turf rental users must complete a facility rental contract and pay at the time of the reservation to secure your spot.
  - We are unable to rent the turf after 12pm for same day turf rentals.
- **Cancellation by User:**
  - Cancellation Seven (7) Days Prior to Turf Rental. The turf rental fee will be refunded for reservations cancelled in writing by the User seven (7) days prior to the rental, minus a \$25 processing fee.
  - Cancellation Less Than Seven (7) Days Prior to Turf Rental. No refund of the turf rental fee will be made for any reservation cancelled by the User less than seven (7) days prior to the rental. 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**
  - Rentals cannot compete with current Highlands Ranch Community Association (HRCA) programs and leagues. If conflict occurs, HRCA has the right to cancel a rental agreement at any time.
  - Coaches are responsible for the sportsmanship of their players.
  - Check-in procedures: When entering the facility members are expected to bring their HRCA card and non-members are expected to sign in at the Access Desk.
  - All participants are subject to the rules and regulations expected of all HRCA members.
  - Plastic or rubber cleats are allowed on the turf. Metal or steel cleats are prohibited, no exceptions.
  - No spitting on field surface.
  - No food or drink on field surface.
  - Rentals DO NOT have the use of the track before or after their rental.

User certifies that he or she, or User's authorized representative, has read and understands the above stated Westridge Turf Rules and Regulations, and agrees that a violation of any provision of this Westridge Turf Rules and 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: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Highlands Ranch Community Association, Inc.  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Total Rental Amount: \_\_\_\_\_

**Effective Date: 11.1.13**

# Team Roster for Westridge Turf Rental

Contact Info (Please include name and phone number):

Head Coach \_\_\_\_\_  
Assistant Coach \_\_\_\_\_  
Team Manager \_\_\_\_\_  
Team Name \_\_\_\_\_

Players First and Last Name:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_

\*\*\* Coaches/Players will not have to sign in, please just let our front desk staff know they are here for a Turf Rental. Parents who are not members will need to sign in at the front desk and sign our guest form.