

FALLBROOK VILLAS METROPOLITAN DISTRICT
Application for Reservation of Pavilion

Rental Party Name: _____

Address: _____ **State:** _____ **Zip:** _____

Daytime Phone#: _____ **Alt./Cell #:** _____

Email: _____

Contact Person On-Site For Event: _____

Date Requested for Event: _____

Event Time: From: ____ a.m./p.m. To: ____ a.m./p.m.

Estimated Number of Guests: _____ (capacity is __)

Required to be submitted with Application (At least 10 Days Prior to Event):

- Completed Application for Reservation
- Rental Deposit _____

Submit completed paperwork to the District Manager: Melissa Kupferer, AdvanceHOA,
melissa.kupferer@advancehoa.com; P.O. Box 370390, Denver, CO 80237.

INDEMNIFICATION/WAIVER OF LIABILITY: Rental Party, and its successors, assumes all liability and risk and will forever defend, indemnify and hold harmless Fallbrook Villas Metropolitan District (the "District"), the District's directors, staff, employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, costs and attorney's fees, caused by, resulting from, or in any way arising out of, in whole or in part, the use of the Fallbrook Villas Pavilion by the Rental Party, its guests, licensees, invitees, agents, contractors, subcontractors, employees, and successors.

Signature: _____ **Date:** _____

For Internal Use Only

Application for Pavilion Reservation Received Date: _____

Rental Deposit Received: _____

Special Instructions: _____

EXHIBIT A
Pavilion Reservation Agreement

**FALLBROOK VILLAS METROPOLITAN DISTRICT
PAVILION RESERVATION AGREEMENT**

District Manager: Melissa Kupferer
melissa.kupferer@advancehoa.com, P.O. Box 370390, Denver, Colorado 80237

This Pavilion Reservation Agreement ("Agreement") is made this _____ day of _____, 20____ by and between Fallbrook Villas Metropolitan District1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and _____ (the "Rental Party") for use of the Fallbrook Villas Pavilion located within the Fallbrook Villas Metropolitan District, Thornton, Colorado (the "Pavilion").

1. AVAILABILITY: District sponsored programs and activities have priority of use of District facilities; therefore, consecutive nightly, weekly or monthly usage may not be available. The Rental Party represents and acknowledges that the Rental Party's right to use the Pavilion for this event is subject to: (a) the District's Rules and Regulations, (b) being in good standing with the District at the time this Agreement is signed, and at the time of the Event, and (c) prior reservations. The individual listed on the Reservation Application as the Contract Person On-Site must be present for the duration of the Event.

2. SECURITY: Security personnel are required for all rentals during which twenty-five (25) or more persons will be in attendance and/or alcohol will be present. If security personnel are required, the Rental Party will be responsible for all costs related thereto. In the event this provision is violated by the Rental Party, the Rental Party shall automatically be assessed a minimum penalty of \$500.00 and may be suspended from all Pavilion privileges at the discretion of the Board of Directors of District (the "Board").

3. RESERVATIONS/CANCELLATIONS: Reservations will not be considered final until approval is granted, the Reservation Agreement has been signed by the District, and the appropriate fee(s) and/or deposit(s) have been received by the District. Reservations are approved on a first- come, first- served basis. It is not guaranteed that a requested date will be available. Events may be cancelled without penalty by the Rental Party by sending written notice to the District Manager no less than three (3) days in advance of the Event. The District may terminate this Agreement and refuse use of the Pavilion, at any time whenever it deems necessary, in its sole discretion, with no liability therefor. Upon termination of this Agreement by the District, the District shall refund the full Deposit and the full Rental Fee, if any, to the Rental Party.

4. USE OF FACILITIES: The Rental Party shall have exclusive use of the Pavilion during the Event, for the sole purpose of holding the Event as described in the Reservation Application.

5. PAYMENT: It is agreed that all payments will be made no less than seven (7) days prior to the Event. Payment of the fees and charges shall be by check. A security deposit of \$100.00 will be required (the "Deposit"). This Deposit is refundable after the Event is over, so long as all trash has been removed and there is no damage to the Pavilion.

6. SETUP/CLEANING: All set up, take down, and clean-up is the responsibility of the Rental Party. Upon conclusion of the Event, the Pavilion will be left in its pre-event condition, all decorations will be removed, and trash will be bagged, removed from the Pavilion, and placed in the appropriate trash receptacle.

7. DAMAGE/SECURITY DEPOSIT: The Rental Party agrees that if, in the sole judgment of the District, the District must incur costs to restore the Pavilion or any of the District's facilities to its/their pre-event condition, the District shall be entitled to apply the full Deposit or any portion thereof against such costs. If the Deposit is insufficient to pay for the damages and/or clean up, the Rental Party agrees to pay for any and all additional costs. The Rental Party further agrees that the District may invoice the Rental Party for any charges in excess of the Deposit. The Rental Party agrees to pay any such invoice charges within fourteen (14) days, and if any such invoice charges are not paid within fourteen (14) days, interest shall accrue at a rate of twelve percent (12%) per annum from the thirtieth day following the date of the invoice until paid. The selection of the contractor for any cleaning,

repairing or replacement shall be within the sole discretion of the District. The Deposit will be refunded if and to the extent the Pavilion is left in a condition acceptable to the District and the Rental Party and all guests have complied with all District policies, including, but not limited to, this Agreement. The District shall refund the Deposit, or any remaining amount thereof, within thirty (30) days from the first business day immediately following the Event, to the Rental Party.

8. ALCOHOLIC BEVERAGES: Alcoholic beverages may be served as long as the Rental Party abides by the following conditions: **(IF ALCOHOL IS TO BE PRESENT, THE RENTAL PARTY IS REQUIRED TO HAVE OFF-DUTY POLICE OFFICER(S), SECURITY, AND/OR A CERTIFIED BARTENDER.)**

- a. No fee will be charged, either directly or indirectly (*i.e. no cash bar*) for the consumption of alcoholic beverages.
- b. No alcoholic beverages, including 3.2 beer, will be served, at any time, to any person who is under 21 years old or to any intoxicated person.
- c. It is acknowledged that the District does not hold or maintain a liquor license, and permission to serve alcoholic beverages does not constitute a liquor license. The Rental Party shall be solely responsible for compliance with the liquor laws of the State of Colorado. No alcoholic beverages will be served or consumed outside of the Pavilion.
- d. If any persons under the age of 21 attending the Event, whether invited or uninvited, bring alcoholic beverages onto the Pavilion premises, the Rental Party shall take action to have such beverages removed from the premises. If necessary, the Rental Party will call the police to seek assistance with the enforcement of this policy. At any Event in which the majority of the attendees are under 21 years old, the Rental Party will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old.
- e. If any persons 21 years old or older attending the Event, whether invited or uninvited, is abusing or misusing alcohol on the Pavilion premises, the Rental Party will take action to have such activities stopped, and if necessary, notify the police to seek assistance.
- f. The Rental Party agrees to arrange alternate transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. The Rental Party agrees that they are solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at their event.

9. USE RESTRICTIONS: No staples, nails, tacks, pins, tape or screws are allowed to be fastened by the Rental Party to the Pavilion or any other District facilities at any time. The Rental Party agrees that use under this Agreement will comply with all laws of the United States, the State of Colorado, all ordinances, rules and regulations of Adams County and the City of Thornton, and the requirements of the District, District staff, local police and fire departments. The following use restrictions shall be in effect at all times:

- a. Excessive noise or misconduct shall be grounds for immediate revocation of the right to use the Pavilion. All music must be kept at levels that do not disturb the reasonable peace and quiet of any citizen and noise levels comply with applicable noise ordinances and statutes.
- b. Upon sufficient cause and in the interest of the safety of the public, the District, its authorized representatives (including private security) and the Thornton Police Department shall have authority to close the Pavilion to public and private activities.
- c. No fireworks are allowed in the Pavilion or the immediate surrounding area.
- d. The Rental Party is required to be present for the entire event.

- e. The Rental Party agrees to comply with all state and local laws, ordinances, and regulations, including, but not limited to, the District's Rules and Regulations, those governing the serving and/or consumption of alcohol, parking, open container, noise, disorderly conduct, or loitering. The Deposit may be forfeited as the result of violating these provisions.

10. PARKING: The Rental Party acknowledges that parking is available only on a first come, first served basis. Event guests may not park in areas designated as no parking areas. Cars parked in inappropriate areas must be moved upon request or may be towed at the owner's expense.

11. LOSS: Rental Party assumes all liability for losses or damages arising out of or related to the use of the Pavilion for the Event. The District is not responsible for lost or stolen articles.

12. BREACH OF AGREEMENT/FINES: The Rental Party agrees that violation of any of the provisions contained herein or the District's Rules and Regulations may result in fines of up to \$250.00 per violation, forfeiture of the Deposit, and additional fees/fines being billed to the Rental Party, at the discretion of the Board. Further, any such violation may result in immediate revocation of the right to use the Pavilion during the Event and preclude the Rental Party from using District facilities in the future, in the discretion of the Board. The District shall have all rights available under law and the District's governing documents for enforcement of the provisions of this paragraph.

13. INSURANCE: The Rental Party agrees that it will be responsible for securing any and all insurance respecting the Pavilion during its use under this Agreement, and will assert no claim of coverage under any insurance policy of any District applicable during the period of such use. The District and its respective directors, officers, employees and agents shall be named as an additional insured on all policies

14. INDEMNIFICATION: Rental Party accepts full responsibility for all guests and agrees to be financially responsible for any damage caused by them, even if such costs exceed the amount of the Deposit. Rental Party agrees to save, indemnify, defend and hold harmless the Fallbrook Villas Metropolitan District (the "District") and each of its officers, directors, agents, employees, consultants, contractors and subcontractors against any and all actions, demands, suits, proceedings, judgements, damages, losses, liabilities, assertions of liabilities, injuries, claims, penalties, costs and expenses whatsoever, including but not limited to, attorneys' fees and liabilities of, by or with respect to third-parties which in any manner may arise, or be alleged to have arisen, directly or indirectly, in whole or in part, from the presence, activities, events and omission of any nature whatsoever of Rental Party, its employees, licensees, invitees, consultants, agents, and guests, and other attendees of the Event, whether invited or uninvited, in connection with the use, occupancy and operation of the Pavilion for the Event, including but not limited to, any claim or claims arising out of the presence, serving, use or consumption of alcoholic beverages by all persons attending or present at the Pavilion during the Event.

15. WAIVER AND RELEASE. Rental Party expressly acknowledges and agrees that the activities at the Pavilion may be 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 District's facilities or for any purpose while participating in the Event which is the subject of this Agreement. Rental Party, on behalf of itself and any other attendees of the Event, whether invited or uninvited, who utilize or access the Pavilion for the purposes of or otherwise during the Event (the "Releasers"), do hereby release, acquit, waive, discharge and covenant not to sue the District, its directors, officials, employees, agents, representatives, consultants, successors and assigns (collectively, the "Releasees"), from any and all known and unknown injuries, loss, claims, demands and any and all manner of actions, causes of action, suits, damages, costs, expenses, claims and demands, including but not limited to, court costs and attorneys' fees, whatsoever kind or nature, in law or in equity, which the Releasers now have, or may ever have, for, upon or by reason of any manner, cause created by or existing out of the permitted use of the Pavilion by the Rental Party, or any person using the Pavilion. The Releasers further waive and relieve the Releasees from any and all responsibility and liability related to the Rental Party's service of alcoholic beverages to, and consumption of alcoholic beverages by, all persons attending or present at the Pavilion during Rental Party's Event. Rental Party acknowledges and understands that included within the scope of this waiver and release is any cause of action arising from the performance of or failure, negligent or otherwise, to perform construction, operation, maintenance, inspection, supervision or control of the Pavilion and facilities and equipment therein and/or from the failure to

warn of dangerous conditions existing at the Pavilion and facilities and equipment therein. Rental Party expressly agrees that this waiver and release 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 section and this Agreement shall continue in legal force and effect.

16. SEVERABILITY: If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

17. MISCELLANEOUS: This Agreement and the Reservation Application constitute the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments. The terms of this Agreement are contractual and not a mere recital.

18. GOVERNMENTAL IMMUNITY: Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes, as the same may be amended.

19. COUNTERPART EXECUTION: This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

20. ASSIGNMENT: This Agreement is non-transferable and may not be assigned.

The Rental Party has read and fully understands and has voluntarily signed this Agreement. Rental Party understands that this is a legal document and has had the opportunity to consult legal counsel or by signing below waives the right to do so. Rental Party shall be considered the legally responsible party for compliance with all Rules and Regulations of the District. Failure to fully comply with the terms and conditions of this Agreement and all Rules and Regulations of the District may result in the forfeiture of the Deposit and the Rental Party's ability to rent facilities in the future.

BY MY SIGNATURE BELOW, I HEREBY SWEAR TO HAVE READ AND UNDERSTAND, AND AGREE TO COMPLY WITH, AND BE BOUND BY THE TERMS OF, THIS PAVILION RESERVATION AGREEMENT, AND VOLUNTARILY SIGN THIS AGREEMENT, AND FURTHER HAVE READ, AM FAMILIAR WITH, AND AGREE TO ABIDE BY ALL RULES AND REGULATIONS OF THE DISTRICT.

Rental Party Signature : _____

Rental Party Printed Name: _____

Date: _____

District Manager Signature: _____

Melissa Kupferer, District Manager

Date: _____

Comments:

Rental Party Name:

Date and Time Of Post-Event Walk Through:

Comments:
