



## Application for Facility Use

Date: \_\_\_\_\_ (Please do not leave any blanks – mark n/a as appropriate.)

Name of Event/Meeting: \_\_\_\_\_

Date(s) of Event/Meeting: \_\_\_\_\_ Time(s) of Event/Meeting: \_\_\_\_\_

Description of Event/Scope of Activities: \_\_\_\_\_

\_\_\_\_\_

Event Sponsors: \_\_\_\_\_ No. of Participants: \_\_\_\_\_

Applicant/Organization Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Ph: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

### Facility Request:

Multi Purpose Room (75 max)

Pool Party Room

Swimming Pool

Room 1 Meeting Rm

Room 2 Meeting Rm

Kitchen

### Audio/Visual Equipment Request:

Overhead Projector

Overhead Screen

TV/VCR

Internet Access

### Fees/Deposits:

Room Rate Per Hour: \$ \_\_\_\_\_

Deposit Required: \$ \_\_\_\_\_

Meeting Room 1

Meeting Room 2

Multi Purpose

Kitchen

Pool Party Room

**Alcohol Request:** Consumption of alcoholic beverages is prohibited unless specifically approved by the South Park Rec Center Management pursuant to the requirements stated in this application and Building Use Policies. No application for use that proposes consumption of alcoholic beverages shall be approved unless applicant has submitted a completed Indemnification – Release of Liability. Any South Park Rec Center approved consumption, service or sale of alcoholic beverages in or around the facility must be conducted in compliance with the terms of the approved application and applicable laws of the State of Colorado. For purposes of this Application “sale of alcoholic beverages” means any circumstance under which consumption of alcohol by attendees at the proposed event is conditioned upon their payment or donation of money. The South Park Rec Center Management reserves the right to deny any application for consumption of alcoholic beverages in or around the Facility if Management determines such use would not be in the best interests of the South Park Rec Center or the citizens of Park County, Colorado.

Service/Consumption of Alcoholic Beverages is requested                      Yes \_\_\_\_      No \_\_\_\_

Type of event at which alcoholic beverages are proposed to be served:

- \_\_\_\_ Private Party – A Private Party is an event not open to the general public at which alcoholic beverages are proposed to be served. Sale of alcoholic beverages is prohibited at a Private Party. Applicant must provide proof of applicable General Liability Insurance.
- \_\_\_\_ Special Event – A Special Event is an event that is open to the general public. Qualified organizations (non-profit, religious or political/government) may sell alcoholic beverages at a Special Event to the general public. A Special Event Permit must be obtained by the Applicant from the Park Count Clerk & Recorder. Applicant must provide proof of applicable General liability Insurance.

I have received a copy of the South Park Rec Center Meeting Facility Policies and Procedures. I agree to comply with the regulations set forth in these policies and the terms of this application as it may be approved.

\_\_\_\_\_  
Signature of Applicant

**Indemnification – Release of Liability**

1. In consideration of receiving permission to serve alcoholic beverages in or around the South Park Rec Center facility as specifically identified in this meeting room reservation application, I \_\_\_\_\_ (Name of Applicant) as \_\_\_\_\_ (Applicant’s title) of \_\_\_\_\_ (Name of Organization) agree to Indemnify, defend and hold harmless South Park Rec Center, its agents, elected officials, officers, directors, owners, contractors, volunteers and employees (collectively the “Released Parties”) from any and all claims that I might state on my own behalf or on the behalf of my Organization as a result of physical injury or property damage sustained in connection with my or my Organization’s use of and/or consumption, service and/or sale of alcoholic beverages at the South Park Rec Center specifically identified in this Meeting Room reservation application. I further agree that if anyone is physically injured or property is damaged during or related to my Organization’s use of the South Park Rec Center, neither myself nor my Organization will have any right to make a claim or file a lawsuit against the Released Parties. I agree to indemnify and defend the Released Parties for any and all claims, including subrogation and/or derivative claims brought by any third party or insurer, which I, or my Organization, may cause. I concur that I have elected to utilize the South Park Rec Center facility with full knowledge, understanding and appreciation of the possible risks involved. I am signing this Release of Liability on behalf of my Organization and I represent that I am the authorized representative of my Organization relating to its use of the South Park Rec Center facility. I agree to defend and indemnify the Released Parties for any and all claims whatsoever brought by a third party arising in connection with my Organization’s use of the facility. I acknowledge that I am signing this Indemnification – Release of Liability on behalf of my above referenced Organization and that my Organization will be bound by all terms of this Indemnification – Release of Liability. This Indemnification – Release of Liability is governed by the laws of the State of Colorado and is intended to be interpreted as broad as possible and shall be binding to the fullest extent of the law. I agree that exclusive jurisdiction and venue for any legal action shall be in the District Court of Park County, Colorado. If any part of this Indemnification – Release of Liability is determined to be unenforceable, all other parts shall be given full force and effect.

I HAVE CAREFULLY READ THE INDEMNIFICATION – RELEASE OF LIABILITY, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

\_\_\_\_\_  
Signature of Applicant

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

\_\_\_\_\_  
Printed Name of Applicant & Title

\_\_\_\_\_  
Printed Name of Applicant’s Organization

## **South Park Rec Center Brief Overview of Policies**

**Set-up:** Room set-up is the responsibility of the User.

**Clean-up:** Clean-up and trash removal is the responsibility of the User. Remove large pieces of trash from the floor; User responsible for removal of all equipment and supplies not belonging to the Center. Empty all trash receptacles and deposit in the dumpster on the east side of the building (out pool door exit). Placement of tables and chairs will vary according to next scheduled use so please check with Management. Management will make every effort to eliminate unnecessary movement of furniture.

Your damage deposit will be forfeited in the event this clause is not met.

**Closing:** Please turn off all lights. (Some security lights remain on. Entry doors lock from the outside.)

**Please be Courteous:** All activities of the User are confined to the reserved area. The reservation ONLY gives the User use of the designated room or area.

**Safety and Security:** For building security, all participants and visitors should use the main entrance. Do not block doors which are clearly marked "Exit" or hallways. Room occupant numbers must not be exceeded.

**Affixing Materials to Walls:** Nothing is to be affixed to the walls (permanent and movable) unless approved by Management.

**Audio-Visual Equipment:** Equipment must be requested at time of reservation; includes TV/VCR, overhead projector and screen.

**Room Scheduling:** All scheduling will be done on a first come-first served basis. Reservations are made by calling 719/836-0747 between the hours of 6 am to 9 pm, Tuesday, Thursday, Friday, Saturday and Sunday. First time Users must complete and submit an Application for Use.

**Alcohol:** No alcohol shall be permitted outside of the Reserved Room.

**Glass & Crockery:** No glass or crockery shall be permitted outside of the Reserved Room. Under no circumstances will glass or crockery be allowed in the Pool Party Room.

## **Policies and Procedures for the Use Of the South Park Rec Center**

1. The purpose of these policies and procedures is to establish guidelines regarding the use of the Meeting Rooms facilities of the South Park Rec Center.
2. Facilities Available to the Public. The Center's Meeting Rooms shall be available for use during the normal operating hours of the Center for noncommercial use by the general public, including: public or private nonprofit organizations, civic organizations, religious groups, community oriented groups and residents of South Park Park County Special District..

Meeting Room Users may not conduct any illegal activities on the premises nor may Users engage in activities which, in the sole opinion of Management, creates excessive noise or other disturbances, or risk of injury to persons or property. Provided, nothing herein shall be deemed to create a duty on the part of Management to inspect, police or otherwise regulate the activities conducted on the premises. In no event shall any use disrupt, interfere or impede the operations in the South Park Rec Center.

3. Applications for Use and Reservations. All applications and reservations for the use of the Meeting Rooms must be made through the Center's staff. Reservations may be made by calling 719/836-0747 between the hours of 6 am and 9 pm, Tuesday, Thursday, Friday, Saturday and Sunday. First time Applicants for use of the Meeting Rooms must complete an Application for the Use of South Park Rec Center Facility and User Agreement (Application). The Application must be submitted for approval no more than 6 months and no less than seven (7) days in advance of the event. Approved Applications will be kept on file. Applicants must update the information in their Applications annually. Subsequent reservations by previously approved Users of the facility may be made by phone no more than six (6) months and no less than one (1) day prior to the event.
4. Scheduling. All scheduling of the Meeting Rooms will be done on a first come-first served basis. Approved users may reserve available Meeting Rooms, including the Kitchen Facility, up to six (6) months in advance of the date of their planned event/use.
5. Damage Deposit. In addition to fees discussed below, a refundable Damage Deposit in the amount of \$50 will be charged to all Users unless otherwise deemed by Management. Payment of the Damage Deposit must be made by separate check from any applicable usage fee. All checks should be made payable to "South Park Rec Center".
6. Clean-up. The Center (including Kitchen facility, Meeting Rooms, bathrooms and common areas) must be returned in an orderly, clean and sanitary condition and must be approved by Management or the Damage Deposit will be forfeited. Further, any costs not covered by the Damage Deposit for clean-up of the Center will be charged to the User.
7. Kitchen. Use of the Center's Kitchen Facility is subject to the following requirements:
  - a. Any use of the Center's Kitchen Facility is prohibited unless such use was specifically applied for by the User and authorized by Management.
  - b. The User must bring in all food.
  - c. The Kitchen must be left in an orderly, clean and sanitary condition.
  - d. Kitchen use must be conducted in compliance with all applicable State and local laws, rules and regulations.

8. Cancellation. Cancellations by Users must be reported as soon as possible to the Center's Management. Failure to notify Management's office at least forty-eight (48) hours prior to the scheduled event will result in forfeiture of any fees already charged and may result in the loss of any future reservations the Organization may have.
9. Emergency. In the event of an emergency, Management reserves the right to withdraw the use of the Facility for all use.
10. Indemnification. The Applicant, by signing the Application for Facility Use and User Agreement, agrees to indemnify the South Park Rec Center for all claims arising out of the applicant's use of the Center, including personal injury, bodily injury and property damage claims.
11. Insurance. As a precondition of use of any Meeting Room for a gathering or event at which alcoholic beverages have been approved by the South Park Rec Center Management to be served. The user shall carry, at its own expense, an reliable insurance company, satisfactory to the County and authorized to do business in the State of Colorado, comprehensive and liability insurance coverage with minimum limits of Six Hundred Thousand Dollars (\$600,000.00) combined single limit for all personal injury or property damage resulting from any one occurrence including broad form property damage and personal injury liability insurance coverage. Prior to the scheduled event or gathering, the User shall deliver to the Executive Director's Office certificates in a form acceptable evidencing the existence of the insurance provided for above. The South Park Rec Center shall be named as an additional insured party on such certificate.
12. Non-Discrimination. South Park Rec Center shall be equally available and accessible to all persons without regard to race, color, creed, national origin, religion, sex, political ideology or any other similar factor.
13. Supervision. Activities for anyone under the age of eighteen (18) years old must be supervised by an adult twenty-five (25) years or older. For youth activities there must be at least one adult for every fifteen (15) youths present.
14. Violations and Misrepresentation. The Management may cancel any use of the Center's facilities at any time if the reserving party violates any policy herein or misrepresents the nature of the group to the South Park Rec Center. Any such violation or misrepresentation may also result in the denial of any future use.
15. Denial of Request. The South Park Rec Center Management reserves the right to refuse approval for the use of the Meeting Rooms by any User or User group when it is deemed that such action is necessary and in the best interest of the Facility. The use of the Meeting Rooms may also be denied for the following reasons:
  - a. Requested activity would block building access or walkways or interfere with the ongoing operation of the Center or business will be denied.
  - b. Proposed activities are inappropriate for the size or physical features of the Facility.
  - c. Prior misuse or abuse of privilege to use the Facility or equipment may result in denial of future use to any individual User or User group.
  - d. No commercial activities will be permitted.
  - e. Failure to follow the policies and procedures established by the South Park Rec Center may result in denial of use.

16. Tobacco. Tobacco use is prohibited in the South Park Rec Center and in the immediate vicinity of the entrances and open windows to the Center. Smoking areas may be provided outside the building, as designated by Management.
17. Alcohol. Consumption of alcoholic beverages in or around the South Park Rec Center is prohibited unless specifically authorized by Management. Alcoholic beverages (NO glass containers or bottles) may be served at the Center in limited quantities with the prior approval of the Manager or his/her designee, and in accordance with all applicable State laws and requirements of the South Park Rec Center. Approval to serve alcoholic beverages must be requested at the time the room is reserved. Insurance is required in the event that alcohol is served as set forth in number 11 above. Users serving alcohol may be required to provide additional security at the User's expense.
18. Food and Beverages. Food and non-alcoholic beverages (NO glass or crockery permitted without prior Management approval) may be served in the Facility provided that the user is responsible for all clean-up of the room. When additional costs are incurred by the Center for custodial services, they will be charged to the User as provided in number 6 above.
19. Bicycles. No bicycles are allowed in the South Park Rec Center reserved for use. Bicycle racks are available at the entrance of the building.
20. Skis, Skateboards, Ski Bots, Snowboards and In-Line Skates. Skis and snowboards are prohibited in the South Park Rec Center. Ski boots, skateboards and in-line skates may not be used or worn inside the facilities and must be removed before entering.
21. Animals. All animals are prohibited from being brought into the South Park Rec Center unless specifically allowed by the Manager or his/her designee. This exclusion does not apply to patrol dogs accompanying security or police officers, or guide and service animals accompanying blind, visually impaired, deaf, partially deaf, and otherwise physically disabled persons, or being trained for such service.
22. Vendor/Solicitation. Vendors and solicitors may not display, sell or solicit for the purpose of selling to South Park Rec Center employees or the public, any goods or services at the Facility unless prior approval is obtained from the Executive Director or his/her designees.
23. Loitering. Loitering at the South Park Rec Center is prohibited.