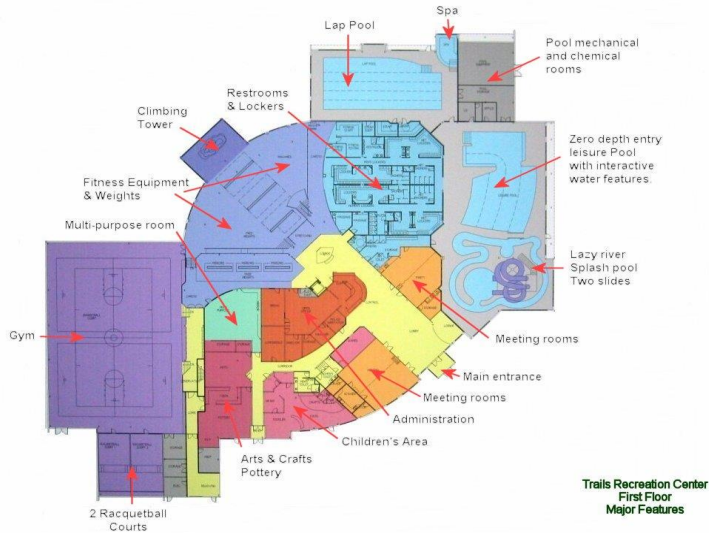


RECREATION FACILITY RENTAL AGREEMENT



ROOMS AND FACILITIES

Meeting Room
Party Room
Multi-purpose Room
Gymnasium (1/2 Court)
Climbing Tower
Aerobics Room

FEE SCHEDULE

<u>Facility</u>	<u>Fee</u>	
	Non Profit	Profit
Conestoga Room (capacity about 45)		
Resident	\$60/hour	\$120/hour
Non Resident	\$80/hour	\$160/hour
½ Conestoga Room (capacity about 25)		
Resident	\$30/hour	\$60/hour
Non Resident	\$40/hour	\$80/hour
Gold Rush Room (capacity about 80)		
Resident	\$70/hour	\$140/hour
Non Resident	\$90/hour	\$180/hour
½ Gold Rush Room (capacity about 35)		
Resident	\$35/hour	\$70/hour
Non Resident	\$45/hour	\$90/hour
Gymnasium (1/2 Court)		
Resident	\$70/hour	\$140/hour
Non Resident	\$90/hour	\$180/hour
Climbing Tower (Non-Programmed Times Only)		
Resident	\$80/hour	\$160/hour
Non Resident	\$110/hour	\$220/hour

FACILITY USE REGULATIONS AND GUIDELINES

Guidelines apply to any rental space within the Trails Recreation Center

Rentals will be available during regular facility business hours only

Reservations are on a first come, first served basis only after District programming has been completed

Reservations can be made by telephone or in person at the Trails Recreation Center. Reservations will be confirmed when both parties have signed the agreement and payment has been received. No verbal agreements shall be made, nor in anyway be binding. Full payment is required when reservation is made. A credit card number is necessary in the event of damage to the room.

Facilities are designed for their intended use. Any use beyond implied intended use must be approved by Facility and/or District Manager. Any group renting the room is to seek the assistance of a staff member if the partitions are not in place.

Hours shown on the agreement cover the entire time required for the renter to decorate, set up, conduct the activity/event and clean up after use. The room must be vacated promptly at the conclusion of the time specified in the agreement. Any time spent in the room before and/or after specified time will constitute an additional charge

Groups are required to set up, take down and clean the area after their event. Trails staff will assist you in locating equipment and custodial items for cleaning. This includes if you need assistance with the partitions. Room must be cleaned in a manner which allows it to be ready for the next group. Deposits will be forfeited for inadequate clean up or care of furnishings or facility, as determined by Facility Management

Cancellations must be made 48 hours prior to rental date. Renters not canceling within this timeframe will forfeit 50% of their payment

Decorations should only be affixed to unpainted steel, brick or glass surfaces; only masking tape is acceptable and no tacks or nails are allowed; no rice, silly string, confetti, straw or piñata's shall be used in and around the facility. All decorations must be fireproof or of fire retardant materials.

Alcohol and smoking is prohibited; unusual rowdiness or abuse of persons or property will result in immediate termination of an event. Scent items such as incense or scented candles are prohibited.

Groups will be responsible for the care and removal of their property immediately following the rental. Arapahoe Park and Recreation District and/or Trails Recreation Center are not responsible for materials or equipment left in the rooms and cannot store any group's equipment, supplies or materials

Renters and users will be held responsible for any/all damage incurred and for all undue trash pick-up and other clean-up following event and caused by use

Insurance and security for an event are the responsibility of the renter

Youth groups with participants 17 years and younger must have 1 (one) adult over 21 years of age for every 10 (ten) kids in the group. If ratios are not followed rental will be cancelled

Non-profit groups may be asked to show proof of non-profit status such as a 501c3, Articles of Incorporation or a tax exempt certificate

Literature advertising any program for which the facility is rented should state: Arapahoe Park and Recreation District does not necessarily endorse the content or the instructor for this class or program held at The Trails Recreation Center

The District reserves the right to deny or cancel any function which does not follow established policies, rules and regulations

**ARAPAHOE PARK AND RECREATION DISTRICT
WAIVER AND RELEASE FROM LIABILITY
AND AGREEMENT TO INDEMNIFY**

IN CONSIDERATION of being permitted to enter for any purpose onto the property of Arapahoe Park and Recreation District to which this RELEASE is attached. The undersigned hereby agrees as follows:

1. The undersigned is authorized to make this application on behalf of the party, group or organization he/she represents.
2. That upon entering any such areas, the undersigned will continuously, thereafter, inspect such facilities and all portions thereof, and his/her continued use thereof shall constitute an acknowledgment that he/she has inspected such facility and finds and accepts the same as being safe and reasonably suited for the purposes of the use; and further agrees and warrants that if at any time the facility is deemed to be unsafe, officials will be notified, and use of the facility will be terminated.
3. The undersigned HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE THE ARAPAHOE PARK AND RECREATION DISTRICT, officers, officials, and representatives on account of injury to the person or property which applicant alleges to represent caused by the negligence of the District while the undersigned and the persons he represents are utilizing the facility for any purpose.
4. The undersigned, on behalf of the group represented, AGREES THAT THE GROUP DOES INDEMNIFY AND HOLD HARMLESS the District, its officers, officials and representatives from any liability, damage or cost which may have accrued due to the activities or presence of the group, caused by other than District's negligence.
5. The undersigned, on behalf of the group represented, ASSUMES FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE caused by the negligence of the group.
6. The undersigned expressly acknowledges and agrees that the activities at the facility are dangerous and involve risk or serious injury and/or death and/or property damage.
7. Intoxication beverages are not permitted in any recreation facility; the releasees specifically acknowledge that the terms of this release will apply thereto in every respect. The permit holder/applicant has acknowledged and agreed that it will bear complete responsibility, in accordance

with the terms of this release, for such injuries or damages to person or property which may result and will indemnify the Arapahoe Park and Recreation District for any and all liability incurred by it as a result of the service or supplication of intoxicating beverages on the grounds by the permit holder/applicant.

8. The undersigned expressly agrees that the foregoing release and indemnifying agreement 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 thereof is held invalid, the remainder of this agreement shall continue in legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT on behalf of himself and the organization and persons utilizing the permit, and further agrees that no oral representations, statements or inducements have been made.

Renter

Date

Arapahoe Park and Recreation District Representative

Date

