TRIVIEW METROPOLITAN DISTRICT
P.O. Box 849
Monument, CO 80132
(719) 488-6868 Fax: (719) 488-6565

Revocable Park Use Permit for Sports Field Use

Please Note: At least one team coach must be at least 21 years of age. A coach must be present at all the times reserved.

Name of Organization: _____

Email Address: _____

Address of Organization: _____

Sport: _____ Number of Players: _____

Coach's Name: _____ Coach's Number: _____

Coach's Email: _____

Assistant Coach's Name: _____ Assistant Coach's Number: _____

Assistant Coach's Email: _____

Season (Dates of Use): **Spring Season** **March** **April** **May**
Summer Season **June** **July** **August**
Fall Season **September** **October**

DAYS & TIMES:

The field is available for reservations

Monday – Saturday from 8:00a.m. to 8:00p.m.

Please be aware that all times reserved include you setup and tear down time.

POLICY

Revocable Park Use Permits for Sport Fields for Sport Team Practices ("Practice Permit") will be issued seasonally on a first come first serve basis. Starting January 1st reservations for the Spring Season will be accepted. Beginning May 1st reservations for the Summer Season will be accepted and beginning August 1st reservations for the Fall Season will be accepted.

The following must be submitted in order to be considered for a Practice Permit:

1) A completed Application for Revocable Park Use Permit for Sport Fields
2) Assigned Facilities Use Agreement.

All sports fields and parks owned by the District are available for the general informal use of District residents and their guests, provided they have not been previously reserved. Any activity consisting of 5 or more players per team will require a permit prior to using the field at Sanctuary Point Park. Commercial use of the field is prohibited.

Reservations will be selected on a first come first served basis. Field times and preferences will be granted in order of how the reservations are received by the office.

Reservations must be cancelled 7 days in advance of the start of the season to receive a full refund of the use fee and deposit.

Fees and Deposit:

$250.00 Deposit Fee – This is per team/organization and per season. The deposit will be returned within 2 weeks following your rental, providing that there are no damages or trash clean up charges, and providing that the permit holder has complied with the conditions of the permit.

PLEASE NOTE: DEPOSITS WILL BE CHARGED AND THE FUNDS WILL BE HELD BY THE DISTRICT.

$100.00 per hour Usage Fee - with a minimum of 2 hours for up to 2 days per week in one time slot per organization/team.

The applicable fees are due 14 days prior to the reservation date. The fees are charged per season and are payable to Triview Metropolitan District. You can only reserve one season at a time per deposit. A confirmation email will be sent out by the district outlining the fees and deposits due.

Reservations will not be considered final until approval is granted, and the appropriate fee and deposit have been received at the offices of Triview Metropolitan District Management. If you do not receive written confirmation, please contact the Triview Metropolitan District office at 719-488-6868 or reservations@triviewmetro.com (email is the preferred method of contact)

Signature of Applicant

_____

Date: _____

Name of Organization: _____

FACILITIES USE AGREEMENT

This Facilities Use Agreement ("**Agreement**") is effective as of _____, through _____,20_ by and between **Triview Metropolitan District,** a quasi-municipal corporation and political subdivision of the State of Colorado, hereinafter called ("**Triview**") and _____ hereinafter called ("**User**").

Triview owns the Sanctuary Pointe Park field ("**Facility**") which, from time to time are available for use; and the User desires to utilize those premises for the purposes herein contained; therefore, in consideration of the mutual agreements and conditions herein contained, Triview and User agree as follows:

1. **Park Use Permit.** Prior to using the Facility, the User shall apply for a Revocable Park Use Permit for Sports Field Use ("Practice Permit") and supply all of the information and deposits required therein. The terms of the Practice Permit are incorporated into this Agreement. In the event of a conflict between this Agreement and the Practice Permit the terms of the Agreement will prevail.

2. **Facility Use.** User shall be permitted to use the Facility and other spaces as set forth in this Agreement. Permission to use the Facility shall end on the final date noted in this Agreement. The Facility is provided "as is" and "with all faults." Triview makes no representation or warranty of any kind, express or implied, with respect to the condition of the Facility, including the fitness or suitability for a particular purpose. If the User feels as though the Facility is not fit for use or is unsafe, the User shall discontinue use of the Facility and notify Triview immediately. Triview reserves the right to cancel an event if it is deemed that the turf conditions are poor or the activity will cause damage. User agrees to use industry accepted guidelines relative to safety procedures, including an applicable lightning policy. User expressly understands and agrees that Triview does not, in any way, provide advice and/or instruction regarding inclement weather, including specifically lightning.

Triview hereby disclaims and User hereby waives the benefit of any and all implied warranties, including implied warranties of habitability, fitness or suitability for a particular purpose. User acknowledges that neither Triview nor any agent of Triview has made any representation or warranty with respect to the facility or the suitability of the facility for the purpose herein intended. By occupying the facility, User is deemed to have accepted the facility as suitable for its purpose.

Time shall be of the essence in this agreement. The time granted for the use of the Facility or for the installation or removal of equipment shall not be extended without the written permission of Triview and all additional time shall be paid for according to the schedule of fees as established by Triview. All reservations will be subject to time limitations and use limitations, and may be subject to other conditions or restrictions, as set forth in the Practice Permit. Users must vacate the area at the time designated on the permit. Failure to comply with the time restraints may be considered a forfeiture of the security deposit or termination of this Agreement.

3. **Concessions.** No commercial concessions may be operated, nor charge or donation requested of the public at the Facility.

4. **Payment, Accounting and Collections.** Triview will provide to the User, within 7 business days after applying for the Practice Permit an email stating an approval with the Deposit & Use Fee amount due as defined in the Practice Permit. User also agrees that the balance of payments due under this Agreement and the Practice Permit shall be made prior to using the Facility**.** Failure to pay all applicable fees when due may result in Triview taking action in law or equity, and/or using the services of a collection agency. User agrees to pay to Triview its expenses incurred with collection of the unpaid balance, including attorneys' fees, court costs, collection agency fees and any relief to which Triview may be entitled.

5. **Applicable Laws.** User agrees to comply with all applicable laws, ordinances and rules of Triview, the State of Colorado and the United States, and to pay all taxes imposed by law in connection with its use and occupancy.

User agrees to indemnify Triview, its regents, agents and employees from any claims, losses, suits, damages or liabilities, including attorney's fees, that arise out of or based on the grounds that facility or services provided by User failed to comply with the applicable provisions of the ADA or any other applicable law. User agrees to reimburse Triview for any legal or other expenses incurred by User in connection with investigation of defending against such claims, losses, suits, proceedings, damages, or liabilities, as and when such expenses are incurred. Triview reserves the right to settle any claim, proceeding, or suit at any time.

6. **Fire or Flame Usage.** User agrees that it will not use fire or flame on or near the Facility.

7. **Alteration, Decorations, and Damage.** User shall not injure, mar or in any way deface the premises and shall not cause or permit anything to be done whereby the premises shall be in any manner injured, marred or defaced and will not drive, or permit to be driven, nails, hooks, tacks, stakes, or screws into any part and will not make or allow to be made any alterations of any kind. User agrees that all participants and guests of the User are under the direct and complete supervision and control of the User. As such, User is liable for all damages resulting from participant and/or guest utilization of the facilities provided by Triview. Triview assumes no responsibility for loss or theft of personal property of damage to personal property of User or any of its participants or guests. The User agrees to notify Triview of any plans to construct or make alterations/additions to any premises or real property belonging to Triview prior to any work starting. If Triview determines the alteration is unacceptable, Triview reserves the right to refuse any alterations requested by the User. Tents, booths ownings, canopies or other structures are prohibited without the prior written approval of Triview. Motor vehicles are prohibited on the fields and turf areas without prior written approval from Triview. Damage and/or destruction of Triview's property will result in repair and/or replacement fees billed directly to User. User shall not allow, nor perform, any maintenance to any part of Triview, including fields and/or facilities, to include, but not limited to, shoveling, plowing, or otherwise clearing the Facility without express written permission from Triview.

8. **Equipment.** User agrees that it will not use Triview's equipment, tools or furnishings, located in or about described facilities, without first seeking and receiving the written approval of Triview. Any machine or device for the purpose of amplification of human voice, music, or any other sound is prohibited without the prior written approval of the Triview. **It is highly recommended to protect the neighboring resident's property that a portable backstop netting be used**. All equipment must be returned to its original location after the event.

9. **Additional Users.** User understands and agrees that during the term of this Facilities Use Agreement other events may be held in other parts of the described facilities not included in this Facilities Use Agreement, and the User shall conduct its activities so as not to interfere with the general public's enjoyment of the surrounding areas. The Facility is for practice use only. League games or tournaments shall not be held on the Facility. Scrimmages are acceptable as long as both teams using the field have signed a Facilities Use Agreement.

10. **Violation and Removal from Premises.** If at any time the uses of the premises by the User violate an applicable rule, regulation, policy, ordinance or law of Triview, the Town of Monument, County of El Paso, State of Colorado, or the United States of America, the User shall either cease and desist from continuing such use or surrender the premises forthwith upon demand of Triview. The terms and conditions of this agreement do not require Triview to relinquish its control of its facilities and services to the User. Triview retains the right to require the User, or any of its participants or guests to leave Triview's premises if Triview, in its sole discretion, determines that circumstances require it. Disorderly conduct and abusive language are prohibited and shall be cause for cancellation of this Agreement. Upon completion of each practice, the area shall be restored to a litter-

free condition. The User agrees to be responsible for costs incurred by Triview for repairs or cleanup by Triview necessitated by the team's use. Destruction, damage, or removal of any vegetation or defacement of Triview property is prohibited. The applicant agrees to be responsible for all such damage. User agrees that absolutely no metal cleats will be worn at the Facility at any time. User will be responsible for any and all metal cleat damage done to the Facility.

11. **Indemnification and Waiver of Liability.** Triview shall not be liable to User, or to any agent, employee, servant, or invitee of User, and User shall indemnify, defend and hold Triview harmless from and against any and all fines, suits, claims, demands, losses, liabilities, actions, and costs (including attorney's fees) arising from: any injury to person or damage to property caused by any act, omission, or neglect of User, it's agents, employees, servants or invitees; User's use of facility under this agreement or the conduct of User's business; any activity, work, or thing done, permitted, or suffered by User under this agreement; or any breach or default in the performance of any obligation on Triview's part to be performed under the terms of this agreement. User agrees that User, on behalf of User's team, organization, and/or league, expressly understands and agrees that Triview its board or employees, are not and shall not be responsible for or liable for any illness, injury to person, or damage to property resulting from rental and use of Triview's field and/or facilities.

User agrees that User, on behalf of User's team, organization, and/or league, expressly understands and agrees that participation in activities and/or events at Triview's fields and/or facilities carries with it certain inherent risks that cannot be eliminated, regardless of the care taken to avoid these risk or injuries. User agrees that User, on behalf of User's team, organization, and/or league, expressly understands and agrees that these and other risks are inherent in the activity User is participating in. User hereby asserts that User's participation, on behalf of User's team, organization, and/or league, is voluntary and that User knowingly assumes all such risks.

User forever releases and holds harmless Triview and its employees, agents, representatives, Board Members, and contractors from any and all claims of any kind that User, or User's respective heirs, executors, administrators, or assigns may have or claim to have resulting from rental and use of Triview's field and/or facilities. User agrees to obtain the written consent of the guardian of any minor or incompetent participant, if requested by Triview.

User and/or any participant, person, or group associated with User or associated with User's use of Triview's field and/or facilities, authorizes Triview to, at its own discretion, use any photograph(s) taken of User and/or any participant, person, or group associated with User or associated with User's use of Triview's field and/or facilities while participating in any activity at Triview's field and/or facilities and expressly waives any and all claims that User and/or any participant, person, or group associated with User or associated with User's use of Triview's field and/or facilities, User's heirs, executors, administrators, or assigns, may have or claim to have resulting from such photograph(s) or reproductions thereof.

User expressly understands and agrees that Triview carries no insurance of any type for players, coaches, or spectators. Emergency medical services may be called for any medical emergencies by any person while at Triview's facilities. Regardless of reason, Triview, accepts no responsibility or agreement for payment of any costs or fees associated with any medical emergency to any person while at Triview's facilities. Responsibility for payment of any costs or fees associated with a medical emergency to User, and/or any participant, person, or group associated with User, and/or associated with User's use of Triview's field and/or facilities is solely and exclusively to the injured party.

Triview, strongly recommend and encourage User, on behalf of User's team, organization, and/or league, conduct appropriate background checks and provide concussion awareness and abuse awareness and prevention training for any adults and/or persons in a supervisory role or involved with minors. User agrees to add or modify, as needed, any liability, release, or waiver form(s) used by User or by User's organization, to limit or waive any liability, for any reason, for User or User's organization, to include Triview on said form in limiting or waiving of any liability.

12. **Force Majeure.** For the purpose of this Agreement, an **"Event of Force Majeure"** means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence, cannot be, or be caused to be, prevented, avoided or removed by such Party, and (ii) such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof. Either Party shall be excused from performance and shall not be in default of any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure Event. If a Party wishes to claim protection in respect of an Event of Force Majeure, it shall, as soon as possible following the occurrence or date of commencement of such Event of Force Majeure, notify the other Party of the nature and expected duration of such Event of Force Majeure and shall thereafter keep the other Party informed until such time as it is able to perform its obligations. Upon completion of the event of force majeure the party affected must as soon as reasonably practicable recommence the performance of its obligations under this contract. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

13. **Insurance.** User agrees to obtain at its own cost and expense commercial insurance coverage consisting of commercial general liability insurance for at least $1,100,000 for each occurrence on an occurrence basis and $1,100,000 for personal and advertising injury liability, totaling an aggregate of $2,000,000. User agrees to also obtain automotive liability of $1,100,000 for each accident. If the User's activities under this agreement involve contact with minors, User also agrees to obtain sexual molestation coverage in the limits below. User shall, **on or before fourteen (14) days preceding the initial use of the facility,** furnish Triview with a copy of the policy or a certificate that the insurance required by this section has been issued, and Triview shall be named as an additional insured thereunder with a specific endorsement extending coverage to Triview. All policies required to be maintained by User under this Agreement shall be primary and noncontributory to any other insurance, self-insurance, or risk pooling arrangement maintained by Triview. User agrees to secure the following minimum coverage:

General Liability		**Automobile Liability**	
Each Occurrence	$1,100,000	Bodily Injury	$250,000
Damage to Premises (each occurrence)	$100,000		$500,000
Medical Expense (any one person)	$1,000	Property Damage	$100,000
Personal & Adv Injury	$1,100,000	Each Accident	$1,100,000
General Aggregate	$2,000,000		
Sexual Molestation			
Each Occurrence	$1,100,000		
General Aggregate	$2,000,000		

14. **Non-assignment.** User shall not assign or transfer this Agreement or sublet any portion thereof without the written consent of Triview.

15. **Alcohol/ Drug Use.** This Agreement grants to User no greater rights than expressly stated herein and specifically denies any right to User or possession or occupancy which would be in violation of state laws, rules and regulations, particularly with respect to the dispensing of alcohol and alcoholic beverages and any and all cannabis products.

16. **Inspection.** User agrees that Triview personnel may enter upon the Facilities as hereinbefore described at all reasonable times and make inspection in conformity with this Agreement. A copy of this Agreement must be in the possession of the coach and shown to Triview personnel upon request.

17. **Governing Law and Venue.** This agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the laws of the State of Colorado and venue shall lie in the courts of El Paso County, Colorado.

18. **Contract Modifications.** This written agreement shall supersede and void all prior understandings whether written or oral and the terms herein shall bind the parties. Any modifications or amendments hereto must be done in writing and signed by all parties.

19. **Cancellation.** This Agreement may be canceled by either party without cause upon 7 days in advance of the start of the season with written notice. In the event that Triview buildings, property, or facilities shall be destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this agreement impractical or impossible, User shall be obligated to pay the fees hereinafter stipulated only for those services, activities, and events which were provided to User. User hereby waives any claim for damages or compensation resulting from fire, casualty, or other circumstances causing curtailment of this agreement. **Cancellations due to Weather.** The Triview Office must be notified within 48 hours of the cancellation, and a credit will be held on the account to be used at a future date. No Refunds on cancellations due to weather.

20. **Alternate Dispute Resolution.** To the extent possible, a *dispute resolution process* shall be used by Triview and User to attempt to resolve any claim for breach of contract made by User that cannot be resolved in the ordinary course of business. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by User, (ii) neither the issuance of this Agreement by Triview nor any other conduct, action or inaction of any representative of Triview relating to this Agreement constitutes or is intended to constitute a waiver of Triview's sovereign immunity to suit; and (iii) Triview has not waived its right to seek redress in the courts.

21. **Representations and Warranties by User.** If User is a corporation or a limited liability company, User warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Colorado, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of User has been duly authorized to act for and bind User.

22. **Conflict of Interest.** User and each person signing on behalf of User certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of Triview, nor any employee or person, whose salary is payable in whole or in part by Triview, has direct or indirect financial interest in the award of the Agreement, or in the services to which the Agreements relates, or in any of the profits, real or potential, thereof.

23. **Confidentiality.** During the course of the work and/or services to be provided under this agreement, User may come in contact with confidential information of Triview. User agrees to treat as confidential the information or knowledge that becomes known to User during performance of this agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by Triview. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. User shall further comply with all Triview information security policies that may apply.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement and it is effective as of the date of last signature below.

TRIVIEW:
TRIVIEW METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Representative of the District

Attest:

By: _____

[ENTITY AS DEFINED IN DOCUMENT]
"ENTITY NAME" ,
[description of entity type, e.g., an LLC]

_____

_____
Printed Name

_____
Title