



MERIDIAN RANCH RECREATION CENTER
 10301 Angeles Road, Falcon, CO 80831
 719-495-7119

**TYPICAL
 FACILITY RESERVATION AGREEMENT**

THIS AGREEMENT is entered into by and between the Meridian Service Metropolitan District and the User set forth below for the purpose of reserving certain Meridian Ranch Recreation Center facilities (the Facility) to the User for the purposes set forth herein. User agrees to abide by and conform to the attached Terms and Conditions of this Facility Reservation Agreement and the Meridian Ranch Recreation Center Operational Policies and Procedures, as well as all other rules and regulations from time to time adopted or prescribed by the Meridian Metro Service District.

USER INFORMATION:

 Name Email

 Phone (Day) Phone (Eve)

 Street Address

 City, State and Zip

Please complete the following information by checking the appropriate box:

1. User category:

Member Personal Use Member Community Use Approved Builder Use

2. Type of activity:

Youth party Adult party Pool party (when available)
 Business meeting Reception Club meeting
 Other

3. Recurring activity? Yes or No

If yes, when does the activity occur and what is its frequency?

4. Estimated number of people attending the activity: _____

An additional charge for an Event Monitor(s) may be required as determined by the Meridian Service Metropolitan District.

5. Requested area to be reserved: Recreation Center

Recreation Center Pool
 Meeting Room (Large) Birthday Party Room
 Meeting Room (Small) Gym
 Stage Room Aerobics Room (Large)

6. Brief description of the event and all activities that will be going on during event:

FACILITY RESERVATION BEGINS

Date: _____

Time: _____

FACILITY RESERVATION ENDS

Date: _____

Time: _____

The above times should include set-up and clean-up times. 15 minutes prior to the reservation and 15 minutes following the reservation are allotted to set up and clean up. Facility Fees may apply. Must reserve with an approved two-week notice.

Please be aware that after hour fees are dependent on facility hours which will change depending on the time of year. Please check with staff for available hours.

7. Facility equipment requests:

___ Rectangular Tables (19)

___ Round Tables (2) ___ Chairs (42)

___ Projector and Screen

___ Grill (Seasonal Memorial Day-Labor Day)

8. Please indicate decorations you may plan to use:

Note: Deliveries cannot be accepted by the Meridian Service Metropolitan District on behalf of User or received at the Facility prior to start time as set forth in the Agreement without prior approval.

**TYPICAL
TERMS AND CONDITIONS OF THE RENTAL AGREEMENT**

The User must read, understand and initial each statement below where indicated.

___ Alcohol is not allowed on the premises.

___ The facility may not be used to provide, conduct or solicit any activity, program, or other event for profit, financial gain or otherwise by any business or person unless such activity, program or other event is pre-approved by the Meridian Service Metropolitan. Examples of such activities include, but are not limited to: the selling of merchandise or conducting a class/seminar in which payment is required to attend.

___ Supervision by a responsible adult (18 years or older) is required in all areas subject to this Agreement. Failure to provide adequate adult supervision will be grounds for termination of this Agreement.

___ Smoking is not allowed in the Facility or anywhere on the facility property, including the parking lot.

___ No open flames will be permitted anywhere on the facility property, with the exception of birthday candles & sterno-type canned-heat sources.

___ Decorations may not be hung from the wall, curtain rods, etc. without prior Meridian Service Metropolitan approval. It must be indicated in the contract and must also be hung with non-damaging fasteners. Helium balloons must be tied down or weighted down. Resident is responsible for the removal of all decorations once the reservation is over.

___ The use of confetti, glitter, or like materials must have prior Meridian Service Metropolitan District approval or an excess cleaning fee may be assessed.

___ Clean-up of the room is the responsibility of the User, including the removal of trash. If the room is not properly cleaned, the Meridian Service Metropolitan District may assess a cleaning charge.

___ The user/resident is responsible for every member of his or her party, including third-party contractors such as caterers. The resident is not permitted to leave the facility if there are members from his or her party on the premises. If the resident is not on the premises for the duration of the event (including set-up and clean-up times) a \$12.50 per hour event monitor fee will be automatically assessed or the Meridian Service Metropolitan District reserves the right to terminate the reservation agreement.

___ The user/resident is still fully liable and responsible for all terms and conditions set forth in this agreement including, but not limited to payments of any additional reservation fees, which include; additional after hour fees, bounce house & movie screen rental fees, pool reservation fees, additional clean-up fees, and any damages that may occur during the reservation

___ The following fees will be charged for your event and will be due at the end of the event upon completion of clean up and walk-through.

Fee Schedule
(May be changed by the District Board of Directors)

Rooms/Areas for Rental	To Hold Reservation (Nonrefundable/ Applied to Rental Fees)	Security Deposit (Must Place Credit Card On File)	Rental Fee (2 hour Minimum)	Event Monitor Fee	Cancellation/ Reservation Change Fee
Meeting Room, Aerobic-Small or Aerobic-Large	\$35	\$200	\$50/hour After Hours \$100/hour	\$15.00/hour	\$50 If hours are extended with less than 48 hours' notice
Birthday Party Room	\$50	\$200	\$75/hour After Hours \$100/hour	\$15.00/hour	\$50 If hours are extended with less than 48 hours' notice.
Stage Room	\$50	\$200	\$75/hour After Hours \$155/hour	\$15.00/hour	\$50 If hours are extended with less than 48 hours' notice.
Gym One Half / A or B	\$50	\$200	\$75/hour After Hours \$155/hour	\$15.00/hour	\$50 If hours are extended with less than 48 hours' notice.
Pool	\$50	\$200	\$125/hour up to 50 guests, \$30/hour for every 25 guests above 50 After Hours \$50/hour additional	\$15.00/hour For each lifeguard	\$50 If hours are extended with less than 48 hours' notice.
Pool w/Party	\$50	\$200	\$125/ hour up to 25 guests, \$30 for every 25 guests above original 25 After Hours \$50/hour additional	\$15.00/hour For each lifeguard	\$50 If hours are extended with less than 48 hours' notice.

*Outside of regular hours, 2 lifeguard min. plus 1 lifeguard for each additional 25 people.

**During regular hours, 1 lifeguard per 25 and 1 lifeguard for each additional 25 people.

\$ _____ Facility Rental Fee

\$ _____ Pool Rental Fee

\$ _____ Event Monitor Fee

TO BE COMPLETED BY THE MSMD:

Security Deposit: Credit Card on File Check

Estimated fees that must be paid by User/Resident at the start of the reservation:

Total: _____

User/Resident: By signing below, you are indicating that a Meridian Service Metropolitan District staff member has gone over the above-mentioned terms, conditions and fees.

User Signature

_____ Date _____

Meridian Service Metropolitan District Staff: By signing below, you are certifying that you have gone over the above-mentioned terms, conditions and fees with the User.

Meridian Service Metropolitan District Staff

_____ Date _____

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**TYPICAL
MERIDIAN SERVICE METROPOLITAN DISTRICT
POOL RENTAL GROUP USAGE POLICY & AGREEMENT**

The following rules and regulations have been established by the Meridian Service Metropolitan District to govern usage of its swimming pools by rental groups.

Group Name: _____

TERMS AND CONDITIONS OF THE FACILITY RESERVATION AGREEMENT TO BE GIVEN TO RESIDENT UPON COMPLETION OF CONTRACT

The User is responsible for the conduct and welfare of all persons attending the event and using the Facility during the use period, supervision of minors, damages and all fees due, and shall hold Management and the Meridian Service Metropolitan District harmless from any and all claims resulting from the use. The User is further responsible for paying full replacement cost or full repair cost, as determined by the Meridian Service Metropolitan District, for any property loss or damage resulting from the use of the Facility property by User or the User's guests.

This Agreement is not transferable. Violation of this provision, any other provision of this Agreement or any Facility rule, procedure, or regulation, will result in the immediate termination of this Agreement and event at the sole discretion of the Meridian Service Metropolitan District. Reserving the facility for more than one consecutive day may result in the addition of the resident's total number of annual events unless such activity, program or other event is pre-approved by the Meridian Metro Service District.

Alcohol is not allowed on the premises.

No candles, with the exception of birthday candles, or open flames are permitted anywhere on Facility property. Chafing dishes requiring Sterno-type canned-heat sources are permitted. A grill will be provided in the pool area. Users are not permitted to bring a grill or other cooking devices to the Facility.

Use of an amplified sound system is subject, at all times, to the applicable noise ordinance restrictions of El Paso County. Use of the exterior sound system speakers at the Facility must conclude no later than 11:00 p.m. This includes the outdoor patio, pool area and main entrance. The Meridian Service Metropolitan District will be the final authority on whether the noise level, outside or inside of the Facility, is a nuisance.

A \$200.00 security deposit (check or credit card) must be on file at time of making the reservation. The security deposit, if required, may be deposited. A User may cancel this Agreement up to 48 hours prior to the scheduled event and the amount will be returned. The User will get security deposit returned following the week of said event. An administration fee of up to \$50, at the sole discretion of the Meridian Service Metropolitan District, may be charged and deducted from the security deposit for reservations cancelled within 48 hours of a scheduled event. Residents must provide a separate deposit check for each event reserved. Additionally, if

the duration of the reservation agreement is increased with less than 48 hours' notice a fee of \$50 will be assessed independently of any applicable after hour fees.

All estimated Facility, Pool, Equipment Rental and Event Monitor(s) fees must be paid to the Meridian Service Metropolitan District at the start of the reserved event. Additional fees incurred above the estimated fees shall be paid within five days of the invoice date.

The Facility shall be used only for the purpose set forth in the Agreement and User and all persons attending an event may only use the areas reserved for use during the approved time. The User shall be responsible for ensuring that all attendees remain in the reserved areas. If the event takes place during Regular or Summer hours, other non-reserved areas of the Facility will continue to operate normally, however non-reserved areas are off limits to those in attendance of the said reserved event.

The User may post signs with authorization from the Meridian Service Metropolitan District. No solicitation is allowed on the Facility property. The Meridian Service Metropolitan District names and logos may not be used.

Supervision by a responsible adult (18 years or older) is required in all areas subject to this Agreement. Failure to provide adequate adult supervision will be grounds for termination of this Agreement.

In order to reserve a room, the User must be: (1) a minimum of eighteen years of age; (2) a "Member in Good Standing" and (3) in attendance during the entire time of the event, including set-up and clean-up. The User must also act as the contact person for the Meridian Service Metropolitan District.

The Meridian Service Metropolitan District reserves the right to cancel this Agreement and any event if such event has not commenced two hours after the start of the reservation. Such cancellation will be considered a termination, and an administration fee of up to \$50, at the sole discretion of the Meridian Service Metropolitan District, may be charged and deducted from the security deposit.

MERIDIAN SERVICE METROPOLITAN RIGHTS

The Meridian Service Metropolitan District reserves the right to reject any reservation it believes would: 1) disrupt or impair the Facility's normal operations; 2) be inconsistent with the image, reputation, purpose or function of Management or the Meridian Service Metropolitan District; or, 3) violate any the policies and procedures of the Facility.

The Meridian Service Metropolitan District reserves the right to modify or terminate any Facility Reservation Agreement and reservation schedule to accommodate program changes or other unforeseen circumstances. When a reservation must be changed or cancelled, the Meridian Service Metropolitan District will notify the User as soon as possible. If a mutually agreeable alternative date and time for the reservation cannot be agreed upon by the User and the Meridian Service Metropolitan District, the Facility Reservation Agreement shall be deemed terminated and the User will receive a full refund of the security deposit less any applicable charges. The parties agree that except for the obligation to provide a full refund in the event of cancellation by

the Meridian Service Metropolitan District, the Management shall have no liability to the User for any damages claimed by the User as a result of any such cancellation.

Set-up and clean-up of the reserved area(s), including moving of all furniture, is the sole responsibility of the User unless prior arrangements are made with the Meridian Service Metropolitan District. Decorations must be pre- approved by the Meridian Service Metropolitan District and User may not attach anything to walls, ceilings or floors unless preapproved by the Meridian Service Metropolitan District (no staples, tacks, pins, nails or glue may be used for decorations). Only painter's tape will be allowed upon request.

Clean-up of the reserved area(s), including trash pick-up, vacuuming, etc., is the sole responsibility of the User. Stains on walls, windows, ceilings or carpets are also the sole responsibility of the User, who will be held liable for their removal. If the room is not properly cleaned, as determined by the Meridian Service Metropolitan District in its sole discretion, the Meridian Service Metropolitan District may assess a cleaning charge. User is responsible to remove all event trash and place it entirely in the dumpster located in the parking lot. User is responsible for removing all items from the premises the day of the event.

WALKTHROUGH

The Meridian Service Metropolitan District and the User shall conduct an entry and exit walk-through to verify the condition of the reserved area(s) and to determine if any damage was caused to the Facility or equipment during the use period. At the completion of the entry and exit walk-throughs, the User and the Meridian Service Metropolitan District shall sign a separate Facility Reservation Checklist verifying the condition of the room.

INSURANCE

Any User in whose name the Facility or any portion thereof is reserved shall be liable for any and all property damage and loss to any portion of the Facility arising out of the use or operation of the Facility by the User, or any acts or omissions of User or any third party who attend or participate in any event or function hosted in the Facility by the User. For Member Community Use events, each Member is responsible for their own conduct and for all damages and costs incurred as a result of their actions. As a condition of the Meridian Service Metropolitan District entering into this Agreement and User's use of the Facility, User shall be required to provide liability insurance coverage in such form and manner as the Meridian Service Metropolitan District, in its sole discretion, shall require. The minimum general liability limits of insurance coverage required will be based on various factors including, but not limited to, the size of the event, number of anticipated participants or guests, the activities to be conducted during the event, and the extent, if any, to which alcohol will be served or made available during an event. In its discretion, the Meridian Service Metropolitan District may require the User to provide one of the following: 1) a copy of the Declarations page of User's current homeowners or renters insurance policy reflecting third-party liability insurance coverage in an amount at least equal to \$100,000 per person/\$300,000 per accident; 2) a separate liability policy covering the proposed event or a rider to an existing policy affording such event coverage; or 3) a Certificate of Insurance in an amount and form acceptable to the Meridian Service Metropolitan District which may include an endorsement naming Management and the Meridian Service Metropolitan District as additional insurers. User shall provide valid proof of insurance to the Meridian Service Metropolitan District no later than 10 business days prior to the scheduled event. Failure to provide proof of insurance required by the Meridian Service Metropolitan District in accordance

with these policies and procedures shall void this Agreement and will result in cancellation of the event. Under such circumstances, the User agrees that Management and the Meridian Service Metropolitan District shall not be liable for any consequential losses, damages or expenses arising from the cancellation of the event. The User, on behalf of itself, its assigns, heirs, representatives and liability insurance carriers, hereby agrees to waive any right of subrogation, indemnification or contribution that it may have against Management or the Meridian Service Metropolitan District or any of its representatives or agents for any claims, demands, damages or losses arising in any way out of or in connection with the event or activity.

INDEMNIFICATION AND HOLD HARMLESS

User covenants to indemnify and hold harmless Management and the Meridian Service Metropolitan District, its officers, directors, members, employees, agents and volunteers from and against any claims, losses, liabilities, costs, damages, or related expenses incurred by Management or the Meridian Service Metropolitan District, its officers, directors, members, employees, agents and volunteers, as a result of 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 employee, agent, independent contractor, invitee, guest or licensee, including any person attending or attempting to attend the event or activity for which the premises are being reserved, whether or not such person has been invited or authorized to attend by User. User's liability under this paragraph shall include all costs and expenses incurred, including, but not limited to, reasonable attorney's fees. Management's and the Meridian Service Metropolitan District's right to indemnity under this Agreement shall arise even though joint or concurrent liability may be imposed on Management and the Meridian Service Metropolitan District by statute, ordinance, regulation, or other law.

ASSUMPTION OF RISK

There are inherent risks to any individual who chooses to use the Facility including, but not limited to, risks of serious physical injury or death resulting from the use of the swimming pool, participation in exercise programs or other use of the Facility. These inherent risks include the potential for bodily injury or death resulting from drowning, physical activity or exertion and participation in exercise programs or other recreational activities at the Facility. Each person who elects to use the Facility voluntarily assumes the inherent risks in doing so, and assumes responsibility for ensuring their own safety and well-being during the use of the Facility. Under no circumstances shall Management and/or the Meridian Service Metropolitan District be held liable for any physical injury, death or loss of personal property or other belongings arising from the use of its Facility.

All persons using the Facility are urged to obtain a physical examination before engaging in any physical activity or exertion at the Facility, and should ensure that they are physically and mentally fit to engage in any physical activity before doing so. All persons using the Facility are responsible for knowing their own physical limitations, including, but not limited to, their own swimming ability, and are personally responsible for participation in any activities or programs at the Facility.

Management and the Meridian Service Metropolitan District do not provide any form of medical coverage to Users or staffs who use the Facility, and Management and the Meridian Service Metropolitan District strongly urge all Users and staff of the Facility to maintain comprehensive health insurance that provides appropriate coverage for any healthcare expenses or other costs of

medical treatment resulting from any injuries that may occur. Management and the Meridian Service Metropolitan District disclaim any financial responsibility for any medical treatment or healthcare expenses attributable to any care and treatment that may result from injuries sustained at or during the use of the Facility.

In consideration of the Meridian Service Metropolitan District furnishing services, equipment and/or the Facility for swimming and other recreational activities, each person using the Facility, whether a Member, User, guest, or otherwise, shall sign an individual waiver and release as is requested by the Meridian Service Metropolitan District before they will be permitted to participate in such activity or use of such equipment and Facility.

These rules are subject to change by Board of Directors at any time based on recommendations from the Meridian Service Metropolitan District staff and legal counsel.