Northglenn Recreation Center
Pool Party Room Reservation Agreement
1 East Memorial Parkway Northglenn, CO. 80233
303.450.8800

THIS GENERAL USE LICENSE AGREEMENT (the "Agreement") is made this ______________ day of ______________, by and between the City of Northglenn, a Colorado home rule municipality (the "City") and ________________________________ (the "User").

The City of Northglenn (the "City") has the right to relicense the space (the "Facility") if the signed Agreement and full payment are not received at the time of initial booking. Cancellations or rescheduled dates must be made on or before 14 days prior to the scheduled event (the "Event") in order to receive a 100 percent refund.

User Information

Name: ____________________________________________  Today’s Date: ____________________________

Address: __________________________________________________________________________________

City/State: ___________________________  Zip: _____________________________

Email: ____________________________________________  Phone: _____________________________

DOB: _____________________________  Group/Organization (If applicable): _____________________________

Event Information (Only Available on Saturday and Sunday)

Name of Event: ____________________________________________  Type of Function: _____________________________

Requested Event Date: _____________________________  Expected Attendance: _____________________________

Rooms/Fees

<table>
<thead>
<tr>
<th>Room Name</th>
<th>Capacity</th>
<th>Rate</th>
<th>Amenities</th>
<th>Time Frame (Please Check)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pool Party Room</td>
<td>35</td>
<td>$185 Resident</td>
<td>TV, Refrigerator, Sink, Access</td>
<td>□ 10:30 am – 12:00 p.m. (Sunday Only)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$222 Non-Resident</td>
<td>directly to Pool</td>
<td>□ 12:30 – 2:00 p.m.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>□ 2:30 – 4:00 p.m.</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>□ 4:30 – 6:00 p.m.</td>
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</tbody>
</table>
Pool Party Room Guidelines

- You are only permitted to use the room during your reserved time. Rooms are not available before the scheduled time. Guests staying in their reserved room after their scheduled time will be charged for an additional half hour and asked to leave the room.

- All pool party room rental fees are due at the time of booking. Your reservation is not complete until you receive confirmation and a receipt from a Guest Services representative or from our online reservation system.

- Parties booked include use of the room for one and a half hours and 21 admissions (ages 3+) to utilize the pool. You may purchase additional admission fees the day of your party. Guest may use the pool before or after the allotted time reserved in the party room.

- You are responsible for cleaning up and vacating the room by the conclusion of your reservation time. Please pick up all trash off the floors and tables and place it in the trash cans provided.

- You are welcome to decorate tables and have balloons; however please do not affix anything to the walls, ceilings, or windows. Glassware (including crock pots), glitter, confetti, popcorn, gum, and spray string are not allowed. Please have any crafts or outside vendors approved ahead of time.

- No additional tables and chairs can be added to the room, outside tables or chairs are not allowed.

- You are responsible for the room’s condition and vacating the room on time. If it is left excessively dirty or with unauthorized decorations or not vacated on time additional fees may be assessed. Please check with staff before you leave to make sure everything is acceptable.

- All parties must supply their own party supplies including plates, cups, birthday candles, etc.

- Spectators are allowed on the pool deck. If a spectator decides they want to swim a daily fee must be purchased at Guest Services.

- No food can be consumed on the pool deck.

Checking In

- Upon arrival, please check in at the Recreation Center Guest Services desk.

- You will be given the allotted number of wristbands for your swimming guests that must be worn. Wristbands are valid for the day of your rental only. No refunds on unused wristbands. Wristbands are non-transferable once they have been used.

- Staff will show you to the room, assisting with a cart as needed.

- If you need anything during your party, please stop at the Guest Services desk for assistance.
Licensed Space Options: User has agreed to license the following space(s):

INDEMNITY: For the duration of the rental, the User is responsible for accidents, injuries, damages, or loss of property. The User agrees to indemnify and hold the City of Northglenn, its officers, agents, consultants, and representatives harmless from any loss, damage, or injury, which may be related in any way with the Event or the use of the Space. This indemnity applies equally to losses, damages or injuries caused or alleged to be caused in whole or in part by the negligence of the City and the User agrees to bear all costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent. The User further agrees to release, waive and discharge, and covenant not to sue the City for any claims, demands or actions whatsoever arising out of any damage, loss or injury incurred on or to User related in any way with the Event or the use of the Space. This release of liability applies to User, the undersigned as well as any of User's personal representatives, assigns, heirs and next of kin.

Furthermore, the User freely and voluntarily assume any and all risks known or unknown to User that are inherent to the Event or the use of the Space. The User has read and fully understands the effect of the relinquishment of the rights that User hereby waives.

PAYMENT AND CANCELLATIONS:
Please make checks payable to: City of Northglenn

1. When a check is presented as a payment to the City, User is authorizing the City to either use information from User's check to make a one-time electronic fund transfer ("EFT") from User's account or to process the payment as a check transaction. When the City uses information from User's check to make an EFT, funds may be withdrawn from User's account as soon as the same day the City receives User's payment, and User will not receive its check back from User's financial institution.

2. User cancellations must be reported 14 days prior to use. Failure to report cancellations will result in a forfeiture of payment.

3. The City reserves the right to cancel this Agreement and withdraw the permission hereby granted for just cause, or failure to comply with the City's policies or guidelines.

4. The City reserves the right to cancel this Agreement upon a 48-hour written notice to the User, or, in case of an emergency, when as much notice as possible will be given with a full refund being granted.

FORCE MAJEURE AND COVID-19:

1. In the event that weather, an act of God, physical disability, acts or regulations of public authorities or labor unions, labor difficulties, strike, civil tumult, war, epidemic/pandemic, interruption of transportation or any other proven cause beyond their control prevents the performance of any covenant(s) of the Agreement, the User and the City shall respectively be relieved of their obligations stated in the Agreement.

2. The City reserves the right to cancel the Event at any time if, in the City's reasonable judgment, cancellation of the Event will mitigate the community spread of COVID-19. Any such cancellation by the City will be based in part on guidance or orders issued by local, state, or federal authorities in response to COVID-19. In the event of such cancellation, the parties shall use reasonable efforts to reschedule the Event to a mutually acceptable time and location and to amend this Agreement; accordingly, only if such mutual agreement cannot be reached will this Agreement be terminated.

3. In addition, the User shall abide by any local, state, and federal health orders instituted during the term of this Agreement including any changes made to governmental requirements and is expected to implement any such changes effective immediately. Failure to abide by such requirements shall result in termination of the Agreement and forfeiture of any deposits or payments made.
4. The User recognizes that current state and local health orders permit a room capacity of no more than the posted room capacity in order to adhere to social distancing requirements and that further restrictions could be implemented at any time, up until the date of the event.

**USE:**

1. The City grants use of the rented portions of the facility to this User, but only during the specified times of the Agreement.

2. The City is only responsible for providing the equipment (chairs, tables, etc.) reserved.

3. If the User requires additional equipment from an outside vendor, the City must receive notification at least two (2) weeks prior to the event.

4. The City reserves the right to adjust Space assignment in order to accommodate the greatest number of organizations.

**MERCHANDISE SALE:** The User shall not sell any merchandise at the Facility until the User obtains both a State of Colorado and City of Northglenn sales tax license, copies of which shall be delivered to the City upon execution of this Agreement or thirty (30) days prior to the Event. The User shall be responsible for payment of all sales taxes that are included on the Colorado and the City of Northglenn sales tax returns. The User shall pay to the City a commission of twenty percent (20%) of the gross merchandise sales, after deducting the sales tax. The User warrants and represents that it has the sole right to reproduce and sell merchandise with the image and likeness of the User on the materials offered for sale by the City, as provided herein.

**GENERAL POLICIES:**

1. Equipment and furnishings in the Facility shall not be removed from the premises for any reason. Large pieces of equipment such as pianos are not to be moved.

2. No equipment provided by User may be stored or left on premises. All items used by User must be removed on a daily basis, unless prior written approval has been given by the Recreation Staff.

3. The City is not responsible for any belongings of persons using the facility. Any property left on premises by the User shall, after a period of seven (7) days, be deemed abandoned and become the property of the City. The City shall not be liable for any loss or damage to such property.

4. Users reserving space in a City facility shall be responsible for the behavior of participants and guests. If the City deems behavior inappropriate, the User will cease and desist from continuing such objectionable use and surrender the premise forthwith upon demand of the City.

5. Only service dogs that are required because of a disability are allowed in City facilities.

6. Smoking is not permitted in the City facilities or within one hundred feet (100’) of those facilities.

7. All unrented portions of the facility shall be kept unobstructed by the User and shall not be used for any other purpose other than ingress or egress to and from the premises.

8. It is User’s responsibility to pick up after its group. Please leave the facility rental Space in the same condition as User found it. User shall not affix anything to the walls, ceilings, or windows. Use of glitter, confetti, gum, and spray string are not allowed. If rental space is left excessively dirty or with unauthorized decorations or not vacated on time additional fees may be assessed. Please check with staff before you leave to make sure everything is acceptable.

9. Security services may be required for the event, which will be decided by City staff. If staff determines that security is needed, they will arrange for security services, at the User’s expense.
10. User acknowledges that the licensed Space is part of a larger operating complex. The City shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the licensed Space by any person, firm, or other entity, regardless of the nature of the use of such other space. The Facility parking lot is open to the public and is used for all attendees of the building. No parking spaces will be reserved.

11. Failure to comply with any of the general policies described herein may result in being prohibited from renting any of the City's facilities in the future.

12. Alcohol may not be brought into the facility by User or User's guests for consumption or auction. Alcohol may not be removed from the Facility. Donated liquor is not allowed in the Facility. If the User fails to disclose that alcohol is to be sold, served, or otherwise made available, the User, User's guests, and anyone else involved with the Event are subject to removal, citation, or arrest at the discretion of the City of Northglenn Police Department, and the User may be prohibited from using City of Northglenn facilities in the future.

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I have, read, understand, and will communicate to the individual users, all City policies. I have read and fully agree with and accept all responsibility for the terms and conditions of this Agreement.

I hereby release and agree to hold harmless the City of Northglenn and its representatives from all claims of liability for damages and/or injuries incurred in connection with any event or activity.

**USER:**

________________________________
Authorized Signature of User

________________________________
[Please print name and title on line↑]

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**CITY OF NORTHGLENN, COLOARDO:**

________________________________
Date