

Goldsmith Metropolitan District
6380 S. Fiddlers Green Circle, Suite 400
Greenwood Village, Colorado 80111
Phone: 303-773-1700 Fax: 303-740-6954

APPLICATION FOR TEMPORARY USE OF FACILITIES

APPLICANT:

Name: _____ Date: _____
Address: _____
Phone: _____ Fax: _____ Cell: _____

CERTIFICATION:

I, _____, certify that I am the authorized agent for the applicant and that the information provided on this application is correct.

Date: _____ Signature: _____

FACILITY USE DATA:

Description of facility area requested for use: _____

_____ (use attached map to show location)

Description of activity: _____

Dates requested: _____

What time will the "use" be _____ Time discontinued? _____

Estimated number of participants: _____ Spectators: _____

Comments: _____

CONDITIONS TO THE PERMIT:

____ Certificate of Insurance must be provided by an AX (A ten) or better company as rated in the Best Guide; required coverages are: Commercial General Liability — \$1,000,000; Automobile Liability — \$1,000,000; Workers Compensation, Coverage A statutory, Coverage B — \$500,000; Liquor or Host Liquor Liability of \$1,000,000 under an umbrella policy if alcohol is to be served; the following entities are to be named as additional insureds: GOLDSMITH METROPOLITAN DISTRICT, AND _____

(CERTIFICATE MUST BE SUBMITTED NO LATER THAN TWENTY (20) DAYS PRIOR TO THE SCHEDULED USE)

- | | |
|---|--|
| ____ Sanitation _____ | ____ Sprinkler System needs _____ |
| ____ Litter Control/Clean-up _____ | ____ Power Needs _____ |
| ____ Traffic Control _____ | ____ Notification of City/County Officials _____ |
| ____ Parking _____ | ____ Heavy vehicles/equipment _____ |
| ____ Security _____ | ____ Fees _____ |
| ____ Release of Liability & Indemnification _____ | ____ Damage Deposit _____ |
| ____ Sound Systems _____ | ____ Lighting _____ |
| ____ Other _____ | |

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COMPLETE RELEASE AND AGREEMENT TO INDEMNIFY AND DEFEND

RECITALS: The Undersigned desires and Goldsmith Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, permits the Undersigned to temporarily occupy property located in the Denver Technological Center (the "Property") on _____, _____ subject to the terms and conditions as herein defined.

AGREEMENTS: In consideration for use of the Property, the Undersigned hereby agrees as follows:

1. **Release.** While fully acknowledging the inherent possible risks in connection with the Event, the Undersigned, for itself and its successors and assigns, hereby waives, discharges and releases Goldsmith Metropolitan District, their successors and assigns, and their owners, directors, officers, employees, managers and agents (all collectively denominated "District") from any claims, causes of action, damages, losses, liabilities and demands of any nature including without limitation attorney's fees and costs incurred, that the Undersigned may have or allege and that arise in connection with the Event, whether caused by the negligence of District or otherwise.
2. **Indemnification and Agreement to Defend.** The undersigned also undertakes and agrees to indemnify District against all liabilities, losses and damages of any nature from claims, demands, costs, judgment or other expenses (including without limitation attorneys' fees and costs incurred) arising out of the Undersigned's participation in the Event. In addition, should District be subject to a lawsuit or other claim for relief arising out of the Undersigned's participation in the event the Undersigned agrees to defend and hold harmless from any and all attorney's fees and costs incurred in the course of such lawsuit and from any and all liabilities that may result therefrom.
3. **Severability.** If any provision of this Complete Release and Agreement to Indemnify and Defend or the application thereof to any person or situation, to any extent, shall be held invalid or unenforceable, the remainder of this Complete Release and Agreement to Indemnify and Defend, and the application of such provision to persons or situations other than those to which have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Undersigned, after reading and fully understanding this Complete Release and Agreement to Indemnify and Defend, voluntarily executes and delivers the Agreement as of the date written below.

Signed by: _____

Date: _____

Its: _____

AUTHORIZATION:

Goldsmith Metropolitan District hereby acknowledges that the applicant is authorized to make temporary use of the herein described facility or area upon the terms and conditions specified herein.

FOR GOLDSMITH METROPOLITAN DISTRICT USE ONLY

_____ Certificate of Insurance submitted and approved

_____ Site Plan attached

APPLICATION APPROVED BY GOLDSMITH METROPOLITAN DISTRICT

Signed by: _____

Date: _____

Its: _____

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TEMPORARY USE OF FACILITIES

INSURANCE REQUIREMENTS

Goldsmith Metropolitan District is pleased to provide its facilities for your use. As a condition of use, however, we require you to provide us with evidence of insurance. Our insurance requirements are listed below:

Your insurance company must be rated AX (A ten) or better in the “Best Guide”.

	<u>Coverage</u>
Commercial general liability policy	\$ 1,000,000
Automobile liability: to cover all vehicles, whether owned or hired or non-owned	\$ 1,000,000
Workers compensation: Coverage A Coverage B — employer’s liability	Statutory \$ 500,000
Liquor or host liquor liability: if you are planning to serve liquor at the function	\$ 1,000,000
Umbrella liability	\$ 1,000,000

We must receive your certificate of insurance **NO LATER THAN TWENTY (20) DAYS PRIOR** to your scheduled event.

The following entities are to be included in your coverage as additional insureds for your event (including set-up and clean-up):

Shea Colorado LLC, d/b/a/ Denver Technological Center
Goldsmith Metropolitan District