

**Meridian 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: MERIDIAN 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 Meridian Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, permits the Undersigned to temporarily occupy property located in the Meridian International Business 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 Meridian 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:**

Meridian 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 MERIDIAN METROPOLITAN DISTRICT USE ONLY**

\_\_\_\_\_ Certificate of Insurance submitted and approved

\_\_\_\_\_ Site Plan attached

**APPLICATION APPROVED BY MERIDIAN METROPOLITAN DISTRICT**

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

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**TEMPORARY USE OF FACILITIES**

**INSURANCE REQUIREMENTS**

Meridian 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/ Meridian International Business Center**  
Meridian Metropolitan District