

**EXHIBIT E OF
POLICIES AND PROCEDURES GOVERNING THE
BAREFOOT LAKES RECREATION AMENITIES**

THE SWIMMING POOL AND THE COVE

(Revised as of June 30, 2022)

1. ARTICLE I: SWIMMING POOL

1.1 Use of the Swimming Pool. The Swimming Pool is available for the general informal use of District residents and their guests, provided that such use is consistent with the planned use of the facilities. Commercial use of the Swimming Pool is prohibited.

1.2 District Swim Team Use. Notwithstanding the foregoing, the District may elect to establish an organized swim team. In the event that the District establishes an organized swim team, then the Swimming Pool may be reserved for use for organized swim team events in which the District's organized swim team is participating, up to one time per month, and may be reserved for the District's organized swim team's practices during times outside of the Swimming Pool regular hours of operation. The Swimming Pool may not be reserved for use for organized swim team events in which the District's organized swim team is not participating.

1.3 Application for Pool Party Permit. Users who wish to bring more than the allowable number of guests to the Swimming Pool at a given time may apply for a Pool Party Permit. A completed Rental Request Form (**Exhibit A-5**), Applicant Waiver of Liability and Release Form (**Exhibit E-2**), Deposit Check, and Rental Fee must be submitted to the District no later than 14 days prior to the requested event date in order to constitute a complete Application for a Pool Party Permit. All Users and their guests must obey all Pool Rules and all instructions from the District staff, managers, and lifeguards at all times. Permits will be issued on a first-come, first-served basis, subject to the District Manager's discretion, staffing availability, and anticipated facility capacity.

1.4 Picture ID Required. All Users over the age of 16 shall be required to have a picture ID available at all times in the Swimming Pool in order to allow lifeguards to verify eligibility as a User.

1.5 Hours of Operation. Hours of the Swimming Pool are posted onsite or on the District's website.

1.6 Swimming Pool Rules. Swimming Pool rules are posted in the swimming area and may be obtained directly from the District Recreation Director.

1.7 Lifeguards. Lifeguards will be attending the Swimming Pool area during normal hours of operation. The absence of at least two (2) lifeguards at the Swimming Pool shall result in the closure of the Swimming Pool. Notwithstanding the presence of lifeguards at the Swimming Pool, or lack thereof, Users shall utilize the Swimming Pool at their sole risk.

1.8 Flotation Devices. No swimmers dependent upon any flotation device shall be permitted in the Swimming Pool unless accompanied (in the water) and directly supervised by a responsible adult over the age of 16. All persons may be asked to demonstrate their swimming ability. "Direct supervision" (within arm's reach) as used herein shall mean that the parent, legal guardian or other adult is in the water with swimmers requiring such supervision, or within the Swimming Pool fence, not more than ten (10) feet from the water and facing the direction of the swimming facilities. All individuals that will be in water greater than chest deep may be subject to a swim test.

1.9 Children. No User under the age of 12 shall use the Swimming Pool unless accompanied by a parent, legal guardian or other adult over the age of 18, as listed on the Property Owner/Resident Information Form; or a minor aged sixteen (16) or older, as authorized on the Minor Release Form. Any User between the ages of 12 and 18, who may independently access the Swimming Pool without a parent or legal guardian as set forth in this Section 1.5, shall pass a swim test to the sole satisfaction of the District Recreation Director or assigned staff prior to any such access. If any User is between the ages of twelve (12) and eighteen (18) years for any portion of the year in which the Property Owner/Resident Form and Release Form are submitted, such User shall not be permitted to use the Swimming Pool without supervision by a parent or legal guardian unless such parent or legal guardian has submitted a Minor Release Form, in substantially the form attached hereto as **Exhibit E-1** for such year in question. All individuals who are not yet potty-trained or are otherwise unable to control their bladder shall wear swim diapers or swimsuits with built in swim diapers when utilizing the Swimming Pool.

1.10 Pool and Water Toys. The only play balls allowed in the Swimming Pool shall be Nerf™ type balls and inflatable plastic beach balls. Tennis balls, golf balls, footballs, basketballs, etc. will not be allowed. Diving toys and reasonably sized flotation devices shall be allowed. All use of pool toys and other equipment is subject to the sole discretion of the lifeguards on duty.

1.11 Equipment. Proper and appropriate attire should be worn by all Users and their guests when utilizing the Swimming Pool.

1.12 Smoking, Drugs and Alcohol. Smoking and the use of marijuana or illegal drugs is not allowed and shall not be permitted on or around the Recreation Amenities. The consumption of alcohol on or around the swimming pool is prohibited.

2. ARTICLE II: THE COVE

2.1 Use of the Cove Party Room. Subject to the limitations outlined in Article 2.1.3, the Cove Party Room shall be available to all Users upon payment of the appropriate rental fee and deposit, which shall be fixed by the District's Board of Directors in its discretion based upon the type of event for which rental of the Cove Party Room is desired, the number of persons anticipated to be in attendance and other attendant factors. The District's Board of Directors may, in its discretion, decline rental of the Cove Party Room for any event that the District's Board of Directors deems to jeopardize the safety, health or welfare of the public. A current form of agreement for the Cove Party Room reservations is attached here as **Exhibit E-3**.

2.1.1 Use of Cove Patio. The Cove Patio and adjoining lawn area may be used in conjunction with rental of the Cove Party Room or may be reserved separately. Users desiring to use the Cove Patio must specify this desire on the Rental Request Form (**Exhibit A-5**). Use of tents, bounce houses and other such amenities must be specified in the Application for Facility Use and approved by the District's Board of Directors. Setup of any such amenities on the Cove Patio shall not utilize stakes or other tools driven into the ground and shall instead use sandbags, water-bags, or similar surface-only methods.

2.1.2 Use of the Fire Pits. There are two gas-fueled fire pits in the open space outside of the Cove. Both fire pits are available for general, informal use by Users and the general public on a first-come first-served basis, provided the fire pit on the Cove Patio has not been previously reserved, and subject to these Policies and Procedures. The rules for use of the fire pits are posted on-site.

2.1.3 Limitations on the Ongoing Use of the Cove. Except as otherwise stated herein, Users shall be prohibited from renting the Cove Party Room and/or Cove Patio on an extended or continuing basis for ongoing purposes. Such rentals have the ongoing effect of precluding and preventing the Cove usage by other permitted Users. Whether a proposed use is extended or continuing shall be determined by the District Manager, but shall include an analysis of whether such use is proposed for greater than a 24 hour period in any given week or for multiple regularly scheduled usage on a weekly or monthly basis. In an attempt to further use of the Cove Party Room and/or Cove Patio on a non-discriminatory and neutral basis and not aid one religion/political party, or prefer one religion or political party over another or provide any public funding for the same, the Cove Party Room and/or Cove Patio shall not be permitted for any religious or political usage.

2.1.4 Exceptions to Ongoing Use Limitations. Notwithstanding the limitations provided in Article 2.1.3, the Cove Party Room may be utilized for the ongoing purposes of monthly, or more frequent, District meetings or sub-association meetings, or use otherwise deemed necessary by the District manager for conducting business of the District(s).

2.2 Capacity of Cove. Town of Firestone fire codes mandate that legal capacity of the Cove be limited to 277 persons. No rentals of the facility shall be allowed for greater than 277 persons in attendance.

2.3 District Representatives. The District's Board of Directors may, in its discretion, condition rental of the Cove Party Room and/or Cove Patio upon the requirement that one or more District representatives be in attendance for the event for which the facility is rented. In all such cases, the persons renting the Cove Party Room and/or Cove Patio shall be responsible for any costs associated with attendance by the District representatives.

2.4 Rental Rates. The rental rates and Security Deposit for the Cove amenities available for rent will be established by the District from time to time in its sole discretion. The security deposit will be fully refundable in accordance with the terms set forth in the form of agreement for Cove reservations.

2.5 Categories of Cove Users. Usage shall not be denied to an applicant based on race, religion, creed, gender, or philosophy.

2.6 Fees. Fees shall be charged in accordance with the schedule provided on the Recreation Amenities Fee Schedule found in **Exhibit A-6**. The District also reserves the right to require a deposit (the “**Application Deposit**”) from the user prior to granting approval to use District facilities. The Application Deposit may be retained in whole or in part to pay for District costs for clean-up, repair or replacement of damaged property or equipment, or other District expenses directly resulting from applicant’s use of District facilities.

2.7 Application for Permit. A completed Rental Request Form (**Exhibit A-5**), Cove Rental Agreement (**Exhibit E-3**), completed Applicant Waiver of Liability and Release Form, Deposit, Usage Fee, and the full Security Fee (if applicable) must be submitted to the District to constitute a complete Application for a permit to use the Cove. The blank Applicant Waiver of Liability and Release Form is attached hereto as **Exhibit E-2**. The complete application, including the Deposit, Usage Fee, and the full Security Fee (if applicable) must be received by the District at least thirty (30) days prior to the reservation date.

2.8 Additional Conditions of Use. The following policies and procedures will apply to the application for a permit to use the Cove:

2.8.1 The resident making the reservation (the “**Renting Resident**”) must be present at the event at all times. The Renting Resident’s account must be current and in good standing with the District.

2.8.2 All reservations will be subject to time limitations and use limitations. Rental hours are between 6:00 a.m. and 10:00 p.m. All attendees 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.

2.8.3 Permits for organized use will only be issued to the Renting Resident. The Renting Resident must be 18 years of age or older. Permits may only be used by the party to whom they are issued. Permits are non-transferable.

2.8.4 Permits must be available to present for inspection during all use times.

2.8.5 The District reserves the right to cancel an event if it is deemed that the conditions are poor or the activity will cause damage. In the event that an activity is cancelled prior to commencing, the security deposit and Cove use fee will be reimbursed.

2.8.6 All refuse must be collected and placed in trash receptacles before the event ends.

2.8.7 Reservations and permit may limit use to a particular area of the Cove.

2.8.8 The activity may not unreasonably interfere with or detract from the general public’s enjoyment of surrounding areas.

2.8.9 The proposed activity may not incite violence, crime, or disorderly conduct.

2.8.10 Reservations must be cancelled 14 days prior to the date of the event to receive a full refund of the use fee and deposit.

2.9 Alcoholic Beverages. Alcoholic beverages may be served as long as the Renting Resident abides by the following conditions: **(IF ALCOHOL IS TO BE PRESENT, THE RENTING RESIDENT IS REQUIRED TO HAVE OFF-DUTY POLICE OFFICER(S) OR SECURITY.)**

2.9.1 No fee will be charged, either directly or indirectly (i.e. no cash bar) for the consumption of alcoholic beverages.

2.9.2 No alcoholic beverages, including 3.2% beer, will be served, at any time, to any person who is under 21 years old or to any intoxicated person.

2.9.3 It is acknowledged that the District does not hold or maintain a liquor license, and permission to serve alcoholic beverages does not constitute a liquor license. The Renting Resident shall be solely responsible for compliance with the liquor laws of the State of Colorado. No alcoholic beverages will be served or consumed outside of the Cove.

2.9.4 If any persons under the age of 21 attending the event, whether invited or uninvited, bring alcoholic beverages onto the Cove premises, the Renting Resident shall take action to have such beverages removed from the premises. If necessary, the Renting Resident will call the police to seek assistance with the enforcement of this policy. At any event in which the majority of the attendees are under 21 years old, the Renting Resident will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old.

2.9.5 If any adult (persons 21 years old or older) attending the event, whether invited or uninvited, is abusing or misusing alcohol on the Cove premises, the Renting Resident will take action to have such activities stopped, and if necessary, notify the police to seek assistance.

2.9.6 The Renting Resident agrees to arrange alternate transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. The Renting Resident agrees that they are solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at their event.

2.9.7 The Renting Resident shall indemnify and hold harmless the District for any claims, actions, or suits brought by third-parties against the District for any damages caused as a result of Renting Resident's failure to comply with the provisions of this Agreement.

2.9.8 **Security personnel are required for all rentals during which alcohol will be present.** No exceptions will be granted. If security personnel are required, the Renting Resident will be responsible for all costs related thereto. Security personnel must be approved by District staff. *In the event this provision is violated by the Renting Resident, the Renting Resident shall automatically be assessed a minimum of \$250 penalty and shall be suspended from all Cove rental privileges for twelve (12) months.*

2.10 COVE FITNESS AREA

2.10.1 No Outside Coaches, Trainers or Instructors. No outside coaches, trainers or instructors are permitted within the Cove Fitness Area. Any coach, trainer or instructor shall be provided by the District's Director of Recreation or District Manager.

2.10.2 Children. Users between the ages of 16 and 17 may use the equipment in the Cove Fitness Area with a completed Minor Release Form. It is recommended that Users between 16-17 satisfactorily complete a training session by Cove Fitness Area staff. Users under the age of 16 may access the Cove Fitness Area if accompanied by a parent, legal guardian or other adult over the age of 18, as listed on the Property Owner/Resident Form, but may not utilize any of the equipment.

2.10.3 General Cove Fitness Area Rules and Regulations.

- (a) Must wear appropriate athletic apparel while using any equipment.
- (b) Must re-stack and return all weights and other equipment to the appropriate location.
- (c) Must wear closed-toe athletic shoes with non-marking soles.
- (d) Must wipe down all equipment after any use, with disinfectant wipes which are provided by District.
- (e) No food is allowed within the fitness room and studio. Water or other appropriate beverages are permitted within closed, non-breakable containers.
- (f) Be respectful of using equipment during peak times. Consecutive use of cardio equipment during peak times shall be limited to 30 minutes.
- (g) No modifications or adaptations to the equipment, other than its intended use.

2.10.4 Additional Posted Rules and Regulations. Additional rules and regulations may be posted by the District in its sole discretion.

2.10.5 Guests of Users. Guests of Users shall not be permitted to access the Cove Fitness Area.

EXHIBIT E-1
Minor Release Form

**ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1
MINOR RELEASE FORM**

I, _____ (Name of Parent or Legal Guardian) hereby affirm that I am the parent or legal guardian of the following minors between the ages of 12 and 17: **(Please note each child under 18 years of age will need to pass a swim test before he/she will be allowed to swim unaccompanied.**

Name (Please Print)	Age	Birthdate
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

As the parent or legal guardian of the above listed minor(s) aged 16 or 17, I hereby authorize the use of the St. Vrain Lakes Metropolitan District No. 1 (the "District") fitness equipment and Cove Fitness Area without my presence or the presence of another parent or legal guardian. Minors ages 16 – 17, as listed above, are allowed to work-out in the Cove Fitness Areas if they abide by The Cove Fitness Area Policies and Procedures. Misconduct or misuse of equipment will not be tolerated.

As the parent or legal guardian of the above-listed minor(s), I hereby authorize their use of the District Swimming Pool without my presence and without the presence of another parent or legal guardian.

I further authorize/do not authorize minor(s) over the age of 16 to supervise, chaperone, and monitor above said minors in the pool area, without my presence and without the presence of another parent or legal guardian (check yes or no):

Yes No Name(s) of minor(s) authorized to supervise: _____

In making such authorizations, I acknowledge and agree that any activities engaged in at the Swimming Pool by said minor will be wholly unsupervised by a lifeguard or other attendant and shall be at the minor's sole and unilateral risk. The District shall not be liable for any injuries or damages caused or incurred by said minor, or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin and the negligence of the District's agents, servants, assigns, or employees, or otherwise.

It is agreed and understood that a minor's unsupervised use of the above-indicated use of the Swimming Pool and/or Cove Fitness Area may be revoked at any time by the District Manager or District Recreation Manager in the event that said minor disregards or otherwise violates any District rules, regulations, or policies, or otherwise engages in conduct inappropriate for use of the Swimming Pool or Cove Fitness Area.

By: _____ (Signature of Parent of Legal Guardian)

Print Name: _____

Property Address: _____

EXHIBIT E-2

Applicant Waiver of Liability and Release Form

Applicant Waiver of Liability and Release Form

IN CONSIDERATION of being permitted to enter onto a recreational amenity located on property owned or maintained by the St. Vrain Lakes Metropolitan District No. 1 (the "District") including, but not limited to the swimming pool facility (each a "Facility" and together the "Facilities") for purpose as further defined by the Pool Party Permit Application (the "Permit") to which this Waiver of Liability and Release Form is attached, you hereby agree as follows:

1. You are authorized to make this application on behalf of the party, group, or organization you represent (the "Group").
2. It is possible that you, members of the Group, your guest(s), invitee(s), licensee(s), and/or attendee(s) (your "attendees") may be injured while participating in recreational activities at the Facilities, as described in the Permit (the "Activities"), either because of your or your attendees' conduct, conduct of others, the District's conduct, or the condition of the Facilities. You expressly acknowledge and agree that the Activities at the Facility are dangerous and involve risk of serious injury, death and/or property damage. Such loss and injury may include bodily injury, permanent disability or death, damage to personal property (including vehicles) and severe social and economic losses. By signing below, you certify that you understand that these are some, but not all of the risks. There may be other risks and dangers, a complete listing of which is not possible and cannot be anticipated, and you shall assume all such risks and dangers, whether or not described here, known or unknown.
3. Upon entering the Facility, as described in the Permit, you will continuously thereafter inspect the Facility, and your continued use of the Facility shall constitute an acknowledgment that you have inspected the Facility and find and accept it as being safe and reasonably suited for the purposes of use. You further agree and warrant that, if at any time the Facility is deemed unsafe, you will notify District officials and terminate use of the Facility.
4. You, on behalf of yourself and the Group, HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE DISTRICT, its officers, officials, employees, agents, consultants and representatives for any and all claims, demands or causes of action whatsoever arising out of any claim, liability, damage, loss or injury (including death) incurred on or to you or your attendees as a direct or indirect result of your or the Group's use of the Facility for any purpose.
5. You, on behalf of yourself and the Group, AGREE TO RELEASE, FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND THE DISTRICT and its officers, directors, agents, employees, contractors, and subcontractors from all liability, damage or cost, including reasonable attorneys' fees, which may have accrued due to the use, activities or presence of the Group, including liability for any of your attendees and any claim asserted by you, your family, your attendees, the Group or its employees, or third-parties in conjunction with or arising in any way out of the use, operation or maintenance of the Facility.
6. You, on behalf of yourself and the Group, ASSUME FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE caused by the Group. You accept full responsibility for all attendees, agree to supervise your attendees and be financially responsible for any damage caused by you or your attendees, without limitation. You further acknowledge that you are legally responsible for your actions, the Group's actions and your attendees' actions, including, but not limited to, damage to private or public property and/or personal injury.
7. IN THE EVENT THAT YOU SERVE OR SUPPLY INTOXICATING BEVERAGES BY WHATEVER MEANS AT THE FACILITY, YOU SPECIFICALLY ACKNOWLEDGE THAT THE TERMS OF THIS WAIVER OF LIABILITY AND RELEASE FORM WILL APPLY THERETO IN EVERY RESPECT. YOU HAVE ACKNOWLEDGED AND AGREED THAT YOU WILL BEAR COMPLETE RESPONSIBILITY, IN ACCORDANCE WITH THE TERMS OF THIS WAIVER OF LIABILITY AND RELEASE FORM, FOR SUCH INJURIES OR DAMAGES TO PERSON OR PROPERTY WHICH MAY RESULT AND WILL INDEMNIFY THE DISTRICT FOR ANY AND ALL LIABILITY INCURRED AS A RESULT OF SERVING OR SUPPLYING INTOXICATING BEVERAGES ON DISTRICT PROPERTY.
8. You expressly agree that the foregoing release, and indemnifying agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado, and further, that if any part thereof is held invalid, the remainder of this agreement shall continue in legal force and effect.

You agree that you have sufficient information regarding use of the Facility to assess the potential degree of risk involved and the extent of possible injury, understand the Activities and potential risks, have carefully read and fully understand the effect of relinquishing the rights that you hereby waive, and voluntarily sign this Waiver of Liability and Release Form.

Applicant Name	Signature of Applicant	Date
Applicant Address	City, State, Zip Code	Telephone number

EXHIBIT E-3

The Cove Room Rental Agreement

THE COVE ROOM RENTAL AGREEMENT

ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1

The Cove Rental Agreement (this “**Agreement**”) is made this ____ day of _____, 20__, by and between ST. VRAIN METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and _____ (the “**User**”), an individual residing in the County of Adams, State of Colorado, at:

Address: _____

City, State, Zip: _____

Phone: _____

RECITALS

WHEREAS, the District is the owner and/or operator of a community center (the “**Cove**”) serving the residents of the District, in Weld County, Colorado, which is subject to the Policies and Procedures Governing the Barefoot Lakes Recreation Amenities, adopted _____, 2019, and as subsequently amended (the “**Policies and Procedures**”); and

WHEREAS, the User desires to reserve the Cove Party Room / Patio (the “**Room**”) and use the same for a private event (the “**Event**”) for _____ people, to be held by the User from _____ a.m./p.m. to _____ a.m./p.m. on the ____ day(s) of _____, 20__ (the “**Rental Period**”); this time frame will include set-up and take-down of Event; and

WHEREAS, the User desires to use the Patio adjoining the Cove (the “**Cove Patio**”) during the Event in the following ways: _____

_____; and

WHEREAS, the User is in good standing with the District and is not currently overdue on any taxes, rates, fees, tolls, or other charges owing and due to the District; and

WHEREAS, the District desires to allow the User to reserve the Cove for the Rental Period, for purposes of staging the Event, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises expressed herein, the receipt and sufficiency of which are hereby acknowledged, the District and the User hereby agree as follows:

COVENANTS AND AGREEMENTS

1. Availability. District-sponsored programs and activities have priority of use of District facilities; therefore consecutive nightly, weekly or monthly usage may not be available. The User represents that the event is a private function, by invitation only, and is not open to members of the general public. It is also acknowledged that the User's right to use the Cove for this event is subject to: (a.) The District's Rules and Regulations, (b.) being in good standing with the District at the time this Agreement is signed, and at the time of the event, and (c.) prior reservations. The User must be at least 18 years of age to reserve a facility or 21 years of age if alcohol will be present.

2. Eligibility. Only persons who are permitted to use the Recreation Amenities under the Policies and Procedures, are current on any fees or assessments owing under the Policies and Procedures, and in compliance with all requirements set forth in the Policies and Procedures ("**Permittees**") are eligible to execute this Agreement. Execution of this Agreement by a person other than a Permittee shall be of no force or effect.

3. Reservations. Reservations will not be considered final until approval is granted and the complete Rental Request Form, completed Agreement, completed Applicant Waiver of Liability and Release Form, and appropriate fee(s) and deposit(s) have been received. Rentals are approved on a first come first served basis. It is not guaranteed that a requested date will be available.

4. Security. Security personnel is required for all rentals if alcohol will be present. If security personnel is required, the District will obtain a contract for the services with a security provider, and User will be responsible for all costs related thereto.

5. Use of Cove. The User shall have exclusive use of the Room during the Rental Period, for the sole purpose of staging the Event as described in the Application for Facility Use. Such use shall be subject to the terms and conditions set forth herein. Only the Room is reserved under this Agreement. The other areas of the Cove are not reserved under this agreement, and may be used by District Residents on a first come first served basis. Use of the Cove Patio must be approved by the District's Board of Directors, including the use of any tents, bounce houses or other such amenities.

6. Fee. At the time of execution of this agreement, the User shall pay, by credit card, a rental fee to the District for use of the Room (the "**Rental Fee**"). A schedule to determine the Rental Fee is set forth on the Recreation Amenities Fee Schedule of The Policies and Procedures Governing the Barefoot Lakes Recreation Amenities (Exhibit A-6).

7. Set Up/Cleaning. All set up, take down, and clean-up is the responsibility of the User. Set up of any tents, bounce houses or other such amenities shall not utilize stakes or other tools driven into the ground and shall instead use sandbags, water-bags, or similar surface-only methods. Upon conclusion of the event, the Room and the Cove will be left in its pre-event condition, all decorations will be removed, and trash will be bagged,

removed from the facility, and placed in the trash receptacle in the parking lot. All equipment and furniture will be returned to their proper storage locations or removed, as applicable. Standard cleaning, including vacuuming, surface cleaning, mopping hard floors, and cleaning the kitchen, and refrigerator will be performed, as needed, by the User. The User will also be responsible for cleanup of the exterior grounds if needed.

8. Condition of Facilities. Prior to the start of the Event, User shall perform an inspection of the Cove and report any issues with the condition of the Cove on the Inspection Report Form, which shall constitute the “**Pre-Event Report**” and shall be attached hereto as **Exhibit 1** and incorporated herein. The User is responsible to report any existing damage of the facility to District staff before the event begins. Failure to report any and all damage or issues with the condition of the Cove in the Inspection Report, if any, shall be deemed full agreement and acceptance by the User of the condition of the Cove as of the Event and responsibility for all existing damage. The User agrees to complete the checklist given at the time of reservation. As soon as reasonable after the event, a District representative will perform an inspection of the Cove. The District shall be entitled to take such actions as required to restore the Cove to its condition immediately preceding the event, and the User shall be responsible for all costs and expenses incurred by the District related to such actions.

9. Damage/Security Deposit. At the time of execution of this agreement, the User shall deliver to the District a payment in the amount of five hundred dollars (\$500.00) if renting the Party Room or one hundred dollars (\$100.00) if renting the Kids Room, by credit card (the “**Deposit**”), to be held as security for the clean and orderly return of the Cove following the Event. Prior to the end of the Rental Period, User shall clean and perform an inspection of the Cove, and complete the Cleaning/Inspection Checklist. The User agrees that if, in the sole judgment of District staff, the District must incur costs to restore the Cove or any of the District’s facilities to its/their pre-event condition, the District shall be entitled to apply the full Deposit or any portion thereof against such costs. If the Deposit is insufficient to pay for the damages and/or clean up, the User agrees to pay for any and all additional costs. The User further agrees that the District may invoice the User for any charges in excess of the Deposit. The User agrees to pay any such invoice charges within thirty (30) days, and if any such invoice charges are not paid within thirty (30) days, interest shall accrue at a rate of eighteen percent (18%) per annum from the thirtieth day following the date of the invoice until paid. Such unpaid amounts shall become part of the fees and charges due and owing by the User to the District and shall constitute a perpetual statutory lien against the real property owned by the User (or the Owner as set forth on the signature page) pursuant to § 32-1-1001(1)(j), C.R.S. The selection of the contractor for any cleaning, repairing or replacement shall be within the sole discretion of the District. The District shall refund the Deposit, or any remaining amount thereof, within thirty (30) days from the first business day immediately following the event, to the User. If part of the Deposit is used, then as soon as is reasonably convenient after the Rental Period, the District shall issue a check and receipt to the User for such portion of the Deposit, if any, as remains after the District has taken any necessary actions in accordance with Sections 5-7 hereof.

10. Alcoholic Beverages. Alcoholic beverages may be served as long as the User abides by the following conditions: (IF ALCOHOL IS TO BE PRESENT, THE USER IS REQUIRED TO HAVE SECURITY ON SITE.) Security will be booked and secured by the User and must be selected from the list of approved vendors provided by the facility operator.

a. No fee will be charged, either directly or indirectly (i.e. no cash bar) for the consumption of alcoholic beverages.

b. No alcoholic beverages, including 3.2 beer, will be served, at any time, to any person who is under twenty-one (21) years old or to any intoxicated person.

c. It is acknowledged that the District does not hold or maintain a liquor license, and permission to serve alcoholic beverages does not constitute a liquor license. The User shall be solely responsible for compliance with the liquor laws of the State of Colorado. **No alcoholic beverages will be served or consumed outside of the Cove.**

d. If any persons under the age of twenty-one (21) years old attending the event, whether invited or uninvited, bring alcoholic beverages onto the Cove premises, the User shall take action to have such beverages removed from the premises. If necessary, the User will call the police to seek assistance with the enforcement of this policy. At any event in which the majority of the attendees are under twenty-one (21) years old, the User will assure that there is at least one adult chaperone present at all times for every ten (10) persons under twenty-one (21) years old.

e. If any adult (persons twenty-one (21) years old or older) attending the event, whether invited or uninvited, is abusing or misusing alcohol on the Cove premises, the User will take action to have such activities stopped, and if necessary, notify the police to seek assistance.

f. The User agrees to arrange alternate transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. The User agrees that they are solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at their event.

g. The User shall indemnify and hold harmless the District and its agents for any claims, actions, or suits brought by third-parties against the District and its agents for any damages caused as a result of User failure to comply with the provisions of this Agreement.

h. Security personnel are required for all rentals during which alcohol will be present. No exceptions will be granted. If security personnel are required, the undersigned will be responsible for all costs related thereto. Security personnel must be reserved by District staff. **In the event this provision is violated by the User, the User shall automatically be assessed a minimum of \$250 penalty and shall be suspended from all Cove rental privileges for twelve (12) months.**

11. Smoking. The User acknowledges that the Cove and Pool areas are NON-SMOKING facilities. No smoking is allowed anywhere within the Cove and the fenced

areas of the Pool, or within twenty-five (25) feet of the Cove, Pool or play area at any time. **The User agrees that violation of the non-smoking provision will be sufficient reason for assessment of an additional \$100.00 fine.**

12. Rules and Use Restrictions. The User agrees to use the Cove in accordance with the following rules. The express statement of any rule below shall in no way diminish the rights of the District or the duties of the User as set forth in the remainder of this Agreement.

a. The User is responsible for confirming that all Cove doors are secure and locked prior to leaving the Event, and for arranging for such cleanup and repairs as are necessary to restore the Cove to its condition immediately preceding the Event. The Cove area shall be locked and secured no later than the end of the Rental Period

b. No tape, staples, nails or screws are allowed to be fastened to any District facility at any time.

c. No helium balloons are permitted due to security alarm concerns.

d. Set up of any tents, bounce houses or other such amenities shall not utilize stakes or other tools driven into the ground and shall instead use sandbags, water-bags, or similar surface-only methods.

e. Children's parties must have parent/adult supervision. For the purposes of this Agreement, the term "children" applies to all persons under eighteen (18) years of age

f. Excessive noise or misconduct shall be grounds for immediate revocation of the right to use the facilities. All music must be kept at levels that do not disturb the reasonable peace and quiet of any citizen. All noise shall be confined within the building and doors will remain closed when music is playing.

g. No weapons or fireworks of any type are allowed in the Cove or the immediately surrounding area.

h. Upon sufficient cause and in the interest of the safety of the public, the District, its authorized representatives (including private security) and the Aurora Police department shall have authority to close the Cove to public and private activities.

i. Town of Firestone fire codes mandate the legal capacity of the Cove. Doors may not be blocked; a clear five-foot width pathway to insure safe exit must be maintained. Throwing of rice, birdseed or confetti is not permitted. Special permission may be granted on a case-by-case basis.

j. The User agrees to comply with all state and local laws, ordinances, and regulations, including, but not limited to, those governing the serving and/or consumption of alcohol, parking, open container, noise, disorderly conduct, or loitering. The Deposit may be forfeited as the result of violating these provisions.

13. Parking. The User acknowledges that parking is available only on a first come, first served basis. Function guests may not park in area designated as no parking areas. Cars parked in inappropriate areas must be moved upon request or will be towed at the owner's expense.

14. Vendors and Suppliers. All Users will furnish their own equipment and material unless specifically designated on the application. Subject to prior agreement being made with District staff, the User agrees that entertainment companies, caterers, florists, photographers and all other third parties providing services for the event, will coordinate their arrival and departure times to coincide with the base use period. **If the facility is not left vacant after the completion of the rental, it is understood that the actual costs of teardown will be assessed, and the User will be responsible for all cleaning, storage, and rental fees during the time premises are not vacant**

15. Loss. The District is not responsible for lost or stolen articles.

16. Exceptions. Any exceptions to the provisions set forth in this Agreement will be considered by the District on an "as requested" basis and such requests shall be submitted in writing.

17. Breach of Agreement/Fines. The User agrees that violation of any of the above provisions or the District's Rules and Regulations may result in fines of up to \$250.00 per violation, forfeiture of the Deposit, and additional fees/fines, being billed to the User, at the discretion of the Board or District staff. Further, any such violation may preclude the User from using District facilities in the future, in the discretion of the Board or District staff. The District shall have all rights available under law and the District's governing documents for enforcement of the provisions of this paragraph.

18. Penalty for Exceeding Rental Period. The User shall have use of the Cove for the time period not to exceed the Rental Period (on first page) for the sole purpose of staging the Event, and such use shall be exclusive of all other User or guests thereof, during said period.

FAILURE OF THE USER TO COMPLY WITH THE TERMS OF THIS ARTICLE 8 SHALL RESULT IN A PENALTY OF THREE HUNDRED DOLLARS (\$300.00) (the "Penalty").

Notwithstanding any term or provision set forth herein, in no circumstance shall the Event extend beyond the earlier of the end of the Rental Period, or the hour of 12:00 a.m. on the day immediately following the start of the Rental Period. The User shall ensure that the Event is over

and all Event attendees have left the Cove area prior to the earlier of the end of the Rental Period, or the hour of 12:00 a.m. on the day immediately following the start of the Rental Period. The District may collect the Penalty by any legally available means, including but not limited to deducting the amount of the Penalty from the Deposit. The Penalty shall become due on the day of the Event and the User agrees to pay the Penalty within thirty (30) days of the day of the Event. If the Penalty or any portion thereof is not paid within thirty (30) days of the day of the Event, interest shall accrue at a rate of eighteen percent (18%) per annum from the thirtieth day following the date of the Event and all such amounts shall be added thereto. Such unpaid amounts shall become part of the charges due by the User to the District and shall constitute a lien against the real property of the User existing within the boundaries of the District.

19. Disorderly or Offensive Conduct. During the course of the Event, the District and its authorized representatives may request the User or guest(s) of the User to cease conduct that:

- a. Violates any of the terms or conditions contained herein; or
- b. Interferes with, or is abusive, toward any employee in the normal operation of the Cove; or
- c. Interferes with the use or enjoyment of the facilities by the User, guest of the User, or Permittee, or is abusive to any such person; or
- d. Is abusive or damaging toward the Cove or any other District facility.

In the event that the offending party fails to cease such conduct after being requested and warned to do so, the District, acting by or through its Manager or other authorized agent, is authorized to use all reasonable means deemed necessary to stop such conduct. This includes, but is not limited to, having the offender removed from the Cove and barred from further privileges to use the Cove during the course of the Event, without the necessity of any action of the District's Boards of Directors. All such removals shall be reported to the District Manager. In the event that the offending party is the User, the District, acting by or through its Manager or other authorized agent, shall be authorized to take all reasonable actions necessary, including but not limited to removal of the User and all the guests from the Cove, and termination of the Event, without regard to how much time remains in the Rental Period. In such a circumstance, the User shall forfeit the entirety of the Deposit.

20. Termination.

- a. Termination by the District. More than twenty-one (21) days prior to the day of the Event, the District may terminate this Agreement for any reason by written notice to the User. The District may terminate this Agreement within twenty-one (21) days prior to the day of the Event by written notice to the User if the District, in its sole reasonable discretion, determines that use of the Cove for the Event will adversely affect the public health, safety or welfare. Upon

termination of this agreement in accordance with the terms of this Section 6.a., the District shall refund the full Deposit and the full Rental Fee to the User.

b. Termination by the User. More than fourteen (14) days prior to the Rental Period, the User may terminate this Agreement for any reason by written notice to the District and upon such termination shall be entitled to a full refund of the Deposit and the Rental Fee. Within fourteen (14) days of the day of the Event, the User may terminate this Agreement by written notice to the District. Upon termination by the User within fourteen (14) days of the day of the Event, the User shall be entitled to no refund of the Rental Fee, but shall be entitled to a full refund of the Deposit. Upon forfeiture of the Rental Fee, the User shall thereafter be obligated for no additional expenses related to the Cove under this Agreement.

c. If any payment tendered by User under this Agreement is returned and or otherwise refused by any financial institution, all associated charges incurred by the District shall be billed to Users account, and such amounts shall become part of the charges due by the User to the District and shall constitute a lien against real property of the User existing within the boundaries of the District.

21. Indemnification.

a. The District shall not be liable for any claims or demands of any kind arising out of the User's use or occupancy of the Cove and/or use of the Event Lawn, or for any claims or demands of any kind resulting from loss of life, personal injury and/or damages to property incurred or sustained by the User or any of the User's guests, invitees, licensees, employees, agents or contractors and arising directly or indirectly, proximately or remotely from or out of the User's use of the Cove and/or Event Lawn for the purpose of conducting the Event during the Rental Period.

b. The User has agreed and by these presents does agree to indemnify and forever hold the District, its officers, employees, successors and assigns harmless from any and all claims, liability, actions, charges or expenses (including attorney's fees) in connection with the loss of life, personal injury, and/or damage to property arising or alleged to arise directly or indirectly from or out of the occurrence of any event upon or within the Cove and/or Event Lawn or while the User, or User's guests, invitees, employees, agents and/or contractors are in route to or from the Cove, before, during and after the Event, and the User, on behalf of himself and all heirs and assigns, has released and does hereby release the District, its employees, officers, successors and assigns from and against any and all such claims, actions and damages arising directly or indirectly out of the use of the Cove and/or Event Lawn by the User for the Event.

c. The User has agreed and by these presents does agree to indemnify and forever hold the District, its officers, employees, successors and assigns harmless from any and all claims, liability, actions, charges or expenses (including attorney's fees) in connection with the consumption or serving of alcoholic beverages at or near the Cove during and after the Event.

d. The User has agreed and by these presents does agree to indemnify and forever hold the District, its officers, employees, successors and assigns harmless from any and all claims, liability, actions, charges or expenses (including attorney's fees) in connection with the District's exercise of its right of termination in accordance with Section 6.a hereof, including but not limited to, damages suffered or expenses incurred by the User in expectation of or reliance on the reservation of the Cove and/or Event Lawn in accordance with the terms set forth herein.

21. Severability. In case any provision contained in this Agreement is, for any reason, held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if the invalid, illegal or unenforceable provisions had never been contained herein.

22. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part I of the Colorado Revised Statutes.

23. Counterpart Execution. This Addendum may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document and upon receipt shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

24. Miscellaneous. This agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments.

a. The User and all of the Users guests shall refrain from behavior that impairs the use and enjoyment of the Cove and/or Event Lawn by any User.

b. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

c. As used herein, the singular shall include the plural and the plural shall include the singular, and the use of any gender shall include all genders.

User has read and fully understands and has voluntarily signed this Agreement. User understands that this is a legal document and has had the opportunity to consult legal counsel or by signing below waives the right to do so. User shall be considered the legally responsible party for compliance with all rules and regulations of the District. Failure to fully comply with the terms and conditions of this Agreement and all rules and regulations of the District may result in the forfeiture of the Deposit and the User ability to rent facilities in the future.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1,
a quasi-municipal corporation and political subdivision of the
State of Colorado

DocuSigned by:
By: Chris Bremner
A2823EBCBCF0466...

Its: President

USER

Name: Chris Bremner

DocuSigned by:
Signature: Chris Bremner
A2823EBCBCF0466...

Address: 6465 South Greenwood Plaza Blvd.

City/State/Zip: Centennial, CO 80111

Email Address: christopher.bremner@brookfieldpropertiesdevelopment.com

EXHIBIT 1

Pre-Event Report

NAME:	PHONE:
ADDRESS:	EVENT DATE:
EMAIL:	EVENT TIME:

Please complete this checklist, sign, date, and return to the Management Company five (5) days prior to the date of your reservation.

Cleaning/Inspection Checklist

Please initial that the items below were inspected and confirmed:

_____ All furniture accounted for and in its original location

_____ All tables and chairs are clean

_____ Kitchen sink and countertops clean

_____ Refrigerator empty and clean

_____ Floors free of trash and swept (if necessary)

_____ Floors free of scratches

_____ Clean and empty trash bags in receptacles

_____ All trash off premises

_____ Temperature set at 72 degrees

By signing this, you confirm that you personally inspected and secured the building after your inspection.

Thank you, Management

Name of renter

Date of rental

Time of rental

EXHIBIT 2

Post-Event Report

NAME:	PHONE:
ADDRESS:	EVENT DATE:
EMAIL:	EVENT TIME:

Please complete this check list, sign & date and return to the management office within 5 days from the date of your reservation. If we do not receive this form within the 5 days the User's account will be billed a \$50.00 inspection fee.

Cleaning / Inspection Checklist

- Replace all furniture to its original location.
- Replace all tables and chairs (do not drag – they will scratch the floor and you will be billed to have scratches removed)
- Clean kitchen sink and & countertops with cleaner (supplied)
- Take all your items out of refrigerator
- Clean refrigerator inside with cleaner (windex)
- Clean all food/drink spills from furniture (use water)
- Sweep all floors (broom supplied)
- Take all garbage to the dumpster
- Replace trash bags in all receptacles (supplied)
- Vacuum rug & spot clean as needed (vacuum supplied)
- Make sure all doors are locked and secure.

By signing this you confirm that you personally inspected and secured the building following your reservation. We appreciate you taking the time to make sure that all homeowners can enjoy the Cove in a clean condition. Thank you, Management

Name of renter
Date of rental
Time of rental