

RESERVATION FOR USE OF BOULDER COUNTY PARKS AND OPEN SPACE SHELTERS

5201 St. Vrain Road
Longmont, CO 80503

Reservations and Questions: Sukey Williams at (303) 678-6222
Immediate & Emergency Issues: (303) 441-4444

This Reservation Agreement, hereinafter referred to as the "Reservation," is made and entered into, by, and between «ContactFName» «ContactLName», «Address», «City», «State» «Zip» «Phone» hereinafter referred to as "Tenant" and Boulder County, a body corporate and politic, hereinafter referred to as the "County," for use of the picnic area located at «Location».

1. The Tenant shall have the right to occupy and use the picnic area for the following purposes and at the times specified, and no other, and this tenancy shall not be assigned or sublet without the permission of the County.

Boulder County does not offer alcohol permits. Possession and consumption of alcoholic beverages is permitted within any County Parks and Open Space areas. It is unlawful for any person to carry or possess any glass bottle or other glass container.

We strongly encourage you to support our Zero Waste policy by purchasing compostable products for your event. Reservationists must take all of their trash, compost, and recycling with them. Trash and recycling cans are for passive use individuals, not special event users. A Ranger will check the site for compliance.

Purpose: «Purpose»

Date: «EventDate»

Event Start Time: «EventStartTime»

Event End Time: «EventEndTime»

Number of people expected: «People»

Maximum number of persons permitted: **50**

To retain reservation, sign this contract by: «Due».

Please take one copy of this Reservation to your event as proof of your reservation.

If you need Ranger assistance, please call the Boulder County Sheriff at 303-441-4444.

2. The fee for use of this facility is **\$35.00**. Thank you for your credit card payment. This reservation fee is non-refundable. However, the reservation fee may be applied to a rescheduled date if all of the following conditions are met:
 - The original reservation is rescheduled more than thirty (30) days in advance of the event date.
 - Cancellation of the original reservation is done simultaneously with scheduling the new date.
 - The rescheduled date must fall within the same calendar year as the original event date.
3. Tenant may be charged additional fees including, but not limited to, any damage to the premises caused by Tenant or Tenant's invitees and guests, hourly charges for equipment, and/or additional clean-up labor. Any charges for damages will be billed within five (5) business days after the scheduled event ends, and payment to the county must be received within 30 days of receipt.
4. The Tenant agrees not to erect any sort of tent on the open space land and to maintain the grounds and leave them clean at the close of the event. Tenant is responsible for removing all trash created by Tenant or Tenant's invitees and guests, regardless as to whether trash receptacles have room for Tenant's trash. If Tenant notices damage to the leased premises or excessive trash upon arrival at the facility, please call 303-678-6222 to report the problem to the Parks and Open Space Reservation Coordinator.
5. The Tenant agrees to comply with the Rules and Regulations for Boulder County Parks and Open Space Areas, as amended ("Rules and Regulations"), and to ensure that all of Tenant's guests and invitees comply with the Rules and Regulations, a copy of which is attached hereto. Any violation of Rules and Regulations may result in the immediate termination of this Reservation, in which case, the county, in its sole discretion, may require Tenant to immediately leave the Leased premises. The Tenant could also be fined up to \$300.00 for any violation(s) of Rules and Regulations.
6. The Tenant further agrees that the County, its elected and appointed officials, and its employees, agents and representatives shall not be responsible or liable for any injury, damage, loss or expense incurred by Tenant, its employees, its agents, or by members of the public, whether participants or onlookers, incurred while participating, viewing, or operating the facilities according to this Reservation.
7. Indemnity: Tenant shall be liable and responsible for any and all damages to persons or property caused by, or arising out of, the actions obligations, or omission, of the Tenant's guests, invitees, employees, agents, representatives, or other persons acting under the Tenant's direction or control in the use of the property under this Reservation. The Tenant will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (hereinafter referred to as the "indemnified parties"), from any and all liability, claims, demands, actions, damage, losses, judgments, cost or expenses, including, but not limited to, attorney's fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Tenant, its employees, agents, guests, invitees or representatives, or other persons acting under the Tenant's invitation, direction or control hereunder. Nothing in this indemnification agreement shall be construed, in any way, to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, CRS 24-10-101, et seq., as amended.

8. Tenant agrees that, at no time, shall a pit fire be built.
9. There is to be no alteration of the existing site, which includes, but is not limited to, mowing or cutting vegetation, digging or removing of soil, rocks, trees, wild flowers, etc., from the site or any other activities which would disturb the surrounding area.
10. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Reservation. Any litigation, which may arise between the parties involving the interpretation or enforcement of the terms of this Reservation, shall be initiated and pursued by the parties in the District Court in and for Boulder County, State of Colorado, and the applicable state appellate courts.
11. Breach: No waiver of any breach of this Reservation shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Reservation shall be taken and construed as cumulative; this is in addition to every other remedy provided therein or by law.
12. Termination of Prior Agreements: This Reservation cancels and terminates, as of its effective date, all prior agreements between the parties hereto covering the services covered hereby, whether written or oral, or partly written and partly oral.
13. Severability: Any provision of the Reservation, which may be rendered null and void, shall not invalidate the remainder of this Reservation to the extent the Reservation is capable of execution.
14. Third Party Beneficiary: The enforcement of the terms and conditions of this Reservation and all rights of action relating to such enforcement shall be strictly reserved to the County and the Tenant, and nothing contained in this Reservation shall give or allow any claim or right of action, whatsoever, by any other or third person. It is the express intent of the parties to this Reservation that any person receiving services or benefits under this Reservation shall be deemed an incidental beneficiary only.
15. To those tenants reserving the Beech Open Space Shelter, the parking lot spaces are for the exclusive use of the reserving party. In the event of any conflicts, please call the Sheriff's Dispatch at (303) 441-4444. Additionally, please be aware there is an access limit on the open space, which is available for public use. The limit is a 50-yard perimeter from the picnic shelter.

I understand that if there is a fire ban in effect at the time of this function, I will refrain from using barbecue grills or any other type of fire receptacle. Note: A fire ban prohibits all fires.

I hereby represent that I have carefully read and understand the contents of this Reservation and that I have authority to sign the same on behalf of Tenant.

Take a copy of your Reservation with you to your event.

TENANT

By:

BOULDER COUNTY

By:

Resource Management Division Manager
or Other Manager
Parks and Open Space Department

Fee Information (County Use Only)

Posted Contract to Admin folder: Yes

Parks Usage Fee: \$ 35.00 Payment:

PayPal Payment ID: