

POWHATON COMMUNITY AUTHORITY PARK RESERVATION AND PERMIT POLICY

Permit Requirements:

The Powhatan Community Authority (the "Authority") pavilions and turf fields are available for the general, informal use of the general public provided they have not been previously reserved. Authorized reservations shall only be granted with an approved permit subject to the guidelines of this policy. Additionally, any organized activity within the parks consisting of fifty (50) or more persons shall also require a permit, regardless of an intent for reservation. Commercial use of the parks is prohibited without the prior written approval of the Authority.

Permits will only be issued to applicants eighteen (18) years of age or older.

Payment and Deposit Requirements:

Reservations are based on a first-come, first-served basis. Sports field reservations for the calendar year will be made available to organizations with at least one (1) team coach who is a resident of the Authority beginning January 1st of each year, and then open to organizations coached by non-residents beginning March 1st. Proof of residency will be required.

The fees and charges as shown on the rental application must be paid prior to your reservation being confirmed. The deposit check, less any amounts retained for cleaning or damage, will be returned to you within four (4) weeks following your rental.

All fees and deposits must be received by the Authority at least seven (7) days prior to the reservation.

Refunds will only be granted if the Authority is notified of the cancellation no less than seven (7) days prior to the reservation date. Refunds are subject to a \$5 processing fee and require up to four (4) weeks to be processed.

If the Deposit is insufficient to pay for any damages and/or clean up, the applicant agrees to pay for any and all additional costs. The applicant further agrees that the Authority may invoice the applicant for any charges in excess of the deposit. The Applicant 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.

General Conditions:

1. Rental includes only those facilities or areas as indicated on the application and permit.
2. The applicant is responsible for the use of the facilities and those attending.
3. Motorized vehicles are prohibited on the fields and turf areas (this includes vehicles for purposes of unloading or loading equipment) unless a prior written approval of the Authority is granted.
4. The Authority may post signs notifying users of restrictions or other rules and regulations and the applicant agrees to abide by and comply with any such postings.
5. No commercial concessions may be operated, nor charge or donation requested of the public on the premises.
6. Upon completion of the event, the area shall be restored to a litter free condition. The applicant agrees to be responsible for costs incurred by the Authority for repairs or cleanup by the Authority.
7. Tents, booths, stands, awnings, canopies, or other structures are prohibited without the prior written approval of the Authority.
8. Destruction, damage, or removal of any vegetation or defacement of property is prohibited. The applicant agrees to be responsible for all such damage.

9. Disorderly conduct and / or abusive language are prohibited and shall be cause for revocation of the right to use the premises. The activity may not unreasonably interfere with or detract from the general public's enjoyment of surrounding areas.
10. Any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the prior written approval of the Authority.
11. All users shall comply with all State and local laws and ordinances concerning the use and consumption of alcoholic beverages. No alcoholic beverages shall be sold on the premises.
12. Authority parks and facilities are patrolled by local law enforcement agencies. Use of the facilities is subject to all applicable state and local laws and regulations.
13. All reservations will be subject to time limitations and use limitations, and may be subject to other conditions or restrictions, as set forth in the application. Users 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.
14. Due to concerns about the turf conditions, the Powhaton Community Authority reserves the right to cancel an event if it is deemed that the turf conditions are poor or the activity will cause damage. It is the responsibility of the applicant to know the status of any given field to maintain safe and playable field conditions. The fields may not be used when any of the following conditions exist:
 - a. Water standing on the infields of multipurpose fields
 - b. 1/2 inch or more of moisture has fallen within the previous 24 hours, causing ground saturation
 - c. Snow covers the field (Snow removal by user groups will not be permitted.)
 - d. Where grass is sparse or field is worn badly and ground is saturated
 - e. Frost is visible on the turf
 - f. Turf can be displaced or dislodged from the ground
 - g. Mud cakes or clings to shoes
 - h. Steady rain is falling
 - i. Dirt (infields) areas are muddy
15. The Authority reserves the right to cancel any activity and disperse its participants, if any rules, policies, procedures, and park regulations are not complied with during any portion of the rental.
16. Applicant accepts full responsibility for all guests and agrees to be financially responsible for any damage caused by them, even if such costs exceed the amount of the Deposit. Applicant releases and agrees to fully indemnify and defend the Authority and its representatives from all liability resulting from Applicant's use of the Authority's facilities. Applicant agrees to save, indemnify, defend and hold harmless the Authority and its officers, directors, agents, employees, contractors and subcontractors against any and all damages, losses, liabilities, claims, costs and expenses, including reasonable attorneys' fees incurred by the Authority arising out of any claim asserted by the applicant, his or her family, guests, employees, invitees or third-parties in conjunction with or arising in any way out of the use, operation or maintenance of the facilities. Applicant hereby releases, waives, discharges and covenants not to sue the Authority, its officers, officials, representatives and assigns from all claims, demands and any and all manner of actions, causes of action, suits, damages, claims and demands whatsoever in law, or in equity, which the Applicant now has, or which its successors, executors or administrators hereafter can, shall or may have, for, upon or by reason of any manner, cause created by or existing out of the permitted use of the facilities by the applicant, or any person using the reserved facilities. Applicant expressly agrees that this reservation, release and indemnification 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 hereof is held invalid, the remainder of shall continue in legal force and effect.