

**THE GLEN METROPOLITAN DISTRICT NOS. 1-3
PARK RULES AND REGULATIONS
AND PARK RESERVATION AND PERMIT POLICY**

Park Rules and Regulations

The Glen Metropolitan District Nos. 1-3 shall be referred to herein collectively as the “Districts,” except when reference is to property owned by the Districts which shall collectively be referred to herein as “District property.” **Persons using District property are hereby advised that use of District property is at user’s own risk. Nothing within these Park Rules and Regulations and Park Reservation and Permit Policy 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, §§ 24-10-101, et seq., C.R.S.**

In accordance with these adopted Park Rules and Regulations (the “Rules and Regulations”), it shall be unlawful for any person to:

General Rules:

1. Enter, use, or occupy any public areas during the time such areas, or any portions thereof, are closed to entry, use, or occupancy, including seasonal closures, unless authorized by a written permit as provided herein or as approved in writing by the Districts.
2. Enter, use or occupy any District property between 11:00 p.m. and 6:00 a.m. unless authorized by a written permit as provided herein, or as approved in writing by the Districts.
3. Remove, destroy, vandalize, deface, or damage any building, structure, facility, sign, equipment, fences, gates or locks located on or regulating access to District property.
4. Construct, place, or maintain any kind of road, trail, structure, sign, fence, marker, enclosure, communication equipment or other improvement within or upon any District property without written approval from the Districts.
5. Deposit or leave any trash, litter, household or construction debris, or commercial garbage or trash, except by depositing such trash, litter or debris in receptacles specifically designed for such purpose.
6. Install landscaping improvements extending onto District property including, but not limited to, irrigation, landscape materials, shrub and tree planting, gardening, landscape related structures, and retaining walls.
7. Bicycle, skateboard or rollerblade on District property except on designated trails,

sidewalks and/or roadways.

8. Solicit, picket, protest or distribute literature without prior approval of the Districts, and the securing of any required permits.
9. Tamper with, remove, or vandalize any life safety equipment on District property (i.e. fire extinguishers, smoke detectors, fire alarms etc.).
10. Loiter on or within or to block ingress and/or egress to or from District property.
11. Amplify sound by any means, including but not limited to the use of loudspeakers, public address systems, radios and/or stereo systems, unless authorized by a written permit as provided herein, or as approved in writing by the Districts.
12. Wear apparel commonly recognized as gang-related.
13. Engage in any activity that unreasonably endangers the health, safety, and welfare of any person, animal, or property.
14. Engage in disorderly conduct within District property, including:
 - a. Addressing abusive language or threats to any person present which creates a clear and present danger of violence;
 - b. Fighting with another;
 - c. Making unreasonable noise; or
 - d. Any conduct defined as disorderly conduct pursuant to §18-9-106(1) C.R.S.
15. Build, start, or light any fire at any location, of any nature, except within properly approved and designated areas (i.e. park grills, etc.), or to leave any fire unattended, or to fail to comply with any fire bans.
16. Install any structure including, but not limited to, tents, booths, stands, awnings, tree houses, rope swings, inflatable amusements and canopies, except as may otherwise be approved by the Districts, with the exception that temporary awnings and/or umbrellas for shade are permitted as long as such temporary structures do not exceed 25 square feet, are not left unattended, and are removed when the visitor leaves.
17. Place or post signs of any type on District property unless authorized by a written permit as provided herein or as approved in writing by the Districts.
18. Stick or place any handbill, poster, placard, sticker or painted or printed matter upon any District property, including, but not limited to, any fence, power or light pole, telephone pole or other District structure.
19. Golf or hit golf balls onto or within any District property.
20. Camp within any District property.

21. Possess or use any glass bottle or container on District property.
22. Use any District property for any private enterprise or to sell or offer for sale any tangible or intangible goods or services on District property without prior approval by the Districts, and the securing of any required permits.
23. Hold any public meeting, gathering, or other scheduled event, public or private, which the sponsor reasonably anticipates will be attended by 10 or more persons without securing of the required permit as provided herein.
24. Interfere or attempt to interfere with any authorized law enforcement, security or personnel of the Districts, or to give false or misleading information with the intent to mislead said persons in the performance of their duties.
25. Use any area of designated open space other than marked trails and paths.

Drugs, Alcohol, Marijuana, Etc.:

1. Sell, possess or consume any illegal drugs or controlled substances prohibited under any section of the Colorado Revised Statutes on District property.
2. Sell, serve, dispense or consume any alcoholic beverage or possess an open container of any alcoholic beverage on District property, unless authorized by a written permit as provided herein, or as otherwise approved in writing by the Districts.
3. Sell or consume any tobacco product of any kind on District property.
4. Sell, possess, use or display marijuana and/or marijuana related products on District property.

Firearms, Weapons, Fireworks, Etc.:

1. Knowingly possess an unconcealed firearm of any description, or a concealed firearm of any description, unless authorized to do so pursuant to § 18-12-214, C.R.S., or any rifle, spring-gun, bow and arrow, crossbow, sling, paintball gun, air soft gun, blowgun or any other weapon potentially inimical to wildlife or dangerous to human safety, or any instrument that can be loaded with and fire blank cartridges, or any trapping device.
2. Discharge explosives or fireworks or operate or launch model rockets or other devices which use an explosive charge.
3. Use any model remote or radio controlled boat, aircraft, car, truck or other similar device on or within any District property

Vehicles:

1. Park any motor vehicles, trailers or campers except in designated parking lots.

2. Park any motor vehicles, trailers, or campers between the hours of 11:00 p.m. and 6:00 a.m. on any District property.
3. Park any semi or commercial trucks on or within any District property or parking lots within any District property without written approval of the Districts.
4. Operate any motorized vehicle on or within any District property, except on public roads or within public parking areas. Emergency, maintenance, and patrol vehicles are specifically excluded.

Plants, Animals, Etc.:

1. Allow domestic pets to roam on District property, except when restrained by a leash and under direct control of a person physically able to control the domestic pet.
 2. Allow domestic pets to harm, kill, chase, or otherwise harass any wild animal, bird, fish, reptile or amphibian within any District property.
 3. Leave any domestic pet unattended within any District property.
 4. Allow any domestic pet to enter any water feature, pond, fountain or the like on or within District property.
 5. Leave on any District property, except in designated trash receptacles, the fecal matter of any animal that one owns, possesses, or keeps.
 6. Relocate or release animals, fish, birds or insects onto any District property without prior written approval of the District
 7. Hunt, shoot, kill, injure, trap or maim any animal while on District property.
 8. Feed any wildlife on District property.
 9. Permit any livestock to graze, or remain to graze, on District property.
 10. Install landscaping improvements extending onto District property including, but not limited to, irrigation, landscape materials, shrub and tree planting, gardening, landscape related structures and retaining walls.
 11. Knowingly mar, mutilate, deface, disfigure, remove or injure beyond normal use any rocks, trees, shrubbery, flowers, wildflowers or other features of the natural environment.
- ** Be aware there may be the presence of potentially harmful wildlife in the area. Users of District property are cautioned to be alert and aware of their surroundings at all times.

Park Reservation and Permit Policy

Permit Requirements:

Parks, including the pavilions, gazebos, and turf fields thereon, owned by the Districts are available for the general, informal use of the general public provided they have not been previously reserved via a permit granted by the Districts as provided herein. Commercial use of any park is prohibited without prior written approval of the Districts.

A permit is required for any activity or event which is to be attended by a group of 10 or more participants. For activities or events with 50 or more attendees, the permit applicant will be required to provide certain insurance as provided herein. The Districts reserve the right to also require the permit applicant to obtain security and parking controls.

If a permit has been issued by the Districts for a scheduled activity or event, the permit holder has priority for the use of the area subject to the permit over other users. The Districts may, from time to time, hold or sponsor activities or events that are exempt from the requirement of obtaining a permit.

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

Payment and Deposit Requirements:

Permits for activities and events are based on a first-come first-served basis. Applications for permits will be reviewed in the order in which they are received.

Applications for permits for activities or events must be received by the Districts, along with the deposit and permit fee set forth below, at least 14 days prior to the date of the activity or event in order to be considered. Refunds of fees and/or deposits for cancelled activities or events will only be granted if the Districts are notified in writing of the cancellation no less than 14 days prior to the date of the activity or event. Refunds are subject to a \$5 processing fee and require 1-2 weeks to be processed.

The deposit check, less any amounts retained for cleaning or damage, will be returned to the permit holder within 1-2 weeks following the activity or event. If the deposit is insufficient to pay for any damages and/or clean up, the permit holder shall pay for any and all additional costs. The Districts may invoice the permit holder for any charges in excess of the deposit. The permit holder shall 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.

Fees and Deposit:

- \$ 250.00 Deposit - The deposit will be returned to the permit holder following the activity or event, provided that there are no damages or trash clean up charges, and provided that the permit holder has complied with the all of the conditions of the permit and the Districts' Park Rules and Regulations, as may be amended from

time to time, in relation to the activity or event. PLEASE NOTE: DEPOSIT CHECKS WILL BE CASHED AND THE FUNDS WILL BE HELD BY THE DISTRICT.

- \$ 25.00 _____ Permit Fee

The deposit and permit fee are due at least 14 days prior to the date of the activity or event. The deposit and permit fee are payable to The Glen Metropolitan District Nos. 1-3. Please make checks payable to The Glen Metropolitan District Nos. 1-3 and send to: The Glen Metropolitan District Nos. 1-3, 3 Widefield Boulevard, Colorado Springs, Colorado 80911.

Reservations will not be considered final until the appropriate fee and deposit have been received by the Districts at the above address, the Districts have approved the permit and the applicant has signed the permit, in such form as provided by the Districts.

Permit Conditions:

1. The use allowed pursuant to a permit includes only those facilities or areas as indicated on the application and permit.
2. Unless otherwise approved by the Districts and noted on the permit, the use of any facilities by permit is limited to the normal operating hours of the facility or area reserved.
3. The permit holder is responsible for the use of the facilities and the behavior of those attending. All attendees must follow any and all Park Rules and Regulations of the Districts during the activity or event.
4. The Districts may post signs notifying users of restrictions or other rules and regulations and the permit holder agrees to abide by and comply with any such posting.
5. No commercial concessions may be operated, nor charge or donation requested of the public on the premises without prior written approval by the Districts and as indicated on the permit.
6. Upon completion of the activity event, the area shall be restored to a litter free condition. The permit holder agrees to be responsible for costs incurred by the Districts for repairs or cleanup by the Districts.
7. Tents, booths, stands, awnings, canopies, or other structures are prohibited without the prior written approval of the Districts, with the exception of temporary awnings and/or umbrellas for shade, as long as such temporary structures do not exceed 25 square feet, are not left unattended, and are removed at the end of the activity or event.
8. Destruction, damage, or removal of any vegetation or defacement of District property is prohibited. The permit holder 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 permit. 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 Districts and as indicated on the permit.
11. Alcoholic beverages may only be served if approved by the District and as noted on the permit. The following conditions shall apply to any such approved service of alcoholic beverages:
 - a. IF ALCOHOL IS TO BE PRESENT, THE PERMIT HOLDER IS REQUIRED TO HIRE OFF-DUTY POLICE OFFICER(S) OR SECURITY. MOREOVER, THE PLANNED CONSUMPTION OF ALCOHOLIC BEVERAGES SHALL BE REPORTED AT THE TIME THE APPLICATION AND FEES ARE SUBMITTED TO DISTRICT. Security personnel is required for all activities or events where alcohol will be present. No exceptions will be granted. If security personnel is required, the permit holder shall be responsible for all costs related thereto. Security personnel must be approved by the Districts. Security personnel must report any violations of these Permit Conditions or violations of the Park Rules and Regulations to the Districts. The permit holder must provide a copy of the contract for off-duty police or security to the Districts at least 14 days prior to the date of the activity or event. In the event this provision is violated by the permit holder, the Districts may revoke the permit and the permit holder shall automatically be assessed a minimum of \$250 penalty and shall have all District facility access privileges suspended for twelve (12) months.
 - b. No fee shall be charged, either directly or indirectly by the permit holder or its affiliates (i.e. no cash bar) for the sale or consumption of alcoholic beverages.
 - c. 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.
 - d. The Districts do not hold or maintain a liquor license, and permission to serve alcoholic beverages does not constitute a liquor license. The permit holder shall be solely responsible for compliance with the liquor laws of the State of Colorado and any local regulations.
 - e. If any persons under the age of 21 attending the activity event, whether invited or uninvited, brings alcoholic beverages onto District property, the permit holder shall take action to have such beverages removed from the premises. If necessary, the permit holder will call the police to seek assistance with the enforcement of this rule. At any event in which the majority of the attendees are under 21 years old, the permit holder will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old.
 - f. If any adult (persons 21 years old or older) attending the event, whether invited or

uninvited, is abusing or misusing alcohol on District property, the permit holder will take action to have such activities stopped, and if necessary, notify the police to seek assistance.

- g. The permit holder shall arrange for alternate transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. The permit holder shall be solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at the event.
 - h. The permit holder shall indemnify and hold harmless the District for any claims, actions, or suits brought by third-parties against the Districts for any damages caused as a result of the service of alcohol at any activity or event and/or for the failure of the permit holder or any attendee of the activity or event to comply with the provisions of these rules.
- 12. A copy of the permit must be in the possession of the permit holder at all times during the activity or event and must be shown to District personnel upon request.
 - 13. District 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.
 - 14. Any permit granted by the Districts pursuant to these rules is non-assignable.
 - 15. 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 permit. The permit holder and 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 deposit.
 - 16. The permit holder shall indemnify, defend, and hold harmless the Districts, managers, consultants, employees and staff of the Districts, and their respective officers, directors, managers, agents, employees, contractors and subcontractors from and against any and all damages, losses, liabilities, claims, costs, and expenses, including reasonable attorneys' fees in defending against the same, arising in any way out of the use of the District property by the permit holder or the guests of the permit holder.
 - 17. The Districts reserve the right to cancel an activity or event and revoke a permit if it is deemed that the conditions of the District property are poor (such as excessive pooling or standing water due to excessive rains) and/or that the activity or event will cause damage. It is the responsibility of the permit holder to know the status of the property to be used and to maintain safe conditions thereon during the activity or event.
 - 18. For activities or events with 50 or more attendees, the permit holder must provide a certificate of insurance with a minimum of \$1,000,000 combined single coverage property and personal injury insurance. The policy must indemnify the Districts, their directors and employees and must provide a minimum 30 day cancellation period. The certificate of insurance must be provided to the Districts at least 10 days prior to the activity or event. The certificate shall read as follows with this exact language:

ADDITIONALLY INSURED, THE GLEN METROPOLITAN DISTRICT NOS. 1-3,
ITS OFFICERS, OFFICIALS AND EMPLOYEES.