

**THE COVE SWIMMING POOL, THE COVE, AND THE FITNESS CENTER USE
POLICIES**

AND

THE COVE FACILITY RENTAL POLICIES AND PROCEDURES

(Revised as of May 15, 2024)

ARTICLE I: THE COVE SWIMMING POOL

- 1.1 Use of The Cove Swimming Pool. The Cove Swimming Pool (“the pool”) is available for the general informal use of District residents and registered Outside Users, provided that such use is consistent with the planned use of the facilities. Commercial use of the pool is prohibited. Access to the pool will be on a first-come, first-serve basis.
- 1.2 User Registration and Check-In. All Users shall register prior to accessing the pool as required in Article I of Policies and Procedures Governing the Barefoot Recreation Amenities and as amended from time to time. Users shall adhere to check-in process as determined by Community Manager prior to entering pool area for staff to determine User registration and track capacity limits. All Users shall have signed and current Release Form (**Exhibit A-3**) on file prior to accessing the pool. Users under the age of 18 accessing the pool without parent, legal guardian, or authorized adult supervision shall have a signed and current Minor Release Form (**Exhibit A-4**).
 - 1.2.1 User Guests. Users are allowed to bring guests subject to Article 1 of the Policies and Procedures Governing the Barefoot Recreation Amenities and as amended from time to time. All guests will be required to complete the Release Form, and Minor Release Form, if applicable, and submit to Community Manager prior to accessing the pool.
- 1.3 User Age and Use Restrictions. No person under the age of 18 may access the pool unless accompanied by a parent, legal guardian or other adult aged 18 or older as authorized on the User Information Form. Persons between the ages of 13 and 17 are permitted to access the pool without adult supervision provided such person has a current and signed Minor Release Form on file. Persons aged 12 and under are permitted to be accompanied by a minor over the age of 16 as authorized by the parent or guardian on the Minor Release Form.
- 1.4 Hours of Operation. Hours of the pool are posted onsite or on the District’s website. The pool hours of operation are subject to seasonal adjustments or changes deemed necessary and appropriate by the Board in its discretion. Additionally, the District, the District Manager, and the Community Manager reserve the right to close the pool due to inclement

weather, preparation for major events, temporary staffing problems, capacity limits, safety incidents, or other reasons.

1.5 Lifeguards. Lifeguards are not on duty. Users shall utilize the pool at their own risk. Users should not swim alone.

1.5.1 In the event the pool has staffed lifeguard operations, lifeguards may attend the pool area during normal hours of operation. The absence of at least two (2) lifeguards at the pool shall result in the closure of the pool. Notwithstanding the presence of lifeguards at the pool, or lack thereof, Users shall utilize the pool at their sole risk.

1.6 Swimming Pool Rules. Users shall adhere to all District rules, regulations, policies and procedures, and staff direction at all times. Swimming Pool Rules are posted in the pool area and may be obtained directly from the Community Manager. Staff reserves the right to remove Users from the facility due to misconduct, violation of rules and or policies, and inappropriate behavior.

General Swimming Pool Rules and Regulations:

1.6.1 All Users under the age of 12 shall be accompanied and supervised by parent, legal guardian, and or other authorized responsible party at all times.

1.6.2 No lifeguard on duty. Users shall utilize the pool at their own risk. Users should not swim alone. The District assumes no responsibility for injury that may occur.

1.6.3 Pool will close for inclement weather and/or when the air temperature is less than 60 degrees. During thunder and lightning storms, or other inclement weather, Users shall exit pool and clear pool area, and seek shelter when necessary.

1.6.4 At staff discretion, the pool may be cleared for a 15-minute safety break every other hour.

1.6.5 No running, pushing, dunking or horseplay. No climbing on or hanging on pool perimeter fence. No hanging, sitting, or pulling on lane lines or depth dividers. No diving in the shallow end.

1.6.6 Staff reserves the ability to restrict User access due to meeting capacity limits for both deck capacity and swimmer capacity. Pool Deck and Swimming Pool capacity is as posted at the pool or on pool signage. Pool deck capacity includes pool capacity.

1.6.7 In the event of lifeguard operations, combined pool deck and swimmer capacity is 25 persons per lifeguard on duty.

- 1.6.8 Swimmers' dependent upon any flotation device shall not be permitted in the pool unless accompanied (in the water) and directly supervised by a responsible person over the age of 16. "Direct supervision" (within arm's reach) as used herein shall mean that the parent, legal guardian or other responsible person is in the water with swimmers requiring such supervision. Coast Guard approved life jacket to assist non-swimmers is encouraged.
- 1.6.9 All individuals that will be in water greater than chest deep may be subject to a swim test to demonstrate swimming ability.
- 1.6.10 All incontinent persons are required to wear approved swim diapers or swimsuits with built in swim diapers when utilizing the pool. Regular diapers are not allowed in pool.
- 1.6.11 The only play balls allowed in the 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 if not a detriment to the User's safety or safety of others. Large raft and other oversized inflatables are not permitted in Pool. All use of pool toys and other equipment is subject to the sole discretion of staff.
- 1.6.12 Proper and appropriate attire should be worn by all Users when utilizing the pool. No undergarments, sports bras, basketball shorts, jeans, cargo shorts are allowed. T-shirts and tank tops are permitted over an appropriate swimsuit. Nudity is prohibited.
- 1.6.13 Food and non-alcoholic beverages are permitted on the pool deck. Food and beverages are not permitted within the pool. All trash must be disposed in the waste receptacles prior to leaving. No glass other breakable containers are allowed in pool area.
- 1.6.14 Smoking, vaping, and the use of tobacco, marijuana or illegal drugs is not allowed and shall not be permitted in or around the pool. The consumption of alcohol in or around the pool is prohibited.
- 1.6.15 All Users should shower before entering the pool.
- 1.6.16 Any persons with cold virus, communicable disease, diarrhea, open sores, ear or nasal discharge are not allowed in pool.
- 1.6.17 Users should report any fecal or vomit incidents to staff immediately.
- 1.6.18 Chemicals are used in the pool to ensure sanitary and safe water environment and conditions are tested regularly. If unacceptable conditions occur, the pool may be closed to preserve the health of Users.

1.6.19 Additional rules and regulations may be imposed by the District in its sole discretion.

- 1.7 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 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 pool regular hours of operation. The pool may not be reserved for use for organized swim team events in which the District's organized swim team is not participating.
- 1.8 Application for Pool Party Permit. Users who wish to bring more than ten (10) guests to the pool at a given time may apply for a Pool Party Permit. A completed Rental Request Form (**Exhibit A-8**), Rental Applicant Waiver of Liability and Release Form (**Exhibit A-9**), 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 and managers, at all times. Permits will be issued on a first-come, first-served basis, subject to the District Manager's or Community Manager's discretion, staffing availability, and anticipated facility capacity.

ARTICLE II: THE COVE

- 2.1 Use of The Cove. The Cove is available for the general informal use of District Residents and registered Outside Users. The Cove Facility is operated as a public District amenity and gathering space for Users in good standing. The Cove has been planned to provide an area for gathering, exercise and leisure, holding District social events, and conducting District business. Users are able to reserve and/or rent determined areas for private events subject to rental policies noted in Section 4 herein. Additional uses of The Cove Facility may be determined by the District at their discretion.
- 2.2 User Registration and Check-In. All Users shall register prior to accessing The Cove as required in Article 1 of the Policies and Procedures Governing the Barefoot Recreation Amenities as amended from time to time. Users shall adhere to check-in process as determined by Community Manager for staff to determine User registration and track for capacity limits. All Users shall have signed and current Release Form (**Exhibit A-3**) on file prior to accessing The Cove. Users under the age of 18 accessing The Cove without parent, legal guardian, or authorized adult supervision shall have a signed and current Minor Release Form (**Exhibit A-4**).
- 2.2.1 User Guests. Users are allowed to bring guests subject to Article 1 of the Policies and Procedures Governing the Barefoot Recreation Amenities and as amended from time to time. All guests will be required to complete the Release Form and Minor Release Form, if applicable, and submit to Community Manager prior to accessing The Cove.

- 2.3 User Age and Use Restrictions. No person aged 18 or under may use The Cove unless accompanied by a parent, legal guardian or other adult aged 18 or older as authorized on the User Information Form. Persons between the ages of 13 and 17 are permitted to access The Cove without adult supervision provided such person has a current and signed Minor Release Form on file. Persons aged 12 and under are permitted to be accompanied by a minor over the age of 16 as authorized by the parent or guardian on the Minor Release Form
- 2.4 Hours of Operation. Hours of The Cove are posted onsite or on the District's website. The Cove hours of operation are subject to seasonal adjustments or changes deemed necessary and appropriate by the Board in its discretion. Additionally, the District, the District Manager, and the Community Manager reserve the right to close The Cove due to inclement weather, preparation for major events, temporary staffing problems, capacity limits, safety incidents, or other reasons.
- 2.5 The Cove Rules. Users shall adhere to all District rules, regulations, policies and procedures, and staff direction at all times. Staff reserves the right to remove Users from the facility due to misconduct, violation of rules and or policies, and inappropriate behavior.

General Cove Rules and Regulations:

- 2.5.1 All Users under the age of 12 shall be accompanied and supervised by parent, legal guardian, and or other authorized responsible party at all times.
- 2.5.2 Users shall utilize The Cove at their own risk and follow safety guidelines. The District assumes no responsibility for injury that may occur.
- 2.5.3 No running, pushing, or horseplay. No climbing on or hanging on furniture or televisions.
- 2.5.4 Town of Firestone Fire Codes mandate that legal capacity of the Cove be limited to 277 persons.
- 2.5.5 Ingress and egress doors may not be blocked; a clear five-foot width pathway to ensure safe exit must be maintained.
- 2.5.6 Users shall not enter Cove with wet swimsuits.
- 2.5.7 Food and non-alcoholic beverages are permitted in The Cove. Consumption of alcohol may only be allowed during permitted events.
- 2.5.8 All trash must be disposed in the waste receptacles prior to leaving.

- 2.5.9 Users may utilize the kitchen appliances only upon the explicit approval by the Community Manager or through an issued Rental Permit.
- 2.5.10 Users should return any moved furniture and return any borrowed books, games, or other common use items to their location and shelves after use.
- 2.5.11 Smoking, vaping, and the use of tobacco, marijuana or illegal drugs is not allowed and shall not be permitted in or around the Cove.
- 2.5.12 Pets are not allowed in The Cove with the exception of licensed service animals.
- 2.5.13 Additional rules and regulations may be imposed by the District in its sole discretion.

2.6 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, during The Cove operational hours provided the fire pit has not been previously reserved, and subject to these Policies and Procedures. The rules for use of the fire pits are posted on-site and may be obtained directly from the Community Manager. Operational Instructions can be obtained directly through the Community Manager.

General Fire Pit Rules:

- 2.6.1 Persons using firepit do so at their own risk. The District is not responsible for accidents or injury.
- 2.6.2 Fire pit has open flame, surface areas can become extremely hot and may cause burns.
- 2.6.3 When in use, Fire Pit must always be attended.
- 2.6.4 Always keep children at least three (3) feet away from the fire surface.
- 2.6.5 Do not throw sticks or other items into the fire pit.
- 2.6.6 Do not use fire pit for cooking or heating food or liquids.
- 2.6.7 Please follow the posted instructions on how to light.
- 2.6.8 If any gas smell is noticed, switch off the gas supply immediately and notify Cove staff.
- 2.6.9 Fire Extinguisher is located in The Cove near the kitchen.
- 2.6.10 In case of Emergency call 911.

ARTICLE III: THE COVE FITNESS CENTER

- 3.1 Use of The Cove Fitness Center. The Cove Fitness Center (“The Fitness Center”) is available for the general informal use of District residents, provided that such use is consistent with the planned use of the facilities. Commercial use of the Fitness Center is prohibited. Access to The Fitness Center will be on a first-come, first-serve basis.
- 3.2 User Registration and Check-In. All Users shall register prior to accessing The Fitness Center as required in Article I of Policies and Procedures Governing the Barefoot Recreation Amenities and as amended from time to time. Users shall adhere to check-in process as determined by Community Manager prior to entering fitness area for staff to determine User registration and track for capacity limits. All Users shall have signed and current Release Form (**Exhibit A-3**) on file prior to accessing The Fitness Center. Users under the age of 18 accessing The Fitness Center without parent, legal guardian, or authorized adult supervision shall have a signed and current Minor Release Form (**Exhibit A-4**).
- 3.2.1 Guests of Users. Guests of Users shall not be permitted to access The Fitness Center.
- 3.3 User Age and Use Restrictions. No persons aged 18 years and under may access the Cove Fitness Center (“fitness center”) unless accompanied by a parent, legal guardian, or other adult aged 18 or older as authorized on the User Information Form. Persons between the ages of 16 and 17 are permitted to access and utilize the equipment without adult supervision provided such person has a current and signed Minor Release Form on file. No person aged 12 years and under is permitted to use The Fitness Center equipment.
- 3.4 Hours of Operation. Hours of the Fitness Center are posted onsite or on the District website. Fitness Center hours are pursuant to change. Staff has the discretion to close The Fitness Center and or restrict User access due to safety incidents and Fitness Center capacity limits.
- 3.4.1 Consecutive use of cardio equipment during peak times shall be limited to 30 minutes.
- 3.5 The Fitness Center Rules. Users shall adhere to all District rules, regulations, policies and staff direction at all times. The Fitness Center rules are posted in the fitness area and may be obtained directly from the Community Manager. Staff reserves the right to remove Users from the facility due to misconduct, violation of rules and or policies and inappropriate behavior.

General Fitness Area Rules and Regulations:

- 3.5.1 All Users under the age of 15 shall be accompanied and supervised by parent, legal guardian, and or other authorized responsible party at all times.

- 3.5.2 Users shall utilize the Fitness Center and equipment at their own risk and follow safety guidelines and appropriate equipment use instructions.
- 3.5.3 Users shall report any faulty and/or damaged equipment to staff immediately. The District assumes no responsibility for any injury that may occur.
- 3.5.4 Restack and return all weights and other equipment to the appropriate location after use. Do not drop weights.
- 3.5.5 No modification or adaption to the equipment, other than its intended use.
- 3.5.6 No loitering, no sitting on equipment while not using.
- 3.5.7 Proper and appropriate attire should be worn by all times to include shirt, bottoms, and closed toed shoes. Sandals, flip flops, and barefoot are prohibited. No wet clothing or swimsuits.
- 3.5.8 Food is not permitted. Water and appropriate beverages in non-breakable drink wear is permitted. No glass or other breakable containers is allowed.
- 3.5.9 Smoking, vaping, and the use of tobacco, marijuana or illegal drugs is not allowed and shall not be permitted.
- 3.5.10 All Users shall wipe down equipment with disinfectant wipes, spray and or towels as provided after use.

3.5.11 No Outside Coaches, Trainers or Instructors.
No outside coaches, trainers or instructors are permitted within The Fitness Area. Any coach, trainer or instructor shall be approved and provided by the District.

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

ARTICLE IV: THE COVE FACILITY RENTAL POLICIES AND PROCEDURES

- 4.1 Rental of The Cove Facility. The Cove Party Room, The Cove Kids Room, The Event Lawn/Patio and The Cove Swimming Pool (collectively referred to as “The Cove Facility”) are available for Users to reserve and/or rent for private events provided that such use is consistent with the planned use of the facilities. Unless stated in writing and approved by the District, rental of the Cove shall not give User exclusive right to use The Cove Facility.
- 4.2 Use of The Cove Facility. Subject to the limitations outlined in this Article, The Cove Facility shall be available to Renting User upon receipt of Rental Request Form (**Exhibit**

A-8), execution of Rental Agreement attached hereto as **Exhibit E-1**, and payment of the appropriate rental fees and deposits. Unless stated in writing and approved by the District, rental of The Cove Facility shall not give User exclusive right to use The Cove Facility.

- 4.3 Use of Event Lawn/Patio. The Event Lawn/Patio may only be used in conjunction with rental of The Cove Party Room and may not be reserved separately. Users desiring to use the Event Lawn/Patio must specify this desire on the Rental Request Form (**Exhibit A-8**). With the rental of the Event Lawn/Patio, the use of the fire pits located within the Event Lawn/Patio perimeter fence will be available for exclusive use. Use of tents, bounce houses and other such amenities must be specified in the Rental Request Form and approved by the Community Manager. Setup of any such amenities on the Event Lawn/Patio shall not utilize stakes or other tools driven into the ground and shall instead use sandbags, water-bags, or similar surface-only methods.
- 4.4 Use of The Cove Swimming Pool. The Cove Swimming Pool may not be reserved for exclusive use unless pool use is in conjunction with the rental of The Cove Party Room and pool use is for the hours between 8:00 pm- 9:00 pm. Users will be required to pay rental rate for The Cove Party Room in addition to Exclusive Pool Party Rental Fees. Users who desire to use the pool for non-exclusive use in conjunction with an event are able to apply for a Pool Party Permit subject to Section 4.5 herein.
- 4.5 Pool Party Permit. Users are able to apply for a Pool Party Permit to reserve The Cove Kids Room for one (1) hour and have two (2) hours of non-exclusive use pool access. A completed Rental Request Form (**Exhibit A-8**), Rental Applicant Waiver of Liability and Release Form (**Exhibit A-9**), 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 and managers, at all times. Permits will be issued on a first-come, first-served basis, subject to the District Manager's or Community Manager's discretion, staffing availability, and anticipated facility capacity.
- 4.6 Limitations of Use of The Cove Facility. Use of The Cove Facility are to be consistent with the planned use of the facility. Unless stated in writing and approved by the District, rental of The Cove Facility shall not give User exclusive right to use The Cove or The Cove Swimming Pool. In an attempt to further the use of The Cove Facility and District's focus on public safety and further on a non-discriminatory and neutral basis and not aid one religion/political party, prefer one religion or political party over another, or provide any public funding for the same, Users will not be permitted to rent The Cove Facility for the following type of events and use:
 - i. Events deemed by the Board of Directors in their discretion that jeopardize the safety, health or welfare of the public
 - ii. For any religious or political usage.
- 4.7 Exceptions to Limitations of Use of the Cove Facility. Notwithstanding the limitations provided in section 4.6 herein, The Cove Facility may be exclusively used by the District

for the purpose of conducting District business to include District Board meetings or committee meetings, or other uses as deemed necessary by the District.

4.7.1 Non-District hosted public community events to include bipartisan topics and events, or events related to other governing entities' business such as municipal town halls, may be permitted subject to District approval. For these events, User shall submit Rental Request Form to Community Manager noting nature and purpose of event and may be subject to the same rental terms and conditions as private rentals to include Applicant Waiver of Liability and Release Form, an executed Cove Facility Rental Agreement, and payment of applicable rental fees and deposits. Waiver of forms, fees, and deposits may be considered and is subject to Board discretion. Renting User or host for any event approved by the District under this exception may be required to make a statement as prepared by the District to all attendees concerning the District's interest, affiliation with the group or event, or support of the event.

4.8 Limitations on the Ongoing Use of The Cove Facility. Except as otherwise stated herein, Users shall be prohibited from renting The Cove Party Room, The Cove Kids Room and/or Cove Event Lawn/ Patio on an extended or continuing basis for ongoing purposes. Such rentals have the ongoing effect of precluding and preventing The Cove Facility usage by other permitted Users. Whether a proposed use is extended or continuing shall be determined by the Community 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.

4.8.1 Exceptions to Ongoing Use Limitations. Notwithstanding the limitations provided in section 4.8 herein, The Cove Facility may be utilized for the ongoing purposes of monthly, or more frequent, District meetings or committee meetings, District held social events, or use otherwise deemed necessary by the District manager and or Community Manager for conducting business of the District.

4.9 Capacity of The 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.

4.10 District Representatives. The District's Board of Directors may, in its discretion, condition rental of The Cove Party Room, Cove Kids Room and/or Cove Event Lawn/ 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, Cove Kids Room and/or Cove Patio shall be responsible for any costs associated with attendance by the District representatives.

4.11 Rental Rates, Fees, and Deposits. Rental rates and fees shall be established from time to time by the District's Board of Directors in its sole discretion and may be based upon the

type of event and location for which area of The Cove Facility is desired, the number of persons anticipated to be in attendance and other attendant factors. Fees shall be charged in accordance with the schedule provided on the Recreation Amenities Fee Schedule found in **Exhibit A-7**. 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. The Application Deposit will be fully refundable in accordance with the terms set forth in the form of The Cove Rental Agreement attached hereto as **Exhibit E-1**.

4.12 Permit Application. For consideration of a permit, Users shall first submit a completed Rental Request Form specifying desired area and event details (**Exhibit A-8**) to the Community Manager. The Community Manager will review and consider preliminary approval subject to availability, and limitations and allowed uses provided herein. Upon receiving preliminary approval, the Renting User shall then submit an Applicant Waiver of Liability and Release Form (**Exhibit A-9**), Renting User executed Cove Facility Rental Agreement attached hereto as **Exhibit E-1**, Application Deposit Fee, Rental Fee, and the full Security Fee (if applicable) later than thirty (30) days prior to reservation date to be issued a permit to use The Cove Facility. Pool Party Permit Applications submittal and deposit requirements will be subject to section 4.5 herein, unless otherwise specified. Applications will be reviewed and considered on a first submitted- first reviewed basis.

4.12.1 The Community Manager may decline a rental for reasons including but not limited to: the event may jeopardize the safety, health or welfare of the public; the event activities may cause severe damage to the facility and area; lack of available staffing required for event; previously approved private event at similar time; or scheduled District event or meeting. The District’s Board of Directors may, in its discretion, decline rental of The Cove Facility for any event that the District’s Board of Directors deems to jeopardize the safety, health or welfare of the public. Applicants shall not be denied to an applicant based on race, religion, creed, gender, or philosophy.

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

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

4.13.2 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.

- 4.13.3 Permits will only be issued to the Renting User. The Renting User 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.
- 4.13.4 The District reserves the right to request all attendees provide a signed Release Form prior to event start for permits that include either exclusive and non-exclusive use of The Pool.
- 4.13.5 Permits must be available to present for inspection during all use times.
- 4.13.6 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 the District cancels a reservation prior to commencing, the security deposit and rental fee will be reimbursed subject to The Cove Facility Rental Agreement.
- 4.13.7 Reservations and permit may limit use to a particular area of The Cove Facility.
- 4.13.8 The activity may not unreasonably interfere with or detract from the general public's enjoyment of surrounding areas.
- 4.13.9 The proposed activity may not incite violence, crime, or disorderly conduct.
- 4.13.10 Reservations must be cancelled 14 days prior to the date of the event to receive a full refund of the use fee and deposit.

4.14 Alcoholic Beverages. The Renting User shall note on the Rental Request Form if there will be alcohol served. Alcoholic beverages may be served as long as the Renting User abides by the following conditions:

- i. No fee will be charged, either directly or indirectly (i.e. no cash bar) for the consumption of alcoholic beverages.
- ii. 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.
- iii. The Renting User acknowledges 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 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 Facility.

- iv. If any persons under the age of 21 attending the event, whether invited or uninvited, bring alcoholic beverages onto The Cove Facility premises, the Renting User shall take action to have such beverages removed from the premises. If necessary, the Renting 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 21 years old, the Renting User will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old.
- v. If any adult (persons 21 years old or older) attending the event, whether invited or uninvited, is abusing or misusing alcohol on The Cove Facility premises, the Renting User will take action to have such activities stopped, and if necessary, notify the police to seek assistance.
- vi. The Renting User agrees to arrange alternate transportation for any attendee who is unable to operate a vehicle safely and responsibly from the event due to intoxication. The Renting 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.

4.15 The Renting User 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 User's failure to comply with the provisions of The Cove Facility Rental Agreement.

4.16 The Cove Facility Rental Agreement and Rental Covenant terms are incorporated in **Exhibit E-1** attached hereto and available directly through Community Manager.