

## **BLACKSTONE METROPOLITAN DISTRICT PARK PAVILION RENTAL POLICY**

### **Permit Requirements**

The Blackstone Metropolitan District (the "District") pavilion and park areas are available for the general, informal use of the public, provided they have not been previously reserved.. Commercial use of the parks is prohibited without the prior written approval of the District. Permits will only be issued to applicants 18 years of age or older.

Applications should be submitted no less than fourteen (14) days prior to the requested reservation date. The District, in its sole discretion, reserves the right to deny, restrict, or place additional conditions on any application, including events that the District deems likely to create an undue impact on park facilities, neighboring residents, or the general public's use of the parks. Approval of an application does not create any property right or vested interest in the use of District facilities.

### **Payment and Deposit Requirements**

Reservations are accepted on a first-come, first-served basis.

The fees and charges shown on the rental application must be paid by check or money order, payable to "Blackstone Metropolitan District," prior to confirmation of your reservation. The damage deposit, less any amounts retained for cleaning or damage, will be returned to you within fourteen (14) business days following your rental.

All fees and deposits must be received by the District no later than 14 days prior to the reservation date.

Refunds will only be granted if the District is notified of cancellation no less than 7 days prior to the reservation date. Refunds are subject to a \$5 processing fee and require 1 to 2 weeks to be processed.

If the damage deposit is insufficient to pay for any damages or clean up, the applicant agrees to pay any and all additional costs. The applicant further agrees that the District 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.

In the event the District, in its sole discretion, cancels, relocates, or closes a facility due to weather, emergency, unsafe conditions, public health order, force majeure, or other cause beyond the applicant's control, the applicant shall be entitled, at the applicant's election, to (i) reschedule the event to a mutually agreeable alternative date, subject to availability, or (ii) a full refund of all rental fees and deposits paid, without deduction of the processing fee. The District shall not be liable for any additional costs, lost deposits to third parties, or consequential damages incurred by the applicant.

## **Insurance Requirements**

For events required by the District to carry insurance (including, without limitation, commercial or vendor use, events involving sales, amplified sound, or attendance above 50 persons), the applicant shall, at its own expense, obtain and maintain General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Coverage shall be placed with an insurance carrier authorized to do business in the State of Colorado and holding an A.M. Best rating of A- VII or better, and shall be primary and non-contributory with respect to any insurance maintained by the District. The applicant shall deliver to the District, no less than fourteen (14) days prior to the event, a certificate of insurance naming the Blackstone Metropolitan District, its Board of Directors, officers, employees, agents, and its management company (Brightstar District Management, LLC) as additional insureds.

## **Alcohol Policy**

Beer and wine may be permitted only with the prior written approval of the District. Glass containers are prohibited. Any sale or service of alcoholic beverages requires a Special Event Permit issued by the Colorado Department of Revenue, Liquor Enforcement Division, and any other permit required by the City of Aurora. The applicant must submit copies of any such permits to the District no less than 14 days prior to the event. Possession or consumption of spirituous liquors (distilled spirits) is prohibited. The applicant is solely responsible for compliance with all applicable federal, state, and local alcohol laws, including the prevention of service to, or consumption by, any person under twenty-one (21) years of age and any visibly intoxicated person. For any event of more than fifty (50) attendees at which alcohol will be served, all servers shall be TIPS-certified (or equivalent) and the applicant shall provide proof of certification to the District prior to the event. The District reserves the right to require the applicant, at the applicant's expense, to engage licensed and insured security or off-duty law enforcement for events where alcohol will be served.

## **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 (including vehicles used for loading or unloading equipment) unless the prior written approval of the District is granted.
4. The District 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 may any charge or donation be requested of the public on the premises, without the prior written approval of the District.
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 District for repairs or cleanup.
7. Tents, booths, stands, awnings, canopies, or other structures are prohibited without the prior written approval of the District.
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 or abusive language is 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 District. Amplified sound may also trigger additional permit requirements under City of Aurora municipal code; the applicant is responsible for obtaining any required City permit. In no event shall amplified sound exceed the limits established by the Aurora Municipal Code, and all amplified sound shall cease no later than 9:00 p.m. on Sunday through Thursday and 10:00 p.m. on Friday and Saturday.
11. Alcoholic beverages are subject to the District's Alcohol Policy set forth above in this document.
12. District parks and facilities are patrolled by local law enforcement. Use of the facilities is subject to all applicable state, county, and municipal laws and regulations, including the Aurora Municipal Code.
13. All reservations are subject to time 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 restrictions may be considered a forfeiture of the damage deposit.
14. Turf and field conditions: due to concerns about turf conditions, the District reserves the right to cancel an event if it is deemed that 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. Fields may not be used when any of the following conditions exist:
  - a. Water standing on the infields or multipurpose fields;
  - b. One-half (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 is not permitted);
  - d. Grass is sparse or the 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; or
  - i. Dirt (infield) areas are muddy.
15. Fireworks, sparklers, sky lanterns, open flames (including charcoal grills other than those provided by the District), and the ignition or discharge of any incendiary device are strictly prohibited. Propane grills and catering warmers are permitted only in designated hard-surface areas with the District's prior written approval.
16. Pets must be leashed at all times and pet owners shall immediately remove and properly dispose of pet waste. Service animals are permitted in accordance with the Americans with Disabilities Act.
17. Bounce houses, inflatables, dunk tanks, mechanical rides, petting zoos, and similar attractions require the District's prior written approval and a certificate of insurance from the vendor evidencing General Liability coverage of not less than \$1,000,000 per occurrence and naming the District as an additional insured. Staking into irrigated turf is prohibited; water-bag or weighted anchoring is required.
18. Severe weather. In the event of lightning, high wind, hail, tornado warning, or similar severe weather, the applicant shall immediately suspend the event and shelter attendees in

a safe location. The applicant acknowledges that District pavilions are not designed as lightning or severe-weather shelters.

19. The District reserves the right to cancel any activity and disperse its participants if any rules, policies, procedures, or park regulations are not complied with during any portion of the rental.
20. Indemnification, release, and waiver of liability. The 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 damage deposit. The applicant releases and agrees to fully indemnify and defend the District and its representatives from all liability resulting from the applicant's use of the District's facilities. The applicant agrees to save, indemnify, defend, and hold harmless the District 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 District arising out of any claim asserted by the applicant, or the applicant's 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. The applicant hereby releases, waives, discharges, and covenants not to sue the District, 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 may hereafter have, for, upon, or by reason of any matter, cause, or thing arising out of the permitted use of the facilities by the applicant or any person using the reserved facilities. The applicant expressly agrees that this 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 shall continue in full legal force and effect.

### **District Contact and Reservations**

**Reservations:** Lucas Nishimoto, Brightstar District Management, District Manager

**Phone:** (303) 551-8890

**Email:** [lnishimoto@brightstarcolorado.com](mailto:lnishimoto@brightstarcolorado.com)

**Mailing Address:** 9351 Grant Street, Ste 500, Thornton, CO 80229

**District Website:** <https://www.blackstonemetro.org/>

*Policy Adopted: May 19, 2026*