



2571 North Heritage Street, Buckeye, Arizona 85396
 (623) 322-1347 | assembly@verrado.com | verrado.com

Heritage Swim Park Facility Policies & User Agreement (“User Agreement”)

This first-class facility pays tribute to the classic municipal aquatic facilities of a bygone era, but with modern luxuries synonymous with today’s active outdoor lifestyle. The Heritage Swim Park (“**Swim Park**”) is the perfect addition to the Heritage District’s amenity complex, the center of the neighborhood’s social activity.

At the epicenter of the Swim Park is a large recreational pool and a smaller pool especially designed for little swimmers. Both pools feature heaters and coolers, zero-entry areas making them easily accessible for all ages and abilities. Adjacent to the toddler pool is a splash pad offering yet another option for keeping cool.

The Verrado Assembly allows Verrado residents and partners to utilize certain facilities for private and community group events, including the Heritage Swim Park Ramada and The Giving Tree Pavilion. These facilities may be used on a first-come, first-served basis or through a reservation process to secure a certain date and time. Regardless of whether a facility has been reserved or if using on a drop-in basis, all users of these facilities are required to abide by policies set forth herein this User Agreement.

This User Agreement is made by and between Verrado Assembly (“**VA**”) and resident or partner utilizing facilities (hereinafter referred to as “**Facility User**”).

Facility User agrees to the following:

- 1. Facility Reservation:** All facility reservation (“**Event**”) requests must be submitted online via www.verrado.com by a Verrado resident (“**Facility Renter**”) at least seven (7) business days in advance of Event date. Completed reservations will receive an email confirmation which completes the approved facility reservation (“**Rental Agreement**”). No requests will be approved verbally (via phone or in person). Facility Renter must be at least twenty-one (21) years or older and a member in good standing with the Verrado Community Association, Inc. (“**VCA**”). A member who loses/rescinds/transfers his/her VCA membership privileges because of sale of his/her property, termination of tenant lease, etc., also concurrently and automatically voids his/her facility rental privileges regardless of the existence of a signed Rental Agreement. **Facility Renter must be present throughout the Event**, including set-up and clean-up, until the last guest has vacated Swim Park’s premises. Exception to the “*Facility Renter must be present*” provision will only be made if pre-approved in writing to the VA. Use of the Swim Park by anyone other than Verrado residents is not permitted unless a resident, who is in good standing with the VCA, is sponsoring such use. Any violation of these policies or damage to the premises may result in the Facility Renter losing access privileges to the Swim Park and access cards may be deactivated.
- 2. Facility Rooms and Rental Rates:** The Swim Park reservations have a three (3) hour minimum for all events. Reservation must include all necessary set-up and clean-up time. Reservations are available on the hour and in full hour increments.

Facility Space	Rental Rate	Equipment (Included with Rental Rate)	Notes
Heritage Swim Park Ramada	\$20/hour 3-hour minimum	4 - picnic tables 2 – children’s picnic tables 2 – gas grills Complimentary wireless internet	20 people maximum 20 people allowed to use pool during reservation time Access to catering kitchen, including refrigerator, freezer and ice machine
The Giving Tree Pavilion	\$20/hour 3-hour minimum	14 - picnic tables 2 – charcoal grills Complimentary wireless internet	40 people maximum 20 people allowed to use pool during reservation time Access to catering kitchen, including refrigerator, freezer and ice machine Access to the Grand Lawn

- 3. Availability and Usage Hours:** Facility usage is based on availability and during facility operating hours (5 AM – 10 PM). To confirm availability, please visit www.verrado.com – My Community – Facility Reservations. (Be sure to login as a resident to view these links.) Rental hours must include set-up and clean-up time in reservation time. Event clean-up must conclude by and all guests must vacate the premises no later than the Swim Park's closing time at 10:00 pm; NO EXCEPTIONS. All set-up and clean-up of the space are the responsibility of the Facility User.
- 4. Payment:** Reservations may be made up to one year (365 days) in advance. Reservations must be made a minimum of seven (7) days in advance. Rental Rates are subject to change without prior notice. VA/VCA sponsored and authorized small gatherings of three or more people, including those related to Verrado Clubs, partners, and/or volunteer meetings or events, are exempt from providing the Rental Fee or evidence of insurance for the reservation of the Swim Park. The VA/VCA reserves the right to require a roster of club participants for club-related reservations. VA/VCA and its Board of Directors are exempt from guideline limitations.
- 4.1 Security Deposit:** The VA will determine for each respective reservation whether or not a refundable security deposit of \$200 is required. If required, security deposit will be due a minimum of five (5) business days in advance of the Event.
- 5. Damages:**
- 5.1 Cleaning Damage:** The VA will complete a walk-through of the facility at the first available time following the Event, with or without the Facility Renter, noting any existing damage and outlining the condition the area should be left in following the Event. The VA will notify the Facility Renter within seventy-two (72) hours following the Event if there is any damage or cleaning required to the Swim Park premises and any costs associated with the damage and/or cleaning. Facility Renter will be billed for the costs to repair any damage and/or clean the Swim Park, and payment will be made to the VA within fifteen (15) days of receipt of invoice from VA.
- 5.2 Damages/Losses:** The Facility User will be responsible for any loss or damages to facilities and equipment, including reasonable attorney or collector's fees should it be deemed necessary. The VA/VCA assumes no responsibility for property brought into the Swim Park's facility by the Facility User. The VA/VCA is not responsible for items lost, stolen or left behind by Facility User.
- 5.3 Additional Damage Compensation:** Nothing in this Rental Agreement will prevent VA from seeking additional compensation if losses or damages are made to the facility. Damages may include fines or penalties levied against VA as a result of Facility User's violating County, State or Federal ordinances and attorney fees expended by VA in defense against such fines and penalties.
- 6. Confirmation:** A complete application will be approved if submitted at least seven (7) days prior to requested date for the Swim Park reservation, based upon availability. Full payment shall be made online by credit card at the time of submission of reservation requests. Upon a completed reservation, the system will automatically generate an email to the Facility Renter, and said email will serve as a Facility Reservation permit. Some dates may be subject to blackout or may be unavailable due to VA/VCA or the Swim Park's events, maintenance requirements, etc.
- 7. Termination of Rental Agreement:** VA reserves the right to cancel a reservation at any time for just cause. If the reason for termination is the result of falsifying statement(s) in completing this Rental Agreement or conducting the Event in a manner dangerous or damaging to property and persons, the full Rental Fee and additional fees may be applied. Should the Facility Renter wish to reschedule a reservation, please contact the VA at 623.466.7000. A facility reservation may be rescheduled one time, only if requested at least seven (7) business days out from the event and based upon availability. The VA must make these changes in the reservation system (do not rebook a new date without speaking to a member of the VA team); additional fees may apply. There are no refunds for cancellations, for shortened reservations, and/or for no-shows (even in the event of inclement weather). Please notify the Verrado Assembly if you are not going to use your reservation by emailing assembly@verrado.com; no refund policy applies.
- 8. Rules and Restrictions:** The following rules and restrictions apply, in addition to all policies outlined with the separate Facility Access Card Agreement:
- Total participants must not exceed space capacity in compliance with fire regulations posted in the reservation chart of this Rental Agreement.
 - No cooking in the kitchen; only warming of food.
 - User may not bring a portable cooking device (i.e., gas stoves, gas burners, charcoal grills) onto the Swim Park's property. Use of existing gas and charcoal grills allowed only.
 - Illegal activities e.g., gambling, drugs, etc. are prohibited.
 - Animals, other than assistive animals, are not allowed on the Swim Park's property.

- f. Publicity related to the rental of the Swim Park's facilities must not imply endorsement of the event by Verrado's developer or VA/VCA. All advertisements posted or distributed on the premises or within the Verrado Community, as well as all other promotional activities about the Event, must receive approval by the Director of Community Life for the VA.
- g. The selling of goods and/or services, supporting the efforts of for-profit businesses, charging of admission fees and/or solicitation of donations are not allowed unless prior written approval has been obtained from the VA and are done in strict compliance with all applicable laws.
- h. Music and noise must remain controlled so as not to disturb other users of the Swim Park as well as surrounding homes/neighbors and must comply with the City of Buckeye Police Department. If the event is viewed in any way as "disturbing the peace," the Facility User will be asked to turn the music/noise level down. A VA/VCA team member, community member or Police Officer can make this request. Live musicians, disc jockeys, sound equipment and speakers must be confined to the Swim Park, including the exterior patios and pool area. All music must be turned off by 10:00 p.m.
- i. The Swim Park is a non-smoking facility. Tobacco use, including the use of e-cigarettes and hookahs is prohibited. There are no exceptions in the exterior or interior of the Swim Park. City of Buckeye ordinance states that smokers must be 20 feet away from any building entrance.
- j. Water guns, water balloons, etc. are prohibited at the Swim Park's property.
- k. Facility User and its guests must be respectful of other VCA members utilizing the pool and surrounding facilities.
- l. Glitter, glue, paint or permanent markers are prohibited at the Swim Park.
- m. Glass containers are prohibited at the Swim Park.
- n. Facility User will ensure all pool users will have proper swimming attire (i.e. a bathing suit; young children must be in swim diapers, etc.), including a towel, and will follow all pool rules and Facility Access Card Agreement policies.

9. Bounce Houses and Inflatable Game Units: Bounce houses, inflatable games and similar type of units are only permitted in Verrado's nine (9) reservable parks and requires pre-approval of the VA. All bounce house providers MUST meet the VA's strict insurance requirements and therefore only a VA approved bounce house provider may provide this equipment during Event. No personally owned equipment may be used. To view the current list of approved bounce house providers, please add a bounce house reservation to the online Park Reservation form and contact the VA for more information. Units shall be placed in grass areas only (not on sidewalks, asphalt, etc.). Facility User shall follow all instructions and information provided by Bounce House provider. In the event of inclement weather, Facility User shall contact bounce house provider immediately for instructions. Representatives of the VA/VCA may ask that bounce house be shut down and removed from a facility at any time. Wet bounce houses, water slides or other water activities are not allowed; water bib access is not permitted.

10. Lifeguards: Lifeguards are hired by the VA for all VA-sponsored pool related events (special events outside of the normal daily community pool operations). **This is not a VA-sponsored event, so a lifeguard will not be present unless you hire one at your own cost.** We do highly recommend that you hire a lifeguard if you believe that, at a minimum, there is a likelihood that any child will be unsupervised for more than the number of seconds it takes to reach the pool- whether by a parent, grandparent, or caregiver. Any hired lifeguard must be fully trained, licensed and insured and must meet the VA's strict insurance requirements. Please contact the VA at 623.466.7000 to obtain contact information approved lifeguard service companies.

11. Alcohol: If Event will include alcohol on the premises, the VA reserves the right to review all events on a case-by-case basis and may require Facility Renter to provide liquor liability insurance meeting VA requirements. This insurance certificate must be received no later than ten (10) business days in advance of Event, or Event may be cancelled without refund. If a bartender is on premises for the Event, the bartending service MUST be fully licensed, server must be fully trained, and is required to provide liquor liability insurance meeting VA requirements. This insurance certificate must be received no later than ten (10) business days in advance of Event, or Event may be cancelled without refund. Please provide bartending service information, including name, address and telephone number during the reservation process. Cash bars and the sale of alcoholic beverages of any type within the Swim Park facilities are strictly prohibited.

11.1 Insurance Coverage: A certificate of insurance from the bartending service naming: "Verrado Assembly, Verrado Community Association, Inc., DMB Community Life, Inc., DMB White Tank, LLC, DMB Associates, Inc., Verrado ARC LLC, Victory District Association, Inc., DMB Verrado Golf I LLC, Fidelity National Title Insurance Company as Trustee under its Trust no. B176, Caterpillar Foundation, City of Buckeye, and their respective direct and indirect owners, the respective successors and assigns of each of the foregoing, and the respective directors, officers, managers, trustees, trust beneficiaries, agents, employees, and volunteers of each of the foregoing" (collectively "**Insureds**") as an additional insured on a primary non-contributory basis for all General Liability policies is required for any event where alcohol will be served along with evidence of a) General Liability coverage of at least \$2 million per occurrence*, b) Personal Injury and Advertising Injury of at least \$2 million per occurrence*, c)

General Aggregate of at least \$2 million*, d) Liquor Liability coverage of at least \$1 million, c) Waiver of Subrogation in favor of the Insureds, and d) Workers Compensation per Arizona statutory limits. *These limits may also be satisfied with a \$1 million Commercial General Liability and \$1 million Umbrella/Excess coverage.

11.2 Special Duty Police Officer: A special-duty police officer for private functions may be required at the discretion of VA for any event where alcohol will be served. The VA will notify Facility Renter if special-duty police officer is required within five (5) business days of receipt of Facility Renter's application. Please review Section 9 (below), Special-Duty Officer Requirements, to read more about hiring a police officer or special-duty officer for private events.

12. Special-Duty Officer Requirements: The VA reserves the right to require an unarmed special-duty police officer or officers, at the Facility Renter's expense, for private functions in which liquor is to be served, amplified music or dancing is part of the activities, or as the VA deems is prudent because of the nature of the activities planned for the Event. A Special-duty officer (or officers, as needed) will be contracted for duration of the private function including clean-up time. The VA will notify Facility Renter if special-duty police officer is required within twenty (20) business days prior to the Event. The Facility Renter may request the officer come in earlier provided such notice is provided to the VA not less than one month in advance of the Event and with the understanding that the Facility Renter will be responsible for any and all additional costs and liabilities.

13. Insurance Requirements: Evidence of Renter's or Homeowner's Insurance containing General Liability coverage may be required. This copy **MUST** be received by the VA at least ten (10) business days prior to the event date. VA reserves the right to request additional insurance coverage for certain vendors and/or Events.

14. Setting-up: Setting-up for decorations and arrangements must not commence any earlier than the date and time of the Event reserved hours. Furniture and equipment must remain in its designated space unless prior written consent has been obtained from the VA. Other than items listed as Equipment included with Rental Rate, all kitchen equipment, tables, chairs, linens, podiums, electrical equipment and sound equipment are to be provided by the Facility User. The Facility User will be responsible for his/her "helpers" and will follow the decoration restrictions listed below:

- Without exception, decorations shall not be nailed, thumb tacked, stapled nor shall adhesive tape be used on any surface. Masking tape is never allowed on woodwork, masonry walls, vinyl fabrics or painted surfaces.
- Decorations, especially balloons and streamers, must be kept clear of the ceiling fans.
- Open flames (candles, tiki torches, fire bowls, etc.), other than candles on cakes or pastries, are prohibited at the Swim Park's property.

15. Clean-up: Clean-up, which includes facilities used plus adjacent patio, pool areas, restrooms and areas guests may have littered (i.e., parking lot, planters, etc.) is considered complete only under the following conditions:

- a. All decorations are removed and chairs and tables are returned neatly in their original manner and designated area; furniture and equipment are placed in their original positions.
- b. Furniture, walls, and floors are cleaned until they are in their original or better condition. Cleaning supplies are located in the kitchen under the kitchen sink.
- c. All rubbish is properly contained and taken to the dumpster located in the south end of the parking lot. FACILITY USER MUST PROVIDE HIS/HER OWN TRASH BAGS. In addition, an empty trash bag must be installed into each emptied trash receptacle used by the Facility User.
- d. Damaged equipment, furniture, etc. is to be reported to the VA within one (1) business day.
- e. All rental items must be delivered by the date and time of the Event reservation and picked up at the conclusion of the Event reservation, unless an alternative time has been pre-arranged with the VA.
- f. Hiring of a VA-approved cleaning crew to clean the premises after the Event may be arranged by the Facility User at Facility User's sole cost and liability.
- g. VA/VCA is not responsible for personal items that may be lost or stolen.

16. Unrestricted entry to inspect: Any bona fide VA or VCA team member will have unrestricted access to the Event facilities at all times for the purpose of ensuring the agreed to and appropriate use of the rented facilities by the Facility Renter.

17. Penalties: Violation of any use or agreement provisions during the reservation time will result in VA or VCA representative or designated security company closing down the Event and may result in the subsequent loss of all fees paid to date (including the Security Deposit or additional fees owed for damages not covered by such deposit). In addition, reservation privileges may be suspended for up to one (1) calendar year from the date of the Event.

- 18. Indemnification:** Facility User agrees to indemnify, defend and hold harmless Verrado Assembly, Verrado Community Association, Inc., DMB Community Life, Inc., DMB White Tank, LLC, DMB Associates, Inc., Verrado ARC LLC, Victory District Association, Inc., DMB Verrado Golf I LLC, Fidelity National Title Insurance Company as Trustee under its Trust no. B176, Caterpillar Foundation, City of Buckeye, and their respective direct and indirect owners, the respective successors and assigns of each of the foregoing, and the respective directors, officers, managers, trustees, trust beneficiaries, agents, employees, and volunteers of each of the foregoing (collectively, the “**Indemnities**”), for, from and against any and all injuries, suits, losses, claims, demands, judgments, liabilities, damages, cost, and expenses (including but not limited to court costs and reasonable attorneys’ fees and expenses) sustained by or made or threatened against any one or more of the Indemnities which result from or arise out of or in connection with the Event, the use of the Swim Park for the Event or failure to comply with the terms of this User Agreement.
- 19. Parking:** Parking is permitted in the handicapped reserved parking spaces **only** by those individuals displaying either a valid disability license plate or placard. No parking in fire lanes.
- 20. Notification of Incidents:** If you have an incident occur at your Event, an incident form needs to be completed and VA needs to be notified by 12:00 noon of the following business day.
- 21. Pool Waiver:** Facility User acknowledges understanding that you assume any and all responsibility and liability for any personal or property damage or injury to yourself, your children, your guests or others (collectively “**Participants**”). Facility User hereby releases the Verrado Assembly, Verrado Community Association, Inc., DMB Community Life, Inc., DMB White Tank, LLC, DMB Associates, Inc., Verrado ARC LLC, Victory District Association, Inc., DMB Verrado Golf I LLC, Fidelity National Title Insurance Company as Trustee under its Trust no. B176, Caterpillar Foundation, City of Buckeye, and their respective direct and indirect owners, the respective successors and assigns of each of the foregoing, and the respective directors, officers, managers, trustees, trust beneficiaries, agents, employees, and volunteers of each of the foregoing, with respect to any and all injury, disability, death, or loss or damages to person or property of Participants. **There are no lifeguards on duty.**

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