

**RENTAL AND USAGE AGREEMENT
SALLIE BUSH COMMUNITY BUILDING**

FACILITY USE AGREEMENT

“Premises” and “Facility” are defined as the building structure, parking lot, and grounds at 10795 Ute Pass Avenue, Green Mountain Falls, El Paso County, Colorado.

Mailing Address: P.O. Box 316, Green Mountain Falls, CO 80819

(719) 233-2455

“SBCB” is defined as the Sallie Bush Community Building; the Building Fund, Sallie Bush Community Building; and, the Ute Pass Community Association, II.

The “four additional insureds” are: Sallie Bush Community Building; Building Fund, Sallie Bush Community Building; Ute Pass Community Association, II; and, Church in the Wildwood.

Renter:

Individual/Organization: _____

Contact Person (if Organization): _____

Address: _____

City: _____ State: _____ Zip: _____

Mailing Address (if different): _____		
City: _____	State: _____	Zip: _____

Phone Numbers:		
Home: _____	Work: _____	Cell: _____

Email: _____

Contact preference: _____

Driver's License Number: _____	
Driver's License State: _____	Driver's License Expiration Date: _____
Date of Birth: _____	

We accept Checks, Cash (exact amount only), or Money Orders

Please make checks or Money Orders payable to: Ute Pass Community Association, II

Usage Event:

Date(s): _____

Times: Open: _____ am/pm Close: _____ am/pm **Total Hours:** _____

FACILITY HOURS AVAILABLE FOR RESERVATIONS ARE 8:00 AM TO 10:00 PM. There are no Business Hours or Hours of Operation. Reservation times may be shortened or extended. Do not be late for a reservation to avoid additional charges.

Set-Up and Breakdown: The Times and Total Hours must include any set-up and breakdown for the usage event.

If the usage event requires special set-up time on a day other than the date of the usage event; for example if the usage event is on a Saturday and the Renter requests to set up on Friday evening, there will be a \$25.00 per hour additional charge.

(PREMISES MUST BE VACATED NO LATER THAN 10:00 PM)

Type and/or description of usage event: _____

Usage Name: _____

Approximate number of guests: _____ (Maximum Capacity 250)

Alcohol: Will alcohol be served, sold or allowed: Yes _____ No _____

If Yes the Hold Harmless/Indemnification Agreement on Page 9 must be completed.

(Alcohol Deposit required)

See Section V Security Requirements. Number of Officers required: _____

Security Hours for usage event: _____ am/pm to _____ am/pm

The Renter is responsible for contracting directly with and payment to the Security Provider.

Security Provider's Name, Address and Phone #: _____

Two (2) weeks prior to the usage, Renter must provide the Facility Event Coordinator with a copy of the proof of liability insurance in the amount of at least \$300,000.00 listing the four additional insureds.

Catering: Yes _____ No _____

Name and Address: _____

Two (2) weeks prior to the usage, Renter must provide the Facility Event Coordinator with copies of the Renter's caterer's license and the caterer's general liability insurance listing the four additional insureds.

Outside Rental Equipment: Yes _____ No _____

Name and Address: _____

Other Service Providers:

Name and Address: _____

Description of service provided: _____

USAGE FEES AND CONDITIONS

I. Usage Rates and Deposits

Weekday Rental Rates, Main Room Monday through Thursday	\$20.00 per hour \$150.00 per day maximum
Weekend Rental Rates, Main Room Friday, Saturday, Sunday, Holidays	\$45.00 per hour \$300.00 per day maximum
Rental Deposit for Usage	50% of total or \$100.00, whichever is higher
Alcohol Deposit	50% of total or \$200.00, whichever is higher
Kitchen Rental, <i>see Page 8</i> Damage Deposit, Cleaning Fees, etc.	Category 1 Light Use Category 2 Full Use
Fireplace Use	\$25.00 cleaning fee

II. Rental Conditions

1. I understand that all Deposits are required to be paid at the time of reservation.
2. The rental costs may be paid in one lump sum or in two (2) equal installments. The full cost or final installment must be paid at least two (2) weeks prior to the usage.
3. I understand and assume full responsibility for any damages to the Facility during the hours of my scheduled usage. I further understand that in the event damages do occur and said damages exceed the amount of Deposit for same, I will be required to reimburse the Facility within three (3) business days after being presented with an itemized invoice for said damages.
4. I understand that the Facility closes at 10:00 pm and must be vacated no later than 10:00 pm. I further understand that my failure to end the scheduled usage at the designated time will result in additional fees based on the hourly rate designated above as well as additional fees for security as stated later in this agreement.
5. I understand and assume all liability for personal and/or property damages arising from use of the Facility, including injury or damage to the Premises, and shall hold the SBCB blameless in any accident that occurs during the use of the Facility.
6. I understand that the Facility assumes no responsibility for private property brought into the Facility and that it must be removed when vacated.
7. I understand that any deliveries by my vendors of items such as additional furniture, cakes, food, sound equipment, special lighting, etc., must be scheduled and included in my rental period. This includes items picked up by my vendors.
8. I understand that if any security alarm is activated because of the usage or its guests, I am responsible for payment of any fee(s) assessed by the Green Mountain Falls Police or Fire Departments, or any responding law enforcement agency.

9. CANCELLATION: The SBCB reserves the right to cancel usage of the Facility if, in the sole discretion of the SBCB, the Facility is needed as the result of a natural or manmade disaster and all Deposits and fees will be returned.

III. Noise Conditions

I understand that all music including live bands, will only be played inside the Facility building and that no speakers will be situated in a manner that projects the sound outside of the Facility. I further agree to abide by the Town of Green Mountain Falls Municipal Code Section 10, Article XII Noise, a copy of which is attached hereto and incorporated herein.

No obscene, profane, or indecent language will be tolerated. This includes verbal, music, recordings, etc. Loud noises are prohibited and quiet hours must be respected after 10 pm.

IV. Refunds and Forfeitures

1. Usage Cancellations

Fees and Deposits may be refunded under the following formula:

- 100% if cancellation received more than 60 days prior to usage
- 50% if cancellation received 31 to 59 days prior to usage
- 25% if cancellation received 15 to 30 days prior to usage
- 100% of fees and deposits will be forfeited if cancellation received 0 to 14 days prior to usage

2. Deposit Forfeitures

Deposits may be refunded in full within 10 business days after the usage under the following conditions:

- No damages are sustained to the Facility.
- Renter did not exceed times specified for usage.
- All decorations, objects and property not belonging to the Facility are removed.
- All trash removed and the Facility returned to a clean and rentable condition.

V. Security Requirements

- The law enforcement presence is required throughout all functions when alcohol is being served, sold or otherwise provided or allowed at the Facility. This security is required for the protection of all parties involved. I acknowledge that alcoholic beverages will be served, sold or otherwise provided or allowed at the Facility at my usage and I understand it is my responsibility to comply with all laws concerning the possession and consumption of same.
- The security officer(s) act as independent contractors; however the officers are required to remain at the Facility until the Facility is vacated. In the usage this time exceeds the times of the contract for security services, I will compensate the officers.
- I acknowledge that the number of officers required at my usage where alcohol is being sold, served or allowed in or on the premises is based on the following number of attendees.

1-99	One Officer
100-250	Two Officers

I further acknowledge that the Facility has the right to demand additional fees for additional officers, EMS, or Fire Department personnel to attend the usage if, in the opinion of the SBCB, the additional personnel are necessary to preserve the peace.

VI. Waiver of Liability

1. I understand the Facility is not responsible for the loss or damage of any equipment, supplies or property belonging to the Renter or guests.

2. To the fullest extent permitted by law, the Renter shall indemnify and hold harmless the SBCB from and against any claims, damages, losses, or expenses, including but not limited to attorney fees, which arise out of or in any way relate to, any and all personal injury, death and/or property damage in connection with their use of the Facility. This includes any act or omission by the Facility's representatives or employees. The SBCB does not discriminate based on race, age, religion or gender. The Facility is ADA compliant.

VII. Additional Terms: See Page 7 for any additional terms incorporated herein and made a part of this Agreement.

VIII. Acknowledgment

Renter represents and certifies that:

1. All information provided in this Agreement is true and correct. Misrepresentation or erroneous information provided constitutes grounds for denial of this and future applications for use of the Facility.

2. Renter will bear all cost for clean up and damages.

3. The SBCB shall not be liable for personal injury, loss or damage to property.

4. I have read this Agreement and understand the fee structures. I understand I must be at least 21 years of age for this Agreement to be considered.

5. The SBCB requires that Renter provide bonded and insured security through a security service or law enforcement agency for any function where alcohol is being sold, provided, or allowed at the Facility. The contract for security services is between the Renter and the individual independent contractor security officer(s) and the Renter is responsible for any and all contractual obligations.

Your signature acknowledges your understanding and willingness to adhere to the guidelines outlined in this Rental and Usage Agreement.

Responsible Party Signature: _____

Print Name and Title (if applicable): _____

Date Signed: _____

Office Use Only

Collected:	Amount	Date Received	Method of Payment
Rental Usage Fee	\$		
Rental Deposit	\$		
Alcohol Deposit	\$		
Kitchen Damage Deposit	\$		
Kitchen Cleaning Fees	\$		

GENERAL INFORMATION

The Premises and Facility are 100% smoke-free and all smoking products are prohibited.

DECORATIONS:

Decorations must be pre-approved.

1. Tape, tacks, nails, or screws, etc., may not be used to affix items to any surface at the Facility. Command™ (or similar brand) removable, damage free products may be used.
2. Only dripless, contained candles may be used.
3. There may be no rice, rice bags, confetti, flower petals, or glitter utilized on the Premises (this includes the building and grounds).
4. Plastic or other protection must be placed under live plants.
5. There is no storage available before or after the usage. Any items brought into the Facility must be removed at the close of the usage.
6. No decorations or lights may be hung from the rafters or ceiling.

PROHIBITED:

1. Smoking, open flames, and pyrotechnics. Further, no smoking is permitted within the building or on the grounds; i.e. cigarettes, e-cigarettes, vaporizers, cigars, including but not limited to any tobacco or cannabis products.
2. Smoke/fog machines.
3. Inflatable play equipment.
4. Child care or day care. Children under the age of 16 must be supervised at all times on the Premises.
5. Sectarian or religious worship.
6. Political campaign activities (local, state, or federal).
7. Concealed weapons that are not legally licensed and open display of weapons are prohibited (Open Display of Weapons Policy and Colo. Rev. Stat. 18-12-105).
8. Public groups will not bring alcoholic beverages onto the Premises.
9. Private groups will not bring alcoholic beverages onto the Premises without the execution of the Hold Harmless/Indemnification Agreement.
10. Animals are prohibited with the exception of Service Animals as defined under the Americans with Disabilities Act.
11. Rice, rice bags, confetti, glitter, littering, graffiti, stickers, sidewalk chalk, paint, stakes, posts, signs, barbecue grills, or skateboarding.
12. Use of the Facility does not constitute endorsement by the SBCB of the program or points of view expressed. No advertisement or announcement implying sponsorship, co-sponsorship, or endorsement by the SBCB may be used, including but not limited to print or broadcast promotions, signage, or funding activities.
13. Events, classes and programs supported by the SBCB will have the SBCB's logo(s) on promotional pieces and in advertising. All other activities held in the Facility are public events; space for such activities is made available as part of SBCB's service to the community and does not represent endorsement by the SBCB.
14. The SBCB reserves the right to deny the use of the Premises if at any time the conduct of the group or any member of the group is disruptive, destructive to the Facility, or if information is falsified on this Rental and Usage Agreement or the Hold Harmless/Indemnification Agreement. If a meeting or usage event in progress disturbs regular Facility operations, the SBCB reserves the right to immediately terminate the usage event. No fees or Deposits will be refunded in the event of termination.
15. If an hourly reservation is not used within 30 minutes after the reservation start time, the SBCB will make the room available to other groups.
16. Renter must observe occupancy capacities.
17. Renter and guests will not touch any thermostats.
18. The SBCB reserves the right to negotiate the use of the Premises for special activities, including adjustment of fees, Deposits, hours of operation, and promotions.
19. The use of videocassettes, DVDs, CDs or other recordings by the Renter or the Renter's guests on the Premises requires that the Renter has secured all necessary performance rights or that the Renter agrees to indemnify the SBCB for any failure on their part to do so.

THE FACILITY DOES NOT OFFER OR PROVIDE:

- AV equipment (audio/video)
- Linens
- Keys
- Cooking, serving or eating dishes, beverage ware, paper goods, or utensils.

OTHER INFORMATION:

- Capacity: 250
- Square Feet Main Room: 4,661 (59'x79')
- Tables and chairs available for use:
 - Ten 60" round tables
 - Twelve 8' rectangular tables
 - 100 folding chairs
- Wireless internet access. A temporary password may be provided for use during your usage event.
- Men’s and Women’s restrooms are ADA compliant.
- No dimmer switches available.
- Alcohol allowed at Facility only with required permits and security.
- Brooms, dust mops, wet mops, and buckets are available for use.
- Trash cans with liners are provided. The Renter is responsible for removing and disposing of all trash at the end of the usage event from the restrooms, kitchen, and main room. There is no trash service available.
Sizes of liners: 65 gal. trash bags fit the wheeled trash cans & 13 gal. bags fit the small trash cans.
- Helium balloons must remain secure and not allowed to float up to ceiling.
- For usage events lasting for more than two (2) days, custodial services may be provided.
- FIREPLACE USE: Renters must provide their own wood. The fire must be extinguished and the ashes fully cooled before you leave at the end of your reservation, plan accordingly.

VII. ADDITIONAL TERMS:

KITCHEN RENTAL

THE COMMERCIAL KITCHEN IS DESIGNED FOR USE BY CATERERS WITH A RETAIL FOOD LICENSE AND IS ONLY AVAILABLE FOR RENTAL WHEN RENTING THE PREMISES/FACILITY.

Kitchen Rentals fall under two categories:

Category 1 Light Use - outside food brought in and set up (no onsite-food preparation).

\$100.00 Damage Deposit and \$50.00 Cleaning Fee. The usage of all prep areas in the kitchen is for food serving only and Renter is allowed to use the refrigerator and the freezer.

Oven/stovetop cooking or food warming is not permitted.

Category 2 Full Use - full meal preparation, cooking and usage of the kitchen.

\$500.00 Damage Deposit and \$150.00 Cleaning Fee.

Using a licensed/insured caterer: Ten (10) days prior to the usage event, provide the Facility Event Coordinator with copies of the Renter's caterer's license and the caterer's general liability insurance that lists the four additional insureds.

Not using a licensed/insured caterer: Ten (10) days prior to the usage event, Renter must provide the Facility Event Coordinator with a copy of the proof of liability insurance in the amount of at least \$300,000.00 listing the four additional insureds.

KITCHEN RULES

1. Please leave the kitchen and its contents in the same condition in which you have found them.
2. All trash, garbage, and recycling must be removed by the Renter.
3. **Children under 16 are not permitted in the kitchen at any time.**
4. Any and all food currently in the kitchen is not to be used by Renter.
5. Cleaning fees are mandatory and non-refundable.
6. The group will be responsible for the replacement or repairs to any part of the kitchen or equipment therein, that has become broken, defaced or damaged as a result of the rental.
7. Damage deposits are based on replacement or repair costs incurred by the SBCB, and may exceed the deposit amount. *The SBCB may take legal action to recover these costs.*
8. A pre- and post- walkthrough will be required. The SBCB contact person will visually inspect the kitchen immediately following the function with the Renter or the Renter's representative. Within three days, the Renter will be contacted to discuss any damage noted during the walkthrough or additional damage found and what course of action will be taken.
9. During the usage of a **Category 2** rental, everyone using the kitchen and handling any and or all food items, must follow procedures as required by the El Paso County Health Department.
10. All food items must be removed at the end of the function. No food items may be stored for pick-up at a later date.
11. The SBCB assumes no responsibility for the preparation and service of any food items.
12. It is the responsibility of the Renter to provide their own cooking, serving, and eating dishes, beverage ware, paper goods, utensils, and all other items.

HOLD HARMLESS/INDEMNIFICATION AGREEMENT
SALLIE BUSH COMMUNITY BUILDING

This Hold Harmless/Indemnification Agreement is made by and between the Renter and the SBCB described on Page 1 and is Page 9 of the Rental and Usage Agreement.

In consideration for the use of the Facility, the parties hereby agree as follows:

1. Renter will not serve alcoholic beverages to any minor in violation of Colorado law.
2. Alcoholic beverages will not be served in conjunction with the use of the Facility unless, and until, the Renter has provided the SBCB with proof of liability insurance in the amount of at least \$300,000.00. Renter will provide the Facility Event Coordinator with that proof no later than ten (10) days prior to the usage event.
3. Renter agrees to indemnify, defend and hold harmless the SBCB, its officers, agents, and employees from and against any and all claims, damages, losses, liabilities, judgments and expenses, of whatever nature, including reasonable attorney fees arising from, during or in conjunction with the Renter's use of the Facility, of which may be caused in whole or in part by any act or omission of the Renter, or by any agent, employee, or guest of the Renter.
4. Renter agrees to indemnify, defend and hold harmless the SBCB, its officers, agents, and employees from and against any and all claims, damages, losses, liabilities, judgments, and expenses of whatever nature, including reasonable attorney fees, arising from, during or in conjunction with the Renter's service of alcoholic beverages within the building structure during, or in conjunction with the Renter's use of the Facility.
5. Renter further agrees to indemnify and reimburse the SBCB for any and all damages resulting to the Facility or Premises from the Renter's use of the Facility, normal wear and tear excepted.
6. Renter agrees that its use of the Facility as contemplated by this Agreement will be in compliance with all applicable Town ordinances, and State and Federal laws and regulations.
7. Renter agrees to comply with the Colorado Liquor Rules, 1 C.C.R. 203-2, and Renter specifically acknowledges the following: (a) the usage event is a private party hosted by the Renter, (b) Security is required (see Section V of this Agreement), (c) alcoholic beverages must be served and consumed inside the Building, (d) alcoholic beverages cannot be re-sold, and (e) alcoholic beverages cannot be served to any person displaying any visible signs of intoxication (see Reg. 47-900.A).
8. Should it become necessary for the SBCB or someone on their behalf to incur costs and expenses to retain the services of an attorney to enforce this Agreement or any portion hereof, or to present a defense to claims arising from the situations identified above, the undersigned agrees to pay the SBCB all costs and attorney fees hereby expended or for which liability is incurred.
9. The SBCB reserves, and the Renter recognizes and accepts, the SBCB's absolute right to terminate usage of the Facility and Premises at any time if any violation of this Agreement are violated.
10. *Organization:* The undersigned, signing on behalf of _____ as its _____ is empowered by said entity and by the authority of its Board of Directors, if applicable, to bind said Renter to the terms and conditions of this Agreement.

Responsible Party Signature: _____

Print Name and Title (if applicable): _____

Date Signed: _____

Facility's Event Coordinator

Date Signed

Renter's Initials: _____