



The Sweetest Town to Beet

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TOWN OF SUGAR CITY
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FACILITIES USE AGREEMENT

THIS AGREEMENT ("AFREEMENT") is made by and between the TOWN OF SUGAR CITY, a municipal corporation of the State of Colorado, 205 Colorado Ave, Sugar City, Colorado 81076 (the "TOWN") and _____ (the "USER"), for the express purpose of obtaining short-term use of the FACILITY, as described and provided for in this AGREEMENT. This AGREEMENT is effective following proper execution by the USER on the date of execution by the TOWN as indicated below.

1. FACILITY: Community Center
2. Event: Throughout this AGREEMENT the terms "EVENT" shall mean and refer to any activity in connection with the use of the Facility from the time the User first leases and/or enters the Facility until they have broken down, cleaned up and vacated the Facility. Events with fewer the 50 people is \$25.00 per hour (3 hour minimum). Events with 50 or more people is \$30.00 per hour (3 hour minimum). Use of kitchen to include any all details of the kitchen is \$30.00 per hour. The deposit for clean up and damage is \$75.00. Administrative fee (nonrefundable) is \$25.00.
3. EVENT MANAGER: _____
4. DATE(S) and TIME(S) of the EVENT: _____
SET UP HOURS: _____
EVENT HOURS: _____
TAKEDOWN HOURS: _____
5. EXPECTED ATTENDANCE: _____
6. **AGREEMENT FOR USE OF FACILITY:** The TOWN hereby agrees to allow the use and occupancy of the FACILITY by the USER for the EVENT during the dates and times provided above and the USER agrees to strictly conform to the terms and conditions of the AGREEMENT. Failure of the USER to fully and timely comply with the terms and conditions of the AGREEMENT shall release the TOWN from any obligation to provide the FACILITY to the USER as provided in this AGREEMENT.
7. **DEPOSIT FOR DAMAGES AND CLEAN-UP:** The USER shall deliver to the TOWN prior to the TOWN'S execution of this AGREEMENT a deposit in the amount of \$75.00 ("CLEANUP/DAMAGE DEPOSIT"). The CLEANUP/DAMAGE DEPOSIT shall be in the form of cash or check and, if made by check, shall be made payable to the Town of Sugar City. At the sole discretion of the TOWN, payment of the CLEANUP/DAMAGE DEPOSIT may be required in the form of certified funds or other guaranteed funds.

The CLEANUP/DAMAGE DEPOSIT shall be refunded in full in the event that the TOWN receives *written* notice of cancellation of the EVENT at least THIRTY (30) days before the scheduled date of the EVENT.

8. **CONFORMANCE WITH TOWN POLICIES:** The USER shall conduct the EVENT in accordance with the following policies and requirements applicable to the FACILITY.
 - A. The USER is aware that the FACILITY is a public meeting room and therefore the USER shall take all steps necessary to prevent any damage and shall be responsible to the TOWN for any damage caused thereto.
 - B. No smoking shall be permitted at anytime in any building or structure within the FACILITY, unless previously approved by the TOWN.
9. **USER'S OBLIGATION TO SUPERVISE EVENT:** The USER shall use every effort to supervise the EVENT and ensure conformance with the requirements of this AGREEMENT in the conduct of the EVENT. The USER understands that failure to conduct the EVENT in strict accordance with this AGREEMENT will constitute breach of the AGREEMENT and the TOWN may immediately terminate the AGREEMENT for such failure. Unless otherwise agreed by the TOWN, the USER's Event Manager shall be in attendance at all times during the EVENT.
10. **EVENT EQUIPMENT, MATERIALS AND STAFF:** The USER shall supply, set up, and take down all equipment and materials necessary for the EVENT. In addition, the USER shall provide all staffing necessary for the EVENT, including but not limited to set up and take down personnel.
11. **ADDITIONAL SERVICES OR ACCOMMODATIONS:** The TOWN may, at its discretion, require that the USER provide for other services or accommodations reasonably necessary to serve the EVENT. In the event that the TOWN requires the USER to provide such additional services or accommodations as part of this AGREEMENT, such requirements shall be stated in an addendum to this AGREEMENT acknowledged by the TOWN and the USER, and such addendum shall be incorporated into this AGREEMENT.
12. **ATTENDANCE:** The TOWN reserves the right to limit the number of persons in attendance at the EVENT to the number specified by the USER in this AGREEMENT.
13. **LIABILITY AND INDEMNIFICATION:** The USER shall neither hold nor attempt to hold the TOWN liable for and will hold harmless and indemnify the TOWN, its officials, board members, agents and employees, to the fullest extent allowed by law, from and against any and all demands, claims, suits, causes of action, or judgments, arising from any personal injury, loss of life or damage to property incurred by the USER, its employees, agents, representatives, subcontractors, concessionaires and/or vendors, or by members of the public, whether participants, guests or spectators, while participating in, viewing, setting up, operating, or taking down the EVENT, and from and against all costs, attorneys fees, expenses and liabilities incurred by the TOWN in connection with any such claims, the investigation of, or the defense of any action or proceedings brought thereon, and from any judgments,

orders, decrees or liens resulting there from for any conditions or damages relating to the EVENT. The USER shall also be responsible for any costs necessary to repair damage done to the FACILITY or other property of the TOWN arising from the EVENT.

- 14. CLEAN-UP OF FACILITY:** The USER shall restore the FACILITY to the same condition the facility was in prior to the EVENT and shall clean the FACILITY of all litter, trash, and debris, and shall remove all USER'S equipment and materials used or generated in conjunction with the EVENT. **Upon satisfactory clean-up of the Town's facilities as determined by the Town Foreman's inspection,** the CLEANUP/DAMAGE DEPOSIT shall be returned to the USER or the USER'S REPRESENTATIVE. In the event that the USER fails to adequately clean the FACILITY or remove all equipment, the TOWN shall retain the CLEANUP/DAMAGE DEPOSIT. In the event such costs exceed the amount of the CLEANUP/DAMAGE DEPOSIT, the USER shall pay to the TOWN such additional amounts and the failure to pay such costs within ten (10) days of receipt of notice of such additional cost shall constitute breach of this AGREEMENT.
- 15. DAMAGES TO THE FACILITY:** The USER shall preserve and maintain the FACILITY in the same condition that existed prior to the EVENT. Upon written request by the USER, the USER is entitled to a pre-EVENT inspection with the Town Foreman for the purpose of determining the condition of the FACILITY. In the event of any damages to the FACILITY occurring during the EVENT, including USER'S activities prior to and following the EVENT, the actual cost of repair, replacement, or remedy of such... damage shall be deducted from the USER'S CLEANUP/DAMAGE DEPOSIT. In the event such costs exceed the amount of the CLEANUP/DAMAE DEPOSIT, the USER shall pay to the TOWN such additional amounts and the failure to pay such costs within ten (10) days of receipt of notice of such additional cost shall constitute breach of this AGREEMENT.
- 16. NO RESPONSIBILITY FOR PROPERTY:** The TOWN shall not be responsible for loss, theft, or damage to property of the USER, the USER'S REPRESENTATIVES, or agents, guests, customers, invitees, permittees, vendors, or suppliers of the USER.
- 17. TERMINATION OF AGREEMENT:** The TOWN may terminate This AGREEMENT at any time if the USER breaches the terms of the AGREEMENT. The TOWN may unilaterally terminate this AGREEMENT or the USER upon written notice received by the other party not less than five (5) days before the date of the EVENT. In the event that the USER terminates this AGREEMENT, the TOWN shall make no refund of all or any part of the fee required by paragraph 2 of this AGREEMENT. In the event of termination by the TOWN for any reason other than breach of the AGREEMENT by the USER, the TOWN shall refund to the USER the fee and any DAMAGE DEPOSIT paid by the USER.
- 18. LIMITATION OF TOWN DAMAGES:** The TOWN'S liability shall be limited to the amount of the DAMAGE DEPOSIT for breach of this AGREEMENT. Unless otherwise

provided by law, the TOWN shall not pay attorneys fees or legal costs or expenses resulting from the USER'S enforcement of this AGREEMENT.

19. NO TRANSFER OR ASSIGNMENT: This AGREEMENT shall not be transferred or assigned by the USER without the prior written consent of the Town which may be withheld for any reason.

20. AMENDMENT: Only an instrument in writing signed by the USER and the TOWN may amend This AGREEMENT.

USER: I have read and understand this AGREEMENT and any attachments hereto and agree to adhere fully to all terms and conditions of this AGREEMENT and any documents attached hereto or incorporated herein by reference. I certify that I am at least eighteen (18) years of age at the date of this signature and that I am authorized to execute this Agreement as a representative of the organization listed as the USER.

Name: _____

Date: _____

Address: _____

Telephone: _____

City: _____

State: _____ Zip Code: _____

ATTEST:

Town of Sugar City

Town Clerk

Mayor