

ASPEN PARK COMMUNITY CENTER

RENTAL AGREEMENT

Aspen Park Improvement
Association
PO Box 772
Conifer, CO 80433

AspenParkImprovementAssoc@gmail.com
720 403 7090
720 507 0369

Date(s) to be rented: _____ Start & end hours of rental: _____

Type of function to be held: _____

Name of Renter: _____

Address: _____

Mailing Address: _____

Phone Number: _____ Email: _____

RENTAL AGREEMENT

AGREEMENT: This agreement is between Aspen Park Improvement Association (APIA) and _____ (Renter) for the use of Aspen Park Community Center located at 26215 Sutton Rd, Conifer, Colorado 80433 (Venue), is entered into on this _____ day of _____, 20 __ , and constitutes the entire agreement between the parties. This Agreement shall not be changed or amended except in writing, signed by both parties and attached to this agreement. Any such written changes or amendments shall become a part of this Agreement for all intent and purposes.

FACILITIES PROVIDED: The APIA agrees to furnish to Renter, on the agreed upon date, the use of the Venue. Said Venue holds maximum 99 people. Occupancy may be subject to change by state or local order. The APIA will furnish whatever number of chairs and tables it has available on the rental date. It is the Renter's responsibility to determine if the number of table and chairs available are sufficient for the Renter's use. The APIA may make available to Renter the kitchen located in the center which has a refrigerator, stove, sink and microwave. The APIA does not warrant or guarantee the sufficiency or function of any item in the kitchen.

TYPE OF RENTALS: The Venue is normally rented for social functions with family and/or friends. The functions include, but are not limited to, family reunions, birthday, graduation & anniversary parties, club meetings and wedding receptions. Any other use is considered a commercial use and

an additional commercial use fee applies. Non Profit clubs and groups may rent the center at discounted rates under certain circumstances.

DEPOSIT: A one time \$ 100 damage deposit is required at the time this rental agreement is signed. Pay by credit card, electronic payment, check or cashier's check. Deposit is due at rental agreement signing. **Cancellation** of rental by Renter with less than 14 days notice will result in loss of ½ of deposit, cancellation with 7 days or less notice will result in loss of full deposit. Otherwise, the deposit will be refunded no later than 10 business days after the end of lease provided the Renter fulfills all the agreement requirements. Renter's Initial _____

If a Renter's check is returned as NSF, Renter shall pay APIA the amount of the NSF check plus any bank fees charged to APIA as a result of the NSF check via Credit Card, Certified Check or USPS Money Order. Credit Card payments include a processing fee. APIA reserves the option to terminate lease early due to NSF check payment by Renter. Renter's Initials _____

INDEMNITY APIA shall not be liable and Renter hereby waives all claims against APIA for any damage to any property or any injury to any person in or about the Venue Premises and its related properties by or from any cause whatsoever. Renter shall protect, indemnify and hold APIA harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any loss or damage to any property, equipment (whether personal or real) or any injury to any person occurring in, on or about the Venue Premises and its related properties to the extent such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of renter, its agents, servants, employees, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the renter in or about the Venue Premises and related properties or from transactions of the renter concerning the Venue Premises and related properties; (c) renter failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Venue Premises and its related properties or its occupancy; or (d) any breach or default on the part of renter in the performance of any covenant or agreement on the part of the renter to be performed pursuant to this Lease. The provisions of this Article shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination Renter's Initials _____

RENTAL RATE & POSSESSION: Non-members: \$30/hr(4hr min) _____ Nonprofit: \$20/hr _____
Aspen Park Property Owner APIA Member \$120 Full Day (8hrs) _____ \$60 Half Day _____ Free for 2 hrs _____
APIA Associate Level Member (non property owner) \$160 Full Day _____ Half Day \$80 _____
Digital Projector & Screen Use Half Day(4hrs) \$25 _____ Projector Full Day (5hrs or more) \$30 _____

Commercial Use Fee in Addition to rental fee:

2 Vendors or less: \$50_____ 3-6 Vendors \$100_____ 7-12 Vendors \$150_____

13-16 Vendors(max)\$200___ "Open" Sign Rental \$10 Half Day___ \$20 Full Day___

Full Payment must be received in full at least three (3) weeks before the event is scheduled. On the day of the function for which the Venue is rented, the Renter may take possession and use only for the designated term of rental time. The key code to the venue will be emailed or sent via text to the Renter 15 minutes before the scheduled time for which the Venue was rented. If the center is not rented the day before Renter's function, Renter may be allowed to decorate and arrange furniture for an additional charge of \$50.00 per two hours. Renter's Initial_____

Any continued possession of the premises beyond the terms hereof by Renter shall be deemed possession of the premises by Renter beyond the terms of the renter agreement, and Renter will be charged an additional sum of \$50 per hour for any hour of time (minimum charge of 1.0 hour) in excess of the agreed-upon rental time. The end of the rental time is when the Renter shall be completely out of the building and all clean-up complete. Any caterers, or any other persons retained by the Renter must also be out of the building by the end of the renter period.

Renter's Initials _____

CLEAN AFTER EACH USE The venue shall be left in clean condition after each use. The general rules (below) define what measure must be taken to clean the premises. If the venue is not cleaned after each rental period, Renter will be assessed an additional charge of \$50.00/hr cleaning fee per occurrence. Renter's Initial_____

NO FIREWORKS, SMOKING, or VAPING Fireworks, Smoking, Vaping, or Smokeless Tobacco Are Prohibited in or around our center. Failure to follow this rule will result in full loss of deposit. Renter's Initial_____

ALCOHOL If alcohol is served Renter may be required to obtain special event insurance. A copy of the insurance policy must be given to APIA at time of signing the rental agreement if required.

- Renter is responsible for ensuring that all persons who drink are of legal drinking age and all state laws are observed.
- Alcohol must be restricted inside the community center. No alcohol allowed outside the premises.

Renter's Initial_____

DEPOSIT REFUND: Deposit refund will **NOT** be prorated, if the Renter fails to fulfill all the requirements of the Agreement, the Renter's deposit **SHALL NOT** be refunded. Further, if APIA is required to expend funds in excess of Renter's deposit due to the Renter not fulfilling the requirements listed below, said Renter explicitly agrees to reimburse the APIA for the excess funds spent by the APIA. Renter's Initial _____

WELL & SEPTIC SYSTEM CARE Renter's Initials _____

Use water for Typical Kitchen and Bathroom Needs Only. No outside water use.

- Do not put feminine products (pads, tampons), disposable wipes (baby wipes, clorox wipes, kleenex), diapers, or excessive toilet paper in the toilet.
- Do not put food, coffee grounds or pour grease or oil down the kitchen sink.

GENERAL RULES Renter's Initials _____

Normal Capacity: Maximum 99 people by order of the Elk Creek Fire Department.

- **Capacity subject to change by state or local orders**, see lease addendum if applicable.
- **The Community Center is available for rent between the hours of 7am and 10pm.** Your rental time frame must fall within these hours.
- **No Smoking or vaping inside the building.**
- **No parking on the sidewalk in front of Center.** This area is for handicap access and loading/unloading only. Encourage guests to park on side streets or in RTD parking lot.
- **No Fireworks/pyrotechnics** inside, outside and/or around the venue and related property.
- **Fireplace is Not Available as an amenity at this time.** Do not use or burn anything in the fireplace.
- **None of the Center Equipment is to be taken outdoors, removed from the building or removed from the walls. This includes chairs, tables, pictures, the wooden door by the coat rack or any other items..** Please wipe down tables after use. Restack tables and chairs where and how they were found.
- **In inclement weather, it is the renter's responsibility to keep the sidewalk, stairs & ramp clear of ice & snow.** Shovels and snow melt are provided in the entryway.
- **Please use paper towels (or bring your own rags) to clean spills.** The dish towels and sponges provided by the Aspen Park Community Center are to be used for cleaning dishes and wiping down the kitchen counters only. Leave any used dish towels to air dry so we can wash them.
- **All exterior doors are to remain unlocked while the Community Center is in use.**
- **Do not sit on kitchen counters.**
- **Do not use push pins, tacks, nails, hooks or duct tape on walls or ceiling.** Use only paint safe tape like painters tape or masking tape.
- **Spills on the wooden floor:** immediately clean with a dry rag then wipe with a barely damp cloth.
- **Please enjoy our Peace Park but Do Not Disturb or Move Any Rocks, Benches, etc.**

Requirements for refund of Renter's deposit are as follows: Renter's Initials _____

- The Venue is smoke free. Tobacco use, including vaping and smokeless tobacco is prohibited.
- Fireworks/ pyrotechnics are prohibited inside, outside and/or around the venue and related property.
- If alcohol is used, special event insurance may be required of renter. Renter is responsible for ensuring all state laws are obeyed, no outdoor use and no damage to the facility or its property.
- Please enjoy our Peace Park but Do Not Disturb or Move Any Rocks, Benches, etc.
- Wipe all kitchen countertops, refrigerator, sink and the kitchen stove (if used).
- Wipe tables & chairs clean. Return all tables and chairs where (and how) they were found.
- Sweep the floors and clean up any spills.
- If there is a spill on the wooden floor, it is to be wiped with a barely damp cloth only after you have cleaned your spills with a dry rag.
- Vacuum rugs in the entry hall.
- Vacuum upholstered benches with vacuum hose attachment.
- Clean both restrooms including toilets.
- Mop bathroom and kitchen floors if needed. Do Not Mop the Wood Floor, it will leave streaks.
- Remove all of your food from the refrigerator.
- Wash, dry, and put away any community center dishes and utensils that you use during your rental.
- Leave community center towels and sponges to air dry in the provided bucket.
- Remove all trash, including from the kitchen and bathrooms.
- Remove anything you brought with you including decorations or food.
- Lock all doors and windows, including back doors, window in the kitchen and window in restroom. The levers on the window locks should be in the down position.
- Complete any additional requirements on lease addendum(s)
- Turn thermostat to 62 degrees.
- Turn off all lights and close all window shades.
- Lock front door and check to ensure the lock is engaged.

By signing this Rental Agreement, Renter acknowledges having read and comprehends and understands that this Rental Agreement is binding on both parties and the organizations they represent.

Renter Signature & Date

APIA Representative Signature & Date

APIA use only

Date Deposit Paid _____

Receipt or Check No. _____

Amount of Deposit Paid _____

Date Rent Paid _____

Receipt or Check No. _____

Amount of Rent Paid _____

Cleaning Fee _____