

FACILITY USE AGREEMENT – HOWELSEN HILL HUTS

PLEASE COMPLETE AND SUBMIT THIS FORM WHEN YOU ARRIVE AT HOWELSEN HILL

In consideration of use of the facilities of the City of Steamboat Springs (Howelsen Hill Huts – 845 Howelsen Parkway), the undersigned hereby agrees to the following:

_____ (Initial) **1. Combination Code.** Obtain your combination code for hut access from the Howelsen Hill Concession Stand at the Howelsen Hill Lodge (845 Howelsen Parkway) the day of your rental. The Howelsen Hill Concession Stand is open Monday – Friday from 11 AM to 8 PM and Saturday – Sunday from 10 AM to 4 PM.

_____ (Initial) **2. City Released from Liability.** The undersigned indemnifies and holds harmless the City of Steamboat Springs and its officers, agents and employees from any and all liability, damages, loss, cost and expenses on account of any claim, suit or action made or brought against the City, its officers, agents, or employees for the death of or injury to persons or destruction of property arising out of or claimed to arise out of the use of the facilities of the City and Howelsen Hill Ski Area pursuant to this Facility Use Agreement.

_____ (Initial) **3. COVID-19 Release.** The City of Steamboat Springs and Howelsen Hill Ski Area has put preventative measures in place to reduce the spread of COVID-19; however, we cannot guarantee that you will not become infected with COVID-19 when utilizing the facility. The undersigned acknowledges the contagious nature of COVID-19 and voluntarily assume the risk that they may be exposed to, or infected by, COVID-19, and that such exposure or infection may result in personal injury, illness, permanent disability and death. The undersigned understand that the risk of becoming exposed to or infected by COVID-19 that may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City of Steamboat Springs and Howelsen Hill Ski Area employees, other renters or guests.

_____ (Initial) **4. Outside Food, Beverages & Alcoholic Beverages.** The undersigned agrees not to bring outside food, beverages and alcoholic beverages into the huts. Food and beverages (including alcoholic beverages) are available at the Howelsen Hill Concession Stand and are allowed inside the huts.

_____ (Initial) **5. Dogs.** Dogs are not allowed at Howelsen Hill Ski Area or the Howelsen Hill Huts, with the exception of service animal.

_____ (Initial) **6. Cleaning.** Clean up and trash removal is the responsibility of the undersigned. Tables and chairs are not permitted outside. Return all furniture to original location, remove large pieces of trash from floor, haul trash and deposit into outside trash cans near Howelsen Hill Lodge. Staples and nails are NOT allowed to affix items to the building in any manner. Allowable items include tape or removable wall hooks. Remove all adhesives from wall prior to departure.

_____ (Initial) **7. Vacating the Hut.** No refunds due to partial use of reserved time. The undersigned agrees to vacate the premises at the agreed-upon time and also understands that they cannot occupy the facility prior to their contracted time. All users must vacate the huts by the end of lift operations (8 PM Monday – Friday and 4 PM Saturday – Sunday). The undersigned must reserve adequate clean-up time and begin cleaning up and collecting items no later than 15 minutes prior to the end of lift operations. The undersigned agrees to lock hut with combination lock when leaving.

_____ (Initial) **8. Unforeseen Circumstances.** In the event of mechanical failure or other unforeseen occurrences that render the fulfillment of this agreement by the City of Steamboat Springs and Howelsen Hill Ski Area impossible or impractical, this agreement shall be terminated or suspended at the City's option, and the undersigned waives any claim for damage or compensation should this agreement be terminated. No cancellations will be made for weather or if the renter becomes ill and can no longer utilize their reservation.

_____ (Initial) **9. Cancellation.** Requests for cancellation of this agreement must be received 72 hours prior to reservation to receive a full refund minus an administrative fee of \$10 or 10% of the user fees (whichever is greater). Notifications not meeting this requirement will result in loss of a one-day rental.

_____ (Initial) **10. Capacity.** The undersigned agrees to not exceed the maximum person capacity of 8 and confirms that all users are from the same household due to current state and local public health orders.

_____ (Initial) **11. Vehicles.** No motor vehicles are allowed on the fields where the Howelsen Hill Huts are located. The City of Steamboat Springs and Howelsen Hill Ski Area does not guarantee on-site or nearby parking. Car-pooling and alternative transportation is strongly recommended.

FACILITY USE AGREEMENT – CONTINUED

____ (Initial) **12. Laws.** The undersigned agrees to follow all current federal, state, and local laws on premises, and in regards to this rental, regardless of when the reservation is made.

____ (Initial) **13. Payment.** Payment in full must be made at the time of reservation, either online, or in-person.

____ (Initial) **14. Lost or Stolen Items.** The City of Steamboat Springs and Howelsen Hill Ski Area are not responsible for any lost or stolen items. It is the renter's responsibility to keep track of their personal items and to lock hut when not in use.

____ (Initials) **15. Lost/Stolen Locks.** The undersigned agrees to pay a \$20 replacement fee for lost or stolen hut locks.

____ (Initials) **16. Loud/Offensive Music.** The undersigned agrees to play music at a respectful volume level and refrain from playing music that includes profanity, racial slurs, or may be offensive to others.

____ (Initial) **17. Phone Number.** You agree, by providing us with your landline or cell phone number(s), you give express authorization to contact you at those numbers, as well as authorize such contact by our agents and assigns. This express authorization also applies to any landline or cell phone number(s) you may acquire in the future. We may also contact you by sending text messages or emails, using any e-mail address you provide to us. Methods of contact may include using prerecorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

GENERAL INFORMATION AND EXPECTATIONS

#1: Compliance with Public Health Orders. This rental must comply with any and all federal, State of Colorado, or Routt County public health orders (or waivers thereof, as applicable) and City/Howelsen Hill rules and policies that are in effect at the time of the rental in response to the COVID-19 pandemic, including but not limited to mask requirements, social distancing rules, and personal gathering size limitations. The City and Howelsen Hill is not responsible for informing renters of public health orders in effect, nor of facilitating compliance with public health orders.

#2: Self-Enforcement. It is the responsibility of the renter to self-enforce any and all federal, State of Colorado, or Routt County public health orders and City/Howelsen Hill rules and policies, mitigation protocols, and social distancing plans. Renters are expected to, at a minimum, have a plan in place for compliance with all rules, and communicate with all attendees and fellow hut users to ensure compliance with these rules. Renters are expected to mitigate compliance problems in real time and ask individuals to vacate the hut if their compliance is impossible.

#3: Revocation and Denial of Rental. The City/Howelsen Hill reserves the right to terminate the rental at any time for non-compliance with any condition of this agreement, including noncompliance with public health orders. Failure to comply with the conditions of this agreement may result in denial of future rental requests.

Cleaning, Damage & Clean-Up Fees: A CREDIT CARD WILL BE REQUIRED WITH YOUR RESERVATION REGARDLESS OF YOUR PREFERRED PAYMENT METHOD. The City does not collect a damage deposit, the card on file will only be charged in the case of damages or failure to meet any of the above clauses. If these clauses are not met, you will be notified, and the City will charge additional fees to the credit card on file. If the City is not able to charge your card on file for any reason, the undersigned agrees to be billed in the event of damage/excess cleaning incurred and will provide another form of payment for the additional fees within 3 days of being notified of the failed payment.

I have read the foregoing and the definitions and fee schedules and incorporated herein by this reference. I fully understand my rights and obligations in connection with use of the Howelsen Hill Hut facility. I understand that not following these rules and conditions will be grounds for additional charges and denial of future City of Steamboat Springs and Howelsen Hill Ski Area facility reservations.

Signed: _____ **Date:** _____

By signing above, you authorize the City of Steamboat Springs to charge your credit card for rental fees, and tax unless paid by another method. You are also authorizing any and all damage or cleaning charges incurred from your City of Steamboat Springs Facility Rental.

CONTACT & CREDIT CARD INFORMATION

Print Name: _____ Daytime Phone: _____

Date(s) Of Your Reservation: _____

Email Address: _____

STAFF NOTES:

Rental Fees: \$ _____ Tax ID #: _____ Payment Received: ____/____/____ Receipt #: _____

Payment Type: Cash \$: _____ Check #: _____ CC (last four digits): _____ Exp.: ____/____ CVV: _____

Credit Card: **VISA** **MASTERCARD** **DISCOVER** **AMERICAN EXPRESS**

Name (as appears on card): _____

Credit Card Number: _____

Exp. Date: _____ CVV (security digits): _____