

Facility Use Agreement – Community Center

(Please complete and submit this form with your payment & your insurance certificate (if required).)

In consideration of use of the Community Center, 1605 Lincoln Avenue, a facility of the City of Steamboat Springs, the undersigned hereby agrees to the following:

1. **Release of 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 pursuant to this Facility Use Agreement.
_____ (Initial)
2. **Timing of Event: The undersigned must allow adequate set-up and clean-up time when scheduling the Community Center.** The undersigned must pay for time reserved. No refunds due to partial use of reserved time. Time not reserved may be booked for another user. The undersigned agrees to vacate the premises at the agreed-upon time and also understands that they cannot occupy the facility prior to or after their contracted time. **Failure to comply may result in additional fees.**
_____ (Initial)
3. **15 Days to Pay:** To guarantee your reservation, submit the contract (Facility Use Agreement), and make payment within 15 days from the date your reservation is approved. Reservations made within 30 days of the date of use must be paid in full immediately. **A credit card is required with your reservation as security for additional fees such as extended reservation times, damages or non-compliance with this agreement.**
_____ (Initial)
4. **Cancellation:** Request for cancellation of this agreement must be received 2 weeks prior to reservation to receive a full refund less a \$50 processing fee. Notification not meeting this requirement will result in loss of a one-day rental.
_____ (Initial)
5. **Permission to serve Alcohol:** The City Clerk's office must be contacted at (970) 879-2060, ext. 248; after review of the request for the serving of alcohol beverages, the City Clerk will recommend approval or disapproval of the request to the City Manager via a written memorandum. User will receive approval in written form from the City Clerk's office.
 - a. If the undersigned represents a **Non-Profit Organization**, the serving of alcoholic beverages to the public, must be pre-approved via a **Special Events Permit. This Permit may take up to 30 days to obtain.**
 - b. If the undersigned represents the **General Public or a Commercial Organization**, the serving of alcoholic beverages is allowed without a Special Events Permit, provided that the event is by invitation only, not open to the public, no public advertising and no money is involved (no cash bars and the cost of the alcohol cannot be hidden in an entry fee).
 - c. Alcoholic beverages are **NOT** permitted outside of the Community Center._____ (Initial)
6. **A Certificate of Insurance**, or proof thereof, for \$1,000,000 of general liability coverage with the City of Steamboat Springs as a named additional insured, shall be provided by the undersigned **if event is open to the public (or not by invitation only)**. This may be faxed to (970) 879-8851 or emailed to communitycenter@steamboatsprings.net.
_____ (Initial)
7. **Key: The key can be picked up at the City Hall Offices located at 137th 10th Street. Please return the key to City Hall within 2 days after your reservation. If offices are closed please return the key to the drop box located to the left of the front door of City Hall. Hours are Monday - Thursday 7:30am - 5:30pm.**
 - a. You may be charged a \$20.00 fee if you do not pick up keys during office hours or a \$20.00 replacement fee if you lose the keys or fail to return them within 2 days of your reservation._____ (Initial)

Facility Use Agreement – continued

8. **Security:** Security of the Community Center is the undersigned's responsibility during the scheduled time. The undersigned must lock the facility (doors & windows) when leaving. **Failure to do so may result in additional fees.**
_____ (Initial)
9. **Cleaning:** Cleaning materials and supplies are provided in the janitorial closet. Return all furniture to original location. Empty all trash receptacles and deposit trash into outside dumpsters. Dry mop all wood floors. Vacuum carpeted areas. Clean up spills as soon as possible. Clean restroom fixtures, sinks, counters and floors. Clean kitchen appliances, sinks, counters and floors. You may be responsible for additional fees in the event this clause is not met. Damages are the responsibility of the undersigned.
_____ (Initial)
10. **Food Concessions:** The sale or distribution to the public of food or concession items must be pre-approved by obtaining a Special Activity Permit from the City and/or a letter of support from Routt County Environmental Health (870-5588).
_____ (Initial)
11. **Sale of Goods:** If you will be selling any items (tangible personal property), you must present a copy of your City of Steamboat Springs Sales Tax License. For an application or questions regarding City of Steamboat Springs Sales Tax, please contact our Sales Tax Division at 970-871-8233 or visit them at City Hall located at 137 10th Street.
_____ (Initial)
12. **Capacity:** The undersigned agrees to not exceed the maximum person capacities as determined by building code of 175 (seated) and 350 (without seating)
_____ (Initial)
13. **Parking:** The City of Steamboat Springs does not guarantee on-site parking.
_____ (Initial)
14. **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 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.
_____ (Initial)
15. **Laws:** The undersigned agrees to follow all federal, state and local laws on premises and in regards to this rental. **Dogs are not allowed in city buildings with the exception of service animals.**
_____ (Initial)
16. 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.
_____ (Initial)

Facility Use Agreement – continued

Damages, Cleaning & Timing of Event:

A credit card will be required with your reservation regardless of your preferred payment method.

DAMAGES: The City does not collect a damage deposit at the time of your reservation, the card on file will only be charged in the case of damages including carpets stains or failure to meet 2, 8 & 9. **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.

CLEANING: It is the responsibility of the renter to leave the Community Center in a clean and orderly condition. Cleaning materials and supplies are provided in the janitorial closet. Return all furniture to original location. Empty all trash receptacles and deposit trash into outside dumpsters. Dry mop all wood floors. Vacuum carpeted areas. Clean up spills as soon as possible. Clean restroom fixtures, sinks, counters and floors. Clean kitchen appliances, sinks, counters and floors. Damages are the responsibility of the undersigned. **You may be responsible for additional fees in the event this clause is not met.**

TIMING OF EVENT: The undersigned must pay for time reserved. No refunds due to partial use of reserved time. Any time not reserved may be booked for another user. The undersigned must allow adequate set-up and clean-up time when scheduling the Community Center. The undersigned agrees to vacate the premises at the agreed-upon time and also understands that they cannot occupy the facility prior to or after their contracted time. **Failure to comply may result in additional fees.**

I have read the foregoing and the definitions attached hereto, and incorporated herein by this reference. I fully understand my rights and obligations in connection with use of the Community Center.

RESERVATIONS ARE NOT FINAL UNTIL A SIGNED FACILITY USE AGREEMENT AND FULL PAYMENT IS RECEIVED.

Signed: _____

Date: _____

Please Print your Name: _____

Daytime Phone Number: _____

Date of your Event(s): _____ **Group/Event Name:** _____

➤ Use Fee Amount: \$ _____ Cash _____ Check # _____ Credit Card _____

➤ Insurance Certificate (if required - please check one):

Enclosed _____

Insurance company to provide _____

N/A _____

Facility Use Agreement – continued

Please sign below **ONLY** if renting Kitchen

1. Kitchen rental consists of access to ovens, stoves, microwave, sinks, dishwasher, ice machine and public refrigerator and freezer. _____ (Initial)
2. Public refrigerator is a standard sized free standing refrigerator located behind the entrance to the kitchen. _____ (Initial)
3. Public freezer is a half-sized free standing freezer located next to the stove across from the refrigerator. _____ (Initial)
4. Renters will be responsible for providing all their own cooking and serving utensils, dishes, glasses, and linens. _____ (Initial)
5. It is the Responsibility of the renter to leave the kitchen in a clean and orderly condition. Kitchen appliances, sinks, counters and floors must be wiped down and/or mopped. _____ (Initial)
6. It is the responsibility of the renter to remove any and all event items from the community refrigerator, freezer, kitchen and rented room by the end of the reservation time. No items are to be left in the building nor outside by the dumpsters. Unused food items will be disposed of by the renter. _____ (Initial)
7. **Use of kitchen does NOT include: use of the walk-in cooler, walk-in freezer or dry storage. These areas are property of the Routt County Council on Aging. The City does not have access to these areas nor does The City have access to keys for RCCOA's property.** _____(Initial)

Signature of Renter

Date signed

City of Steamboat Springs
P.O. Box 775088, Steamboat Springs, CO 80477
Attn: Community Center
communitycenter@steamboatsprings.net
Phone: (970) 879-2060 Fax: (970) 879-8851
www.steamboatsprings.net