

**Facility Use Agreement – Mesa School House**  
(Please complete and submit with your payment & insurance certificate (if required)).

In consideration of use of the Mesa School House, 33985 South Highway 40, 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 Mesa School House.** 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 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 room rental.**  
\_\_\_\_\_ (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.  
\_\_\_\_\_ (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 Mesa School House is the undersigned's responsibility during the scheduled time. The undersigned must lock the facility (doors and windows) when leaving. Failure to do so may result in additional fees. There is no exterior lighting on the Mesa School House Property. Lights will only be in use while a function is going on. When the Mesa School Building is not in use the lights must be turned off, please be sure to do this prior to leaving.  
\_\_\_\_\_ (Initial)
9. **Cleaning: Clean-up and trash removal is the responsibility of the undersigned.** Return all furniture to original location, remove large pieces of trash from floor, empty all trash receptacles, clean and put away kitchen items used, remove your items from the refrigerator, clean all appliances used and etc. There is not a trash dumpster on site so please take all trash with you. Vacuuming is not necessary; please sweep floor/ carpet if necessary. Additional fees may apply 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. **Defined Hours of Use: Depending on the weather the facility is rentable May 1st through September 30th.** Use of the Mesa School House property is from 7:00 a.m. to 10:00 p.m.; no outside activity is allowed after 9:00 p.m. If a tent or canopy is erected it must be taken down the day of the event by 9:00 p.m. The facility is closed October 1<sup>st</sup> through April 30th. **Failure to comply may result in additional fees.**  
\_\_\_\_\_ (Initial)
12. **Signage:** No signage, commercial activities (this includes but is not limited to auctions, bake sales, flea markets and trade shows), smoking or open flame, or port-o-lets are permitted on Mesa School House Property.  
\_\_\_\_\_ (Initial)
13. **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)
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. **Capacity:** The undersigned agrees to not exceed the maximum person capacities of 49 as determined by the building code.  
\_\_\_\_\_ (Initial)
16. **Parking:** The City of Steamboat Springs does not guarantee on-site parking, there are only 25 parking spaces; and parking is only allowed in the designated parking area. No overnight parking is allowed.  
\_\_\_\_\_ (Initial)
17. The undersigned agrees that, in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, the City of Steamboat Springs may charge additional fees to the full amount of such damage, loss, or injury. Applicant will promptly reimburse the City of Steamboat Springs for all costs associated therewith upon billing by the City of Steamboat Springs.  
\_\_\_\_\_ (Initial)
18. 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: Clean-up and trash removal is the responsibility of the undersigned.** Return all furniture to original location, remove large pieces of trash from floor, empty all trash receptacles, clean and put away kitchen items used, remove your items from the refrigerator, clean all appliances used and etc. There is not a trash dumpster onsite so please take all trash with you. Vacuuming is not necessary; please sweep floor/ carpet if necessary. Additional fees may apply in the event this clause is not met. **Damages are the responsibility of the undersigned.**

**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 Mesa School House. 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 Mesa School House.**

**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 \_\_\_\_\_

City of Steamboat Springs  
P.O. Box 775088, Steamboat Springs, CO 80477  
Attn: Mesa School House  
mesaschoolhouse@steamboatsprings.net  
Phone: (970) 879-2060 Fax: (970) 879-8851  
www.steamboatsprings.net