

FACILITY USE AGREEMENT – HOWELSEN BEACH

Please complete and submit with your payment
Public events must also submit insurance certificate

In consideration of use of the Howelsen Beach, 840 Howelsen Parkway, facility of the City of Steamboat Springs, the undersigned hereby agrees to the following:

1. 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 pursuant to this Facility Use Agreement.

_____ (Initial)

2. Permission to serve Alcohol. The City Clerk's office must be contacted at (970) 871-8248, to obtain a Special Events Permit. 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**, and the event is open to the public, the event 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, there is no public advertising and no money is involved (no cash bars & the cost of alcohol cannot be hidden in an entry fee).

_____ (Initial)

3. Public Events Insurance. 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) 870-0173.

_____ (Initial)

4. 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)

5. 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. Howelsen Park has an exclusive concession contract for the summer; permission to have concessions must be obtained from concessionaire.

_____ (Initial)

6. Dogs. Dogs must be kept on a hand-held leash, no longer than 6 feet, and the pet owner is responsible for clean-up.

_____ (Initial)

7. Cleaning. Clean up is the responsibility of the undersigned. Failure to properly clean up can result in additional fees. If trash exceeds provided trash cans, excess trash must be removed from premise. DO NOT leave excess trash outside of bear-proof trash cans.

_____ (Initial)

FACILITY USE AGREEMENT - CONTINUED

- 8. Set-Up & Clean-Up.** The undersigned must reserve adequate set-up and clean-up time when scheduling the facility. No refunds due to partial use of reserved time. Any time not reserved may be booked for another user.
_____ (Initial)
- 9. 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)
- 10. Cancellation.** Request for cancellation of this agreement must be received 2 weeks prior to reservation to receive a full refund minus 10% or \$10 administration fee, whichever is greater. Notification not meeting this requirement will result no refund. Weather is at the Renter's risk.
_____ (Initial)
- 11. Additional Equipment.** A minimum of one week advanced arrangements must be made for the following, if applicable: Intent to use port-a-potties, need for additional garbage cans, intent to use tents or canopies (to protect irrigation lines and asphalt, no tent stakes are permitted in City parks), parking/transportation plan and etc.
_____ (Initial)
- 12. Cars.** No motor vehicles are allowed in Parks or on playing fields. The City of Steamboat Springs does not guarantee on-site parking as facilities utilizing the same on-site parking may be booked at any time; car-pooling and alternative transportation is strongly recommended.
_____ (Initial)
- 13. Laws.** The undersigned agrees to follow all federal, state, and local laws on premises and in regards to this rental.
_____ (Initial)
- 14. 15 Days to Pay.** To guarantee your reservation, submit the contract, and make payment within 15 days of when your reservation was 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)
- 15. 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)

Cleaning, Damage, Set-up & 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 including failure to meet clauses above. 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.

FACILITY USE AGREEMENT - CONTINUED

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 Beach.

Signed: _____

Date: _____

Print Name: _____

Daytime Phone: _____

Date of your Event(s): _____

Group/Event Name: _____

Credit Card: VISA

MC

DISCOVER

AMEX

CC#: _____

Ex Date: ____ / ____ CVV (security digits) _____

City of Steamboat Springs
P.O. Box 775088, Steamboat Springs, CO 80477
Attn: Parks & Community Services
pacs@steamboatsprings.net
Phone: (970) 879-4300 Fax: (970) 870-0173
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