

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. **COVID-19:** I agree to comply with Routt County Public Health Orders on the day(s) of my event. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk for myself and for my guests who may be exposed to or infected by attending my event at the Community Center and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, my guests, caterers, or cleaning personnel. I also understand that facility availability, capacity levels, and guidelines are subject to change at any time due to COVID-19 restrictions.
_____(Initial)
2. **Payment & deposit is due at the time of reservation:** Your reservation will not be approved without prompt payment with a credit card. The card must be included in your ActiveNet Reservation System Profile. The card will be used for payment and to secure your deposit. The card will be on file as security unless damages or non-compliance with this agreement occur.
_____(Initial)
3. **Capacity: COVID restrictions will apply.** While we understand that it is very difficult to plan an event with the possibility of capacity numbers changing, it is solely your responsibility to understand and enforce the capacity restrictions that are in place at the time of your event - we will not be updating you with changes to these numbers. The undersigned agrees to not exceed the maximum person capacities as determined by current Routt County COVID restrictions or capacity levels as defined on the City of Steamboat Springs website when COVID restrictions are not in force.
_____(Initial)
4. **Cancellation: Request for cancellation of this agreement must be received 3 weeks prior to the reservation** to receive a full refund **less a \$50 processing fee**. Notification not meeting this requirement will result in the loss of a one-day rental or the cost of your event if less than a day's rental. Cancellations due to unforeseen changes to COVID restrictions will receive a full refund. Refunds will be made by check only, not to your credit card.
_____(Initial)
5. **Timing of Event: Time reserved must include set-up and clean-up time. The undersigned cannot occupy the facility prior to or after their contracted time.** All event settings, food, catered supplies, event props/equipment must be removed from the facility by the end of your contracted time. Failure to comply may result in additional fees. No refunds due to partial use of reserved time.
_____(Initial)
6. **Keys** are to be picked up at the **Elkins House, located at 927 Oak Street**, no more than (1) day prior to your event or by 11:30 am on Friday, if a weekend event. **You must pick up a key prior to your event.**
 - a. **Office Hours are Monday - Thursday 7:30am - 5:30pm and Friday 7:30am – 11:30 am.**
 - b. **Return key(s)** by the following day or on Monday if the reservation occurs over the weekend.
Return key to the Elkins House or to the front desk of City Hall located at 137 10th Street; if outside of normal business hours you can drop your key(s) into the Utility Payment drop box located to the left of the front door of City Hall.
 - i. You may be charged a \$20.00 fee if you do not pick up keys during normal office hours or a \$20.00 replacement fee if you lose the keys or fail to return them within the designated time defined above.
_____(Initial)

7. Permission to serve Alcohol is required: Private or Public?

- a. **Private Event** – is by invitation only, there is no charge to attend, and no charge to guests for alcohol, **you will still need to obtain a letter of approval from the City Clerk’s office** at jfranklin@steamboatsprings.net or call 970-879-2060, ext. 248.
- b. **Public Event** - Non-profits are required to apply for a Special Events Permit (one time liquor permit) through the City Clerk’s Office, 30 days in advance of the event – there is a charge for a permit.
 - i. If a Non-profit event is by invitation only and there is no charge for alcohol, a “special event permit” is not required but the City Clerk’s office must still be notified.
- c. **Alcoholic beverages are NOT permitted outside of the Community Center.**

_____(Initial)

8. Cleaning: Cleaning materials & supplies are provided in the janitorial closet. Return all furniture to original location. Empty all trash receptacles & deposit trash into outside dumpsters. Dry mop all wood floors. Vacuum carpeted areas. Clean up spills as soon as possible. Wipe down restroom fixtures, sinks, counters & floors. Clean kitchen appliances, sinks, counters, and floors if used. You may be responsible for additional fees in the event this clause is not met. **Damages are the responsibility of the undersigned.**

_____(Initial)

9. Decorations: No GLITTER, nails, screws, tacks, staples, hangers, tape, push pins, or other materials considered harmful or defacing to the facility structure are permitted. Command strips, glue pads (UHU TAC pads) or similar non-damaging removable products are allowed. **Tables & Chairs are not permitted outside.**

_____(Initial)

10. Security: Security of the Community Center is the undersigned's responsibility during the scheduled time. The undersigned must lock the facility (all doors & all windows) when leaving unless there are other events in progress at the time of their departure. **Failure to do so may result in the loss of your deposit.**

_____(Initial)

11. A Certificate of Insurance is required if the event is open to the public or not by invitation only. \$1,000,000 of general liability coverage indemnifying the City of Steamboat Springs shall be provided by the undersigned.

_____(Initial)

12. Parking & Grounds: The City of Steamboat Springs does not guarantee on-site parking. Vehicle parking is not allowed on any soft surfaces unless permission is received (in writing) by the City Parks and Recreation Department. Anything with a wheel(s) will remain on the concrete or asphalt and is NOT allowed at any time on the lawn area. Tents/sunshades are allowed with approval & if secured with sandbags, the use of ground stakes is not allowed.

_____(Initial)

13. Technical Support NOT PROVIDED outside of the City’s normal working hours; Support consists of ensuring the City provided equipment is working but is not guaranteed. The City does not provide support of equipment not owned by the City.

_____(Initial)

14. Food Concessions: The sale of food or concession items to the public 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)

15. 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 Sales Tax, please contact our Sales Tax Division at 970-871-8233 or visit them at City Hall located at 137 10th St.

_____(Initial)

16. Laws: The undersigned agrees to follow all federal, state, and local laws on premises and regarding this rental.

- a. **Dogs** are not allowed in city buildings except for service animals.
- b. **Smoke** of any kind is not permitted inside the facility or within 20 feet of the outside of the building.

_____(Initial)

18. 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. **COVID Liability Waiver Form required.**

_____(Initial)

19. 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)

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 the use of the Community Center.

REQUESTING THIS RESERVATION COMMITS THE RENTER TO THE TERMS OF THIS AGREEMENT. THE RESERVATION WILL NOT BE APPROVED OR FINALIZED UNTIL THIS AGREEMENT AND FULL PAYMENT IS RECEIVED & THE DEPOSIT IS SECURED WITH A CREDIT CARD IN YOUR PROFILE.

The following information is required:

Date(s) of your Event: _____ Use Fee Amount: \$ _____

Tax ID # if Claiming Tax Exemption: _____

Home & Cell Phone Number: _____

Will alcohol be sold or distributed at your event? Yes _____ No _____

Is your event open to the public? Yes _____ No _____

Insurance Certificate (if required - please check one):

Enclosed _____ (Insurance company to provide) _____ N/A _____

Type of Credit Card: _____ Credit Card (last 4 digits) _____ CVV # _____

Please provide an additional contact person if you cannot be reached:

Secondary (personal) Contact Name & Number: _____

Please provide contact information for all 3rd party vendors hired for your event:

(Ex: Caterer, Event Planner, Event rentals, band, etc.)

Vendor Name & Number: _____

Vendor Name & Number: _____

I agree that I may be charged a fee if at the end of my reservation I have not removed all personal items used for my event at the Community Center or Mesa School House.

Signature _____

Date _____

Community Center - Facility Use Agreement - continued

KITCHEN USE ONLY

Initial, sign, & return this page if renting the 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 must be wiped down and floors must be mopped. _____(Initial)
6. It is the responsibility of the renter to remove all event items from the community refrigerator, freezer, kitchen, and rented room(s) by the end of the reservation time. No items are to be left in the building nor outside by the dumpsters. _____(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. _____(Initial)

Signature of Renter

Date signed

City of Steamboat Springs
P.O. Box 775088, Steamboat Springs, CO 80477

tchilders@steamboatsprings.net

Phone: (970) 871-8264

Please visit the City website at: www.steamboatsprings.net/facilityrentals