

Facility Use Agreement – Community Center
(Please complete and submit with your payment, deposit & insurance certificate)

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:

I. The undersigned indemnifies and holds the City harmless, as well as, the City's officers, agents and employees, from any and all liability, damage, loss, cost and expenses, or employees 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 involving the undersigned user, its employees, agents and representatives sustained in connection with the use of the facilities of the City pursuant to the Facility Use Agreement.

_____(Initial)

II. The undersigned acknowledges that their activity can be dangerous to the participants, as well as the spectators and further agrees to notify all participants and spectators of the potentially dangerous nature of the activity prior to the commencement of the activity.

_____(Initial)

III. If the undersigned represents a Non-Profit Organization, the serving of alcoholic beverages must be pre-approved via a Special Events Permit. This Permit will take up to 45 days to obtain. **The City Clerk's office must be contacted regarding this Special Events Permit, at (970) 879-2060, ext. 248.**

_____(Initial)

IV. If the undersigned represents a Private Party or For-Profit Organization, the serving of alcoholic beverages is allowed without a Special Events Permit, provided that the event is invitation only, and no money is involved. (No cash bars and the cost of the alcohol cannot be hidden in an entry fee.) Alcoholic beverages are NOT permitted outside of the Community Center. **The City Clerk's office MUST be contacted, at (970) 879-2060, ext. 248;** after review of the request for the serving of alcoholic 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.

_____(Initial)

V. 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)

VI. 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)

VII. **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. Your damage deposit will be forfeited in the event this clause is not met. Damage above and beyond the deposit is the responsibility of the undersigned.

_____(Initial)

VIII. 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 their contracted time. Failure to comply may result in forfeiture of damage deposit.

_____(Initial)

IX. Security of the Community Center 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 forfeiture of damage deposit.

_____(Initial)

Facility Use Agreement – continued

X. 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)

XI. The undersigned agrees to follow all federal, state and local laws on premises and in regards to this rental.

_____(Initial)

XII. 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)

XIII. 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)

XIV. An on-going User hereby agrees to pay before each use.

_____(Initial)

XV. If damage deposit has been waived, undersigned agrees to be billed in the event of damage/excess cleaning incurred.

_____(Initial)

XVI. A \$20.00 administration fee will be charged if the key is not picked up during office hours for weekend use or for lost key.

_____(Initial)

XVII. The undersigned agrees to not exceed the maximum person capacities as determined by building code of 175 (seated) and 350 (without seating)

_____(Initial)

XVIII. The City of Steamboat Springs does not guarantee on-site parking.

_____(Initial)

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

Signed: _____ **Date:** _____

Please Print your Name: _____ **Daytime Phone Number:** _____

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

Please return this sheet and fill out the following prior to picking up the keys:

- Kitchen Reserved: Yes____ (If yes, Private - \$100, Non Profit w/o budget - \$25, Non Profit with budget - \$50, For Profit - \$200 is included in the Use Fee) No____ (If no, you will not be given a key to the kitchen)
- Use Fee Amount: \$_____ Cash_____ Check #_____ Credit Card # on page 3_____
- Damage Deposit Amount: \$_____ Cash_____ Check #_____ Credit Card # on page 3_____
- Insurance Certificate (please check one):
Enclosed_____ To be faxed by insurance company_____ Applying through City_____ N/A_____

City of Steamboat Springs
P.O. Box 775088, Steamboat Springs, CO 80477
Attn: Shelly St. Pierre
sstpierre@steamboatsprings.net
Phone: (970) 871-8269 Fax: (970) 879-8851
www.steamboatsprings.net



Facility Use Agreement – continued

Credit Card # _____ CCV (3 digit # on back of card) _____
Expiration Date: _____

Name on Credit Card: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

(We accept VISA, MASTERCARD and DISCOVER CARDS)

SIGNATURE: _____

By signing above you authorize the City of Steamboat Springs to charge your credit card for room rental fees and tax.

SIGNATURE: _____

By signing above you authorize the City of Steamboat Springs to charge your credit card for any and all damage or cleaning charges incurred from rental of the Steamboat Springs Community Center, and you agree to pay any charges per the agreement with the card issuer.

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

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. Your damage deposit will be forfeited in the event this clause is not met. Damage above and beyond the deposit is 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 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 their contracted time. Failure to comply may result in forfeiture of damage deposit.

SECURING FACILITY: Security of the Community Center 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 forfeiture of damage deposit.

LOST KEY: A \$20.00 administration fee will be charged if the key is not picked up during office hours for weekend use or for lost key.

WAIVED DAMAGE DEPOSITS: If damage deposit has been waived, undersigned agrees to be billed in the event of damage/excess cleaning incurred.

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