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**: 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)

3. **Payment & deposit is due at the time of reservation**: Your reservation will not be approved w/o immediate payment with a credit card. The card must be included in your ActiveNet Reservation System Profile. The card will be used for payment & to secure your deposit. **DAMAGE DEPOSIT**: $100 (no alcohol) or $500 (serving alcohol) (INCLUDES $20.00 KEY DEPOSIT). **The card will not be charged for the deposit unless damages or non-compliance with this agreement occur.**

   _____ (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.

   _____ (Initial)

5. **Keys** are to be picked up at the City’s Facility Building (Elkins House), located at 927 Oak Street no more than (1) day prior to your event or on Friday by 11:30 if a weekend event.
   a. **Return the key** to the City’s Facility Building or to the City Hall Building located at 137th 10th Street, by the following day or on Monday if the reservation occurs over the weekend.
      i. If offices are closed you can return the key to the Utility Payment drop box located to the left of the front doors of City Hall. The key is required to secure the facility!
      ii. **You must pick up a key prior to your event.**
   b. **Office Hours are Monday - Thursday 7:30am - 5:30pm and Friday 7:30am – 11:30 am.**
   c. 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 the designated time defined above.

   _____ (Initial)

6. **Permission to serve Alcohol**: The City Clerk’s office must be contacted at (970) 879-2060, ext. 248;
   a. **Serving alcohol in public requires a liquor permit/license.**
      i. Non-profits are eligible to apply for a Special Events Permit (one time liquor permit) through the City Clerk’s Office, 30 days in advance of the event – if the event is open to the public.
      ii. 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.
      iii. If a person or group is having a private party, that is not open to the public, by invitation only, there is no charge to attend the event and there’s no charge for the alcohol then no license/permit is required however you must still notify the City Clerk for a letter of approval.
   b. **Alcoholic beverages are NOT permitted outside of the Community Center.**

   _____ (Initial)
7. **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)**. Please email to tchilders@steamboatsprings.net. This may also be faxed to (970) 879-8851 or emailed to communitycenter@steamboatsprings.net.

______ (Initial)

8. **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)

9. **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 sand bags, the use of ground stakes are not allowed.

______ (Initial)

10. **Capacity**: The undersigned agrees to not exceed the maximum person capacities as determined by building code of 175 (seated); or 350 (without use of tables/theatre style seating) when renting both the East & the West rooms.

______ (Initial)

11. **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)

12. **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)

13. **Technical Support** is **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. **Audio System**: A wireless microphone and sound control system, are available **by request** and for an additional **$500 deposit, guaranteed with your credit card**. We provide, (free of charge, by request), the use of a projection screen and/or podium. **We do not have a projector to rent or use**.

______ (Initial)

15. **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)

16. **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)

17. **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**. Smoke of any kind is not permitted inside the facility or within 20 feet of the building.

______ (Initial)

18. **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 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.

I acknowledge I will pick up / return the key as noted below:
Location - 927 Oak Street / HOURS: M-Thurs 7:30 am – 5:30 pm / Friday BEFORE 11:30 AM

Please provide the following information

Date of your Event(s):___________________________ Use Fee Amount: $ _____________________
Tax ID # if Claiming Tax Exemption: __________________________
Signature: _____________________________ Date: _____________________________
Print Name: _____________________________
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: _____________________________
Secondary (personal) Phone 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 if I have not removed all personal items used for my event at the Community Center or Mesa School House.

Signature _____________________________ Date _____________________________
Please sign below **ONLY if renting the Kitchen** *(otherwise do not print or return this page)*

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 any and 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