

FACILITY USE AGREEMENT – The Green (Yampa River Botanic Park)

Please complete and submit this form with your payment & your insurance certificate (if required).

In consideration of use of The Green in the Yampa River Botanic Park (the “Park”) at 1000 Pamela Lane, facilities of the City of Steamboat Springs, the undersigned hereby agrees to the following:

1. **Walk-through.** Before the Event, Renter is required to do a walk-through with a representative of the Park to be briefed on the facilities and their use. Renter may arrange the walk-through with the Event Coordinator at 970-846-5172 during normal working hours (May1 – Oct 31). This is the appropriate time to discuss tents and chairs, access for the bride’s car, rehearsals or other arrangements.
_____ (Initial)
2. **Access Code.** For entry to the Trillium House Renter must contact the Event Coordinator at 970-846-5172 to receive an access code. **Gates must be closed after the Event**, failure to do so could result in extra fees if animals gain access to the park.
_____ (Initial)
3. **Access.** Event participants may enter the Park from Emerald Park (Trafalger Drive/Pamela Lane) parking lot or from the Core Trail. Event participants may not enter the Park through Fish Creek Mobile Home Park on Anglers Drive. Those gates are locked but out-of-town guests can be miss-led by older GPS directions, so they should be warned in advance. Service personnel, including caterers may enter through the mobile home park by arrangement. Other special transportation needs would require prior arrangement with the Event Coordinator, and if so, Renter is responsible for re-closing the main and parking lot gates during and after the Event. Gates **must** be closed when event concludes; parking lot gate must be closed and **locked**.
_____ (Initial)
4. **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)
5. **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).
 - c. Alcoholic beverages are **NOT** permitted outside the Botanic Park._____ (Initial)
6. **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)

FACILITY USE AGREEMENT - CONTINUED

- 7. 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)
- 8. 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)
- 9. Cars, Bikes & Dogs.** Motorized vehicles are not permitted in the Park. If you have a specific need, contact the Event Coordinator at 970-846-5172. Riding a bicycle is not permitted within the Park; walking a bicycle is permitted. There are bike racks located at both Park entrances. Dogs are not permitted in the Park, except service dogs.
_____ (Initial)
- 10. Damage.** Renter agrees that, in the event that any damage, loss, or injury to the facilities or to any property or equipment in the Park results from this rental, the City of Steamboat Springs may charge additional fees covering the full amount of such damage, loss, or injury. Renter will promptly reimburse the City of Steamboat Springs for all costs associated therewith.
_____ (Initial)
- 11. 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. 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.
_____ (Initial)
- 12. Security.** Security of the reserved facility is the undersigned's responsibility during the scheduled time and you must close the inner gate and close and lock the outer gate when leaving. Security of any personal items is the responsibility of the user.
_____ (Initial)
- 13. Exclusive Use.** The Event will have exclusive use of The Green, but the whole of the Park outside The Green will remain open to the public.
_____ (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. Noise.** The Park has close neighbors in Fish Creek Mobile Home Park. Music cannot be loud enough to be heard outside the Park. Any complaints may result in additional fees.
_____ (Initial)
- 16. No Lights.** The Event and all activities must end by 8pm, although clean-up may continue until 8:30pm. The Restrooms automatically close at 8pm. There is no lighting in the Park, so Renter should plan to end the Event in time for guests to return to their cars before dark.
_____ (Initial)
- 17. Parking.** Parking is not permitted on Pamela Lane. The City cannot guarantee on-site parking because of possible games or tournaments on the adjacent ball fields
_____ (Initial)
- 18. Laws.** The undersigned agrees to follow all federal, state, and local laws on premises and in regards to this rental.
_____ (Initial)

FACILITY USE AGREEMENT - CONTINUED

19. 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)

20. Cancellation. For a Cancellation notice received by the City by 30 days in advance of the Event, charges will be refunded less a \$50 cancellation fee. Cancellation notice received by the City, 29 days or less before the Event will result in no refund. Weather is at the Renter's risk.

_____ (Initial)

21. 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)

Damage, Set-up & Clean-up Fees: A credit card is 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 or 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.

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 Green.

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; Botanic Park
botanicpark@resortbroadband.com
Phone: (970) 846-5172 Fax: (970) 870-0173
www.steamboatsprings.net www.yampariverbotanicpark.org