

TOWN OF FRASER
POLICIES ON USE AND RENTAL AGREEMENT
Fraser Historic Church/ Community Center

The following sets forth use and rental policies for the Historic Church /Community Center. By its signature below, the Renter agrees to abide by all policies set forth below and by all terms and conditions set forth on the accompanying Rental Application, as approved by the Town, a copy of which is attached hereto and incorporated herein by this reference. The contact number for the Town of Fraser is 970 726 -5491, x201. (Should a non life- threatening situation arise before 7:30 am and after 4:30 pm, call 970 725 -3343 and request that the public works on -call staff person be paged). In the event of an emergency, dial 911.

1. For hourly rentals, the Renter must honor the specific start and finish times stated in the Rental Application. One hour for set -up and one hour for dismantling will be allowed at no extra charge, if the facility is available.
2. For flat rate rentals, the Renter must honor the specific date stated in the rental application. Set up and dismantling must be completed on the date of rental unless other arrangements are made with the Town Clerk's office and noted in the special conditions section below.
3. Keys to the facility will be issued to the Renter prior to the event and Renter will not copy and /or distribute such keys to other persons. Deposit will not be returned until key is returned. A \$75 re- keying fee will be withheld from the deposit if the key is not returned.
4. No on- street parking is allowed on streets within the Town of Fraser, nor parking on the lawn. Parking is only allowed in the parking lot at the facility which you are renting, except where designated for handicap accessible parking.
5. No unauthorized animals are allowed in the facility or on the grounds. Only service (hearing and sight) dogs are authorized.
6. No nails or staples are to be used on the walls. Tacks and tape may be used on the bulletin boards only. Tape is not allowed on the outside of bulletin boards (interior and exterior.) If you wish to post notice of your event, please contact 970 726 -5491 for bulletin board access.
7. The Town of Fraser and its officers and employees will not be liable or responsible for any injury, accident, loss, or damage to any person or to any property of any person arising out of Renter's use of the facility.
8. Music and noise must be kept to a reasonable volume level with particular attention paid to this during the hours the facility is open for public use, and under noise laws (loud and excessive noise is prohibited between the hours of 10 pm and 7 am in the Town of Fraser), in consideration of the proximity of private dwellings.

9. In case of a disaster (blizzard, avalanche, etc.) the facility may be used as an emergency shelter and all prior agreements will be canceled at the Town Clerk's discretion. In such event, all deposits will be refunded in full and the Town of Fraser will not be responsible for any inconvenience, loss, or damage incurred by the Renter.
10. The facility room must be reserved at least 10 days prior to the rental date. Damage /Security rental deposits and fees are required to be paid in full at the time the reservation is made. Refunds will be made for cancellations if notice is given 48 hours before use time.
11. All Renters shall be required to pay damage deposits. Security deposits may be waived to groups who use the Center on a regular basis by separate agreement.
12. At any function or activity where any alcoholic beverage is served or available to the public, a liquor license is required. The Town Clerk can provide information regarding obtaining a liquor license. Those Renters conducting private events (see #18 for definition of private, by- invitation - only events) are not required to obtain a liquor license, but must comply with state law regarding bringing alcohol onto the facility premises and leaving the facility premises with alcohol.
13. Groups or individuals using the Center are legally and financially responsible for any and all damages incurred while under their use. In the event damages occur, the cost of repair or replacement will first be deducted from the deposit. Should the damages and costs exceed the deposit, the Renter agrees to reimburse the Town for the excess within 30 days from the date of a statement therefore. The Town Board reserves the right to cancel or deny any further rental /use agreements with said individual and /or group.
14. Groups or individuals using the Center are responsible for the behavior and actions of guests and children. Rooms used must be left clean and in the same arrangement as prior to being used by Renter. This includes restrooms, counters, equipment and chairs returned to their proper places. Unless arrangements have been made, use is limited to room reserved.
15. At no time shall any portion of the sidewalks, entries or other access ways into or out of the facility or to public utilities on the premises be obstructed from use.
16. Renter agrees to collect and adhere to any and all applicable sales tax laws set forth by the Town of Fraser.
17. Use of the facility in no way shall constitute an endorsement by the Town of Fraser of Renter's event or activities. Unless otherwise authorized in writing by the Town, Renter shall not imply in any way that the Town is sponsoring, co-sponsoring, or endorsing Renter's event or activities. In advertising for the event, the facility shall be listed only as the location for the event.

18. Private parties shall be defined as: Weddings, Receptions, Anniversaries, Company Parties, etc., that are given or sponsored by individuals or groups for entertainment purposes of invited guests. They shall be closed to the public.
19. During the use of the facility, Renter agrees to comply with all state, fire and police rules and regulations and all Town laws, codes, ordinances, and regulations either contained herein, now in force or as hereinafter amended or enacted. Renter must strictly observe all occupancy limits required by law. All designated exits shall remain unlocked and the pathway leading to and from the exits must remain clear while the facility is occupied. Open flames, such as candles, oil lamps or smoking are prohibited in the facility. Tampering with smoke alarms or other safety devices is prohibited.
20. **INDEMNITY, RELEASE AND HOLD HARMLESS- PLEASE READ CAREFULLY.** In consideration for being permitted to the facility, the Renter agrees to indemnify and hold harmless and on behalf of itself, and its officers, employees, members, and invitees expressly exempts and releases the Town, its officers, employees, and insurers, and self insurance pool, from and against all liability, claims and demands, which are incurred, made, or brought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facility, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the Town, its officers, or its employees, or from any other cause whatsoever. This indemnification shall include any attorney's fees incurred in the defense of a court action or administrative proceeding, and other costs of suit including filing fees, expert witness fees, the expense of discovery, including deposition attendance and transcript fees, or any other cost reasonably incurred in the defense of the action, whether or not that cost is among those that may be awarded in civil litigation under applicable state or federal statutes. Nothing in this provision shall be interpreted or construed as a waiver of the Town's sovereign immunity under the common law and the Colorado Governmental Immunity Act, Article 10 of Title 24, Colorado Revised Statutes or its successor statutes, or of any limitation on damages against the Town contained in the common law or statutes of the state of Colorado. At the time of signing this Agreement, and in any event not less than five (5) business days before the date of the scheduled use of the Town's facilities, the Renter shall provide the Town with a current certificate of liability insurance and endorsement naming the Town as an additional insured which provides coverage for the risks specified in the preceding paragraph in the following minimum amounts: \$600,000 combined single limit per occurrence and \$600,000 aggregate. The Town Clerk may grant a waiver or partial waiver of this requirement or extend the deadline for filing proof of such insurance for good cause shown.
21. In the event of default, Renter shall be responsible for payment of all attorney fees and costs incurred by the Town in enforcing the terms of this Agreement, whether or not suit is brought.

- 22. All rental agreements must be signed by an authorized representative of the Town to be effective. A copy of the rental agreement must be kept by the Renter at the facility during times of Renter's use.
- 23. Renter acknowledges that it has read and understands all provisions of this Agreement, and agrees. Renter will communicate to individuals using the facility under this Agreement all policies and requirements regarding use of the facility.

IN WITNESS WHEREOF, this Agreement is executed this _____ day of _____
20____.

TOWN OF FRASER

RENTER

Authorized Employee

Organization or Group Name

By: _____

Title

