

BENNETT COMMUNITY CENTER
POLICIES ON USE AND RENTAL AGREEMENT

Revised: June 15th, 2016

The following sets forth use and rental policies for the Bennett 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.

1. **Hourly Rentals:** The Renter must honor the specific start and finish times stated on Rental Agreement below. The renter is responsible for setup and replacing tables and chairs, etc. to the storage areas. **A cleaning/damage deposit is required.**
2. **Full Use Rentals:** Based on at least 6 hours of rental. The Renter must honor the specific date stated on Rental Agreement below. Set up and dismantling must be completed on the date and during the hours of rental unless other arrangements are made with the Town Clerk's office and noted in the special conditions section below. The renter is responsible for setup and replacing tables and chairs, etc. to the storage areas. **A cleaning/damage deposit is required.**
3. **Non-Profit Events:** **Non-profit is defined as any religious, charitable, social, educational or civic group which does not distribute profits or dividends to the members thereof, and where profit is not its primary objective. Non-profit events free of charge and open to the public will be entitled to a fifty percent (50%) rental discount. Non-profit events that are intended for fundraising purposes will be entitled to a twenty-five percent (25%) rental discount. The renter is responsible for setup and replacing tables, chairs, etc. to the storage areas. A cleaning/damage deposit is required.**
4. **Kitchen Rental:** **A fee for the kitchen will be charged for use of the ovens and/or food preparation. The kitchen prep area, tables, sinks, etc. must be wiped down.**
5. Security deposits will not be charged to groups who use the Center on a regular basis.
6. No unauthorized animals are allowed in the Center or on the grounds.
7. No nails, tacks, holes, duct tape, staples or any other form of attachment to the walls, ceiling, floors or other surfaces in the building. Tacks and tape may be used on the tack board on walls by the ceiling or on the drop-down chandelier.
8. No glitter or small confetti may be used in decorations or activities at the Community Center. Failure to comply will result in the loss of the deposit and additional charges for damage may apply.
9. No open flame candles are permitted. The renter may use flameless LED candles. The renter agrees the use of open flame candles are not allowed anywhere in the building.
10. Smoking is not allowed in any part of the Community Center.

11. All Renters will be billed and/or charged for any additional costs associated with unreasonable wear or breakage to the Community Center, and/or custodial costs required due to leaving the facility in an unclean or damaged condition.
12. The Town of Bennett 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 Center.
13. Music and noise must be kept to a reasonable volume level with particular attention paid to this during the hours the Center is open for public use, and under curfew/noise laws, in consideration of the proximity of private dwellings.
14. In case of a disaster (blizzard, tornado, etc.) the Center may be used as a Red Cross 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 Bennett will not be responsible for any inconvenience, loss, or damage incurred by the Renter.
15. The Center 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 no later than 10 days prior to event. Refunds will be made for cancellations if notice is given 48 hours before use time.
16. A cancellation of the event and/or a required for a refund must be submitted in writing to the Town of Bennett and a determination will be made, at the Town of Bennett's sole discretion.
17. **At any function or activity where any alcoholic beverage is served or available, an additional deposit of \$200.00 is required.** Security officers are required and arrangements for security officers will be made by the Town. All charges must be paid in advance of the use of the Center.
18. 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.
19. 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.
20. At no time shall any portion of the sidewalks, entries or other access ways into the Center or to public utilities on the premises be obstructed from use.

21. Renter agrees to collect and adhere to any and all applicable sales tax laws set forth by the Town of Bennett.
22. Use of the Center in no way shall constitute an endorsement by the Town of Bennett 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 Center shall be listed only as the location for the event.
23. Prior to entering the Center for the use allowed hereunder, the Renter shall, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following coverages and limits of insurance with companies acceptable to the Town.
 - (a) Workers Compensation, including occupational disease and employer's liability insurance in accordance with any applicable worker's compensation laws, on all owners, employees, servants, and/or agents connected with or engaged in the performance of the Renter's activities or obligations at the Center.
 - (b) Commercial General Liability insurance with personal injury and property damage limits at a combined single limit of not less than \$150,000 per person and \$600,000 per occurrence.

The above coverages represent only the minimum insurance required by the Town, and Renter should rely on its expertise to obtain additional insurance coverage needed for its activities. The Renter's liability insurance must establish the Town of Bennett as "additional Insured" for the date(s) of Renter's scheduled event(s). Renter shall provide Bennett with certificates of insurance indicating Renter is covered by insurance as set forth above and a copy of the "Additional Insured" endorsement, establishing such additional insured status. Renter must provide such certificates of insurance to the Town prior to the first date of use. Failure to comply with this requirement may result in the immediate cancellation of this Agreement and may also result in the elimination of any future use of the Center by the Renter. Renter shall require that the insurers providing the above-noted coverages give Bennett notification of any cancellation or termination by refusal to renew the policy or any change in coverage of the policy in the manner provided by law. The parties hereto understand and agree that Bennett is relying on and does not waive or intend to waive by this Agreement, any provision hereof, including the provisions of this paragraph, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, section 24-10-101, et seq. C.R.S., as from time to time amended, or otherwise available to Bennett.

24. 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.
25. During the use of the Center, 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.

26. **INDEMNITY, RELEASE AND HOLD HARMLESS – PLEASE READ CAREFULLY.** In consideration for being permitted to use the Community Center, 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 Center or its facilities, 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.
27. 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 Center during times of Renter’s use.
28. Renter acknowledges that it has read and understands all provisions of this Agreement, and agrees. Renter will communicate to individuals using the Center under this Agreement all polices and requirements regarding use of the Center.

An entry code for the Community center, for each individual group will be assigned 24 hours before the event, with a signed Rental Agreement and Security Code Agreement, unless other arrangements have been made. The code will only be assigned if the Rental Agreement and Security Code Agreement have been signed.

The cleaning/damage deposit will be returned only when it’s deemed that the Renter abides by the terms of the agreement and the Community Center key has been returned.

MY SIGNATURE VERIFIES THAT I HAVE FULLY READ THIS RENTAL AGREEMENT AS WELL AS THE CONDITIONS OF RENTAL AGREEMENT, AND I AGREE TO AND DO ACCEPT FULLY RESPONSIBILITY TO ABIDE BY THESE CONDITIONS AS WELL AS ALL OTHER APPLICABLE LAWS AND REGULATIONS.

RENTER’S SIGNATURE

DATE

AUTHORIZED EMPLOYEE

DATE

IN WITNESS WHEREOF, this Agreement is executed this _____ day of _____

TOWN OF BENNETT

RENTER

Authorized Employee

Name

Signature

RENTAL APPLICATION

Rental Date: **From** Date ___/___/___ Time ____ **to** Date ___/___/___ Time ____

Name of Responsible Party _____

Address: _____ Phone: _____

City: _____ State _____ Zip _____

Non-profit () Fund Raiser () Meeting () Party () Other ()

Non-profit tax exempt number _____

Rental Purpose: _____

Estimated Attendance: _____

Please specify the hours, days, and /or months of use

Hourly ()#_____ Weekly ()#_____ Monthly ()#_____ Yearly ()#_____ Other ()#_____

Room(s): _____ Deposit: _____ Rental Fee: _____

Liquor Deposit: _____ Security Fee: \$_____ per hour X _____ hours = \$_____

Certificate of Insurance Provided: _____

Special Conditions/Requirements: _____