

Ute Pass Cultural Center & Midland Pavilion



Long-Term Rental Agreement

Organization _____

Rental Start Date* _____ Rental End Date* _____

Day(s) of the Week Requested _____

Time(s) of Access and Use _____

Day(s) of the Week Requested _____

Time(s) of Access and Use _____

*Rental dates shall not exceed one calendar year

Contact Name _____

Email _____ Phone _____

Mailing Address _____

This Agreement is made effective as of _____ (date), by and between Ute Pass Cultural Center & Midland Pavilion, hereafter referred to as UPCC, and _____ (name of renter/s), hereafter referred to as the Renter.

VENUE RENTAL FEES

1. The Renter agrees to pay an initial deposit of \$_____ (one month rental charge and \$400 security deposit) by _____ (date) thirty days prior to the commencement of the rental period. This payment serves to hold the venue for the specified dates. Of this amount, \$_____ is a non-refundable deposit and will be applied to the first month's rental charges. The remainder, \$_____, is a damages and security deposit which will be returned to the Renter upon settlement, minus any charges for actual damages done to the UPCC by the Renter and his/her associates. In the event that the security deposit is used by the UPCC for damage repair or cleaning fees, Renter agrees to post an additional damage deposit prior to Renter's next use of the space. Excessive or regular damage issues will be cause for the UPCC to terminate this agreement immediately in UPCC's sole discretion.

2. The full rental fee for the use of the UPCC shall be \$_____ per month.

Mailing Address:
P.O. Box 9007
Woodland Park, CO 80866

Physical Address:
210 E. Midland Avenue
Woodland Park, CO 80863

3. Payments may be made via (cash delivery, check, or credit card) on or before the first use of the facility that month. Make checks payable to Ute Pass Cultural Center.

VENUE ACCESS

1. The Renter shall have access to and use of the UPCC from _____(time) on _____(day), to _____(time) on _____(day).
Additional Day(s), if applicable:
2. The Renter shall have access to and use of the UPCC from _____(time) on _____(day), to _____(time) on _____(day).
3. If the Renter checks-out a key(s), the Renter is responsible for locking any exit door at the UPCC. Any door left unlocked will incur a \$50 fee.
4. Any lost key will incur a \$100 fee.
5. The Renter must return any key(s) to the UPCC staff within 48 hours, or 2 business days following the expirations of the rental period. For every 24 hours that the key is late, the Renter will incur a \$50 fee.
6. Copying of UPCC keys is prohibited and will result in a \$1000 fee to rekey the building.

CANCELLATIONS and DATE CHANGES

1. In the event of a cancellation of the Agreement, all payments made to date are **non-refundable**. All cancellations must be made in writing.
2. In the event the Renter is forced to change the date(s) of an event, every effort will be made by the UPCC to transfer reservations to support the new date(s). The Renter further understands that last minute changes can impact the quality of the event and that UPCC is not responsible for these compromises in quality.

LOCATIONS AND SERVICES

The Renter requests to reserve the following locations at the UPCC (check all that apply).

Locations

	<u>Commercial</u>	<u>Non-Profit*</u>	<u># of</u>	<u># of</u>	<u>Totals</u>
	<u>Price Per</u>	<u>Price Per Hour</u>	<u>Hours Per</u>	<u>Weeks</u>	
<input type="checkbox"/> UPCC & Midland Pavilion	\$ 294.00	\$ 200.00			
<input type="checkbox"/> UPCC Only	\$ 189.00	\$ 125.00			
<input type="checkbox"/> Main Room	\$ 105.00	\$ 75.00			\$ -
<input type="checkbox"/> Midland Pavilion Only	\$ 105.00	\$ 75.00			\$ -
<input type="checkbox"/> North Room	\$ 36.00	\$ 25.00			\$ -
<input type="checkbox"/> Community Room	\$ 36.00	\$ 25.00			\$ -
	TOTAL \$				-
	Discount (Prorated) \$				-
	Monthly Discount \$				-
	Security Deposit \$				400.00
	TOTAL DEPOSIT \$				400.00
	Balance \$				-

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*Non-Profit rates apply to 501 (c) (3) organizations, government entities, and City of Woodland Park employees. Refer to Exhibit A for detailed Non-Profit policies and procedures.

RULES AND REGULATIONS

The following list of rules and regulations is to be upheld by the Renter, volunteers of the Renter, vendors of the Renter, and Renter representatives.

GENERAL

1. The Renter is held responsible for any and all damages and losses to the building and/or the contents.
2. The City of Woodland Park and the UPCC shall not be held responsible for any damage or loss, which may occur to non-City of Woodland Park property, brought to or exhibited on the premises.
3. Maximum occupancy of the UPCC is three hundred (300) people. The user shall not admit to the premises a number of persons greater than the stated capacity.
4. Event Venue Contracts are non-transferrable.

DECORATIONS

1. Decorations must be reviewed and subject to approval by the UPCC staff.
2. Decorations must be removed without leaving damages.
3. Decorations may be hung from existing hooks and/or nails. Any other nails, hooks, tacks, tape, pins or screws may not be used to hang decorations.
4. All decorations must be removed directly following the departure of the last guest, unless special arrangements have been made between the Renter and the UPCC.
5. No hay or straw is allowed inside the building.
6. No furniture, fixtures, or equipment will be placed so as to obstruct passageways and emergency avenues or egress.
7. No furniture, fixtures, or equipment will be placed on the dance floor, unless preapproved by the UPCC staff.
8. No smoke/fog or bubble machines allowed.
9. No open flame candles allowed.
10. The use of birdseed is permitted only outside for wedding and reception farewells.
11. Rice, confetti, balloons, glitter, pyrotechnics, and sparklers are not permitted inside or outside the facility.

FOOD

1. Food details and kitchen needs must be coordinated with the UPCC staff no later than two weeks prior to the scheduled event.
2. If kitchen facilities are used, they must be cleaned by the Renter before leaving the premises.
3. If grills are used, they must be electric or propane, and used outside on pavement. (pending county and state fire bans)

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BEVERAGES/LIQUOR

1. All liquor must be served by the UPCC bartender, as The City of Woodland Park is the sole provider of alcoholic beverages to the UPCC.
2. State law prohibits any outside alcoholic beverages in the UPCC.
3. Beverage details and needs must be coordinated with the UPCC staff no later than two weeks prior to the scheduled event.
4. Alcoholic beverages may not be served to minors.
5. Kegs are prohibited.
6. The consumption of alcoholic beverages in any public place except the licensed premises of the UPCC is prohibited.
7. No staff member of the UPCC will permit the removal of alcoholic beverages from premises unless sealed with the appropriate cork or commercially manufactured top or stopper.
8. Any Renter transporting partially consumed alcoholic beverages must comply with the requirements for Colorado Law 42-4-13005, C.R.S.

Beverage/Liquor Requests _____

SMOKING

Smoking is prohibited inside the UPCC.

ILLEGAL SUBSTANCES/BEHAVIOR

1. Illegal substances are prohibited on all premises of the UPCC.
2. Any behavioral disturbances are prohibited and are subject to immediate removal from premises along with contact of local authorities.
3. The consumption, distribution, or smoking of marijuana or marijuana products is strictly prohibited.

CHILDREN

All children under the age of 16 must be supervised at all time.

ANIMALS

1. No pets or any other animals are allowed in the UPCC.
2. Service animals are welcome.

PHOTOGRAPHY

The UPCC uses live, video and still photography to assist with promotion of the venue. All photos taken at the UPCC by the Renter’s photographer will also be the property of the UPCC to be used solely for promotional purposes. No boudoir or nude photography is permitted anywhere at the UPCC.

ADVERTISING

1. No signs are to be placed outside the building without approval from the City Planning Department (719-687-9246).

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- 2. Advertising inside the UPCC is prohibited, unless approved by UPCC staff.
- 2. Marquee must be reserved prior to event.

Marquee Requested Dates _____

Marquee Requested Wording _____

TERMINATION

- 1. The UPCC staff may terminate this Agreement at any time, without liability to the UPCC or the City of Woodland Park.
- 2. Should the Renter fail to perform the terms and conditions of the Agreement, the UPCC staff may terminate this Agreement without prior notice to the Renter.

INDEMNIFICATION

The Renter expressly agrees to indemnify and hold harmless the City of Woodland Park/UPCC from any claims, losses, liabilities, costs, damages, or related expenses incurred by the City/UPCC, its agents and employees, as a result of any injury to any person or any damage to any property arising in any way out of the use of the leased premises by the Renter or any employee, agent, independent contractor, invitee, guest or licensee, including any person attending or attempting to attend the event or activity for which the premises are being leased, whether or not such person has been invited or authorized to attend by the Renter. The Renter's liability under this paragraph shall include all costs and expenses incurred, including, but not limited to, reasonable attorney's fees. The City/UPCC's right to indemnity under this agreement shall arise even though joint or concurrent liability may be imposed on the City/UPCC by statute, ordinance, regulation, or other law. Renter further agrees to assume any risk associated with the event for which this agreement is granted. Nothing herein is intended as a waiver of the City's governmental immunity.

By signing below, the Renter acknowledges receipt of this Event Venue Contract and agrees to comply with said rules and regulations as well as all applicable rules, laws, ordinances, and regulations adopted or established, by the City of Woodland Park, the Ute Pass Cultural Center and Midland Pavilion.

Print Name _____ Date _____

Signature _____

Approved by (UPCC Staff) _____ Date _____

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Exhibit A

Non-Profit Policies and Procedures

The following non-profit rates apply to 501 (c) (3) organizations*, government entities, hereinafter referred to as the "Entities" or "Entity".

VENUE USE

1. The above listed Entities will receive one rent free week per calendar year.
2. No Entity will be allowed a fee waiver from the City of Woodland Park for additional events within that calendar year.
3. After the Entities have received one rent free week, the posted non-profit rates apply to any and all events within that calendar year.

By signing below, the Entity acknowledges receipt of this Exhibit A, Non-Profit Policies and Procedures to the Event Venue Contract and agrees to comply with said rules and regulations as well as all applicable rules, laws, ordinances, and regulations adopted or established, by the City of Woodland Park, the Ute Pass Cultural Center and Midland Pavilion.

Entity Name _____

Print Name _____ Date _____

Signature _____

*Submit a copy of 501 (c) (3) documentation with the Event Venue Contract and Exhibit A, Non-Profit Policies and Procedures.

Approved by (UPCC Staff) _____ Date _____

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