

## FACILITY USE AGREEMENT – HOWELSEN BEACH SHELTER

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

In consideration of use of the Howelsen Beach Shelter, 840 Howelsen Parkway, facilities of the City of Steamboat Springs, the undersigned hereby agrees to the following:

1. **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)

2. **Permission to serve Alcohol. There are 2 scenarios in which serving alcohol will be permitted:**

1. If you are having a private party that is:

- by invitation only
- there is no charge to attend
- no charge for the alcohol

Please contact the City Clerk's Office at 970-871-8248 to obtain permission from the City Manager.

2. If you are having a public event and wish to serve alcohol (whether you are charging or not) a Special Events Liquor Permit is required. Please contact the City Clerk's office for an application at 970-871-8248.

- You MUST be a non-profit
- The permit is \$100
- Application must be submitted to City Clerk's Office 30 days in advance

Alcoholic beverages are **NOT** permitted outside the approved alcohol boundary.

\_\_\_\_\_ (Initial)

3. **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)

4. **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)

5. **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 (970-870-5588).

\_\_\_\_\_ (Initial)

6. **Dogs.** Dogs must be kept on a hand-held leash, no longer than 6 feet, and the pet owner is responsible for clean-up.

\_\_\_\_\_ (Initial)

7. **Cleaning.** Clean-up is the responsibility of the undersigned. Failure to properly clean up can result in additional fees. If trash exceeds provided trash cans, excess trash must be removed from premise. DO NOT leave excess trash outside bear-proof trash cans.

\_\_\_\_\_ (Initial)

# FACILITY USE AGREEMENT — CONTINUED

**8. 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)

**9. 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)

**10. Cancellation.** Request for cancellation of this agreement must be received 2 weeks prior to reservation to receive a full refund minus an administrative fee of 10% of the user fees. Notification not meeting this requirement will result no refund. Weather is at the renter's risk.

\_\_\_\_\_ (Initial)

**11. Additional Resources.** If your event requires additional city services (police/fire services, ski grooming, etc.), or any additional equipment such as; port-a-potties, extra garbage bins, tents/canopies (to protect irrigation lines and asphalt, no tent stakes are permitted in City parks) you are required to submit a Special Event Permit application, which must be submitted no later than 45 days before your event.

\_\_\_\_\_ (Initial)

**12. Cars.** No motor vehicles are allowed in Parks or on playing fields. The City of Steamboat Springs does not guarantee on-site parking as facilities utilizing the same on-site parking may be booked at any time and car-pooling and alternative transportation is strongly recommended. All guests of your event must park in LEGAL parking spaces only.

\_\_\_\_\_ (Initial)

**13. Laws.** The undersigned agrees to follow all federal, state, and local laws on premises and in regards to this rental.

\_\_\_\_\_ (Initial)

**14. 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.

\_\_\_\_\_ (Initial)

**15. Phone Number.** 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)

# FACILITY USE AGREEMENT – CONTINUED

**CLEANING, DAMAGE, SET-UP & CLEAN-UP FEES: A CREDIT CARD WILL BE 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 including carpets stains or failure to meet any of the above clauses. 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 and will provide another form of payment for the additional fees within 3 days of being notified of the failed payment.

**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 Howelsen Beach Shelter facility. I understand that not following these rules and conditions will be grounds for additional charges and denial of future City facility reservations.**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

By signing above you authorize the City of Steamboat Springs to charge your credit card for rental fees, and tax unless paid by another method. You are also authorizing any and all damage or cleaning charges incurred from your City of Steamboat Springs Facility Rental.

**Print Name:** \_\_\_\_\_ **Daytime Phone:** \_\_\_\_\_

**Group Event Name:** \_\_\_\_\_ **Date(s) of your Event:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**STAFF NOTES:**

Rental Fees: \$ \_\_\_\_\_ Tax ID #: \_\_\_\_\_ Payment Received: \_\_\_\_/\_\_\_\_/\_\_\_\_ Receipt #: \_\_\_\_\_

Payment Type: Cash \$: \_\_\_\_\_ Check #: \_\_\_\_\_ CC (last four digits): \_\_\_\_\_ Exp.: \_\_\_\_/\_\_\_\_ CVV: \_\_\_\_\_

**Credit Card:**      **VISA**                      **MASTERCARD**                      **DISCOVER**                      **AMERICAN EXPRESS**

Name as appears on card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ CVV (security digits): \_\_\_\_\_