

## Facility Use Agreement – Mesa School House

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

In consideration of the use of the Mesa School House, 33985 South Highway 40, a facility of the City of Steamboat Springs, the undersigned hereby agrees to the following:

1. **Release of 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. **Timing of Event: Time reserved must include set-up and clean-up time.** The undersigned cannot occupy the facility prior to or after their contracted time. All event settings, food, catered supplies, event props/equipment must be removed from the facility by the end of your contracted time. Failure to comply may result in additional fees. No refunds due to partial use of reserved time.  
\_\_\_\_\_ (Initial)
3. **Payment & deposit is due at the time of reservation:** Your reservation will **not be** approved without immediate payment with a credit card. The card must be included in your CivicRec Reservation System Profile. The card will be used for payment & to secure your deposit. **DAMAGE DEPOSIT:** \$100 (no alcohol) or \$500 (serving alcohol) (includes \$20.00 Key Deposit). **The card will not be charged for the deposit unless damages or non-compliance with this agreement occur. All events will be charged for the City's additional costs to clean after the event.**  
\_\_\_\_\_ (Initial)
4. **Cancellation: Request for cancellation of this agreement must be received 3 weeks prior to the reservation to receive a full refund less a \$50 processing fee. Notification not meeting this requirement will result in the loss of a one-day rental or the cost of your event if less than a day's rental. All cancellations will be charged a \$50 cancellation / processing fee.**  
\_\_\_\_\_ (Initial)
5. **Keys** are to be picked up at the Elkins House, **located at 927 Oak St**, no more than (1) day prior to your event or on **Friday by 11:30 if a weekend event.**
  - a. **Return the key** to the Elkins House, (during regular office hours), the next day or on Monday if the reservation occurs over the weekend.
    - i. **Option 2:** (after hours) return key to the Utility Drop Box in front of City Hall located at 137 10th St.
    - ii. **You must pick up a key prior to your event or you will not be able to access or secure the facility for your event.**
  - b. **Office Hours are Monday - Thursday 7:30am - 5:30pm / Friday 7:30am – 11:30 am.**
  - c. You may be charged a \$20.00 fee if you do not pick up keys during office hours or a \$20.00 replacement fee if you lose the keys or fail to return them within the designated time defined above.  
\_\_\_\_\_ (Initial)
6. **Permission to serve Alcohol: The City Clerk's office must be contacted at (970) 871-8275.**
  - a. **Serving alcohol in public requires a liquor permit/license.**
    - i. Non-profits are eligible to apply for a Special Events Permit (one time liquor permit) through the City Clerk's Office, 30 days in advance of the event – if the event is open to the public.
    - ii. If a Non-profit event is by invitation only and there is no charge for alcohol, a "special event permit" is not required but the City Clerk's office must still be notified.
    - iii. If a person or group is having a private party, that is not open to the public, by invitation only, there is no charge to attend the event and there's no charge for the alcohol then no license/permit is required however you must still notify the City Clerk.
  - b. Alcoholic beverages are **NOT** permitted outside of the Mesa School House.  
\_\_\_\_\_ (Initial)

7. **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). Please email to [hoss@steamboatsprings.net](mailto:hoss@steamboatsprings.net).  
\_\_\_\_\_ (Initial)
8. **Decorations: No glitter**, nails, screws, tacks, staples, hangers, tape, push pins, or other materials considered harmful or defacing to the facility structure are permitted. Command strips, glue pads (UHU TAC pads) or similar non-damaging removable products are allowed. **Tables & Chairs are not permitted outside.**  
\_\_\_\_\_ (Initial)
9. **Parking & Grounds:** The City of Steamboat Springs does not guarantee on-site parking. Vehicle parking is not allowed on any soft surfaces unless permission is received (in writing) by the City Parks and Recreation Department. Anything with a wheel(s) will remain on the designated road and is NOT allowed at any time on the lawn area. Tents/sunshades are allowed with approval & if secured with sand bags, the use of ground stakes are not allowed.  
\_\_\_\_\_ (Initial)
10. **Capacity:** The undersigned agrees to not exceed the maximum person capacities as determined by building code of 49.  
\_\_\_\_\_ (Initial)
11. **Security:** Security of the Mesa School House is the undersigned's responsibility during the scheduled time. The undersigned must lock the facility (all doors & all windows) when leaving. **Failure to do so may result in the loss of your deposit.** There is no exterior lighting on the Mesa School House Property. Lights will only be in use while a function is going on. **No outside activity after 9 pm; No reservation will continue past 10 pm. All inside and outside lights must be turned off when you leave the facility.**  
\_\_\_\_\_ (Initial)
12. **Cleaning:** Return all furniture to original location. Remove large pieces of trash from floor, empty all trash receptacles, clean and put away kitchen items used, remove your items from the refrigerator, clean all appliances used and etc. **You are responsible for removing all trash accumulated during your event as there is not a trash receptacle onsite.** Vacuuming is not necessary; please sweep floor/ carpet if necessary. Additional fees may apply in the event this clause is not met. Wipe down restroom fixtures, sinks, counters & floors. Clean kitchen appliances, sinks, counters and floors if used. You may be responsible for additional fees in the event this clause is not met. **Damages are the responsibility of the undersigned.**  
\_\_\_\_\_ (Initial)
13. **Food Concessions:** The sale of food or concession items to the public 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)
14. **Signage:** No signage, commercial activities (this includes but is not limited to auctions, bake sales, flea markets and trade shows), smoking or open flame, or port-o-lets are permitted on Mesa School House Property.  
\_\_\_\_\_ (Initial)
15. **Defined Hours of Use: Depending on the weather the facility is rentable May 1st through September 30th.** Use of the Mesa School House property is from 7:00 a.m. to 10:00 p.m.; no outside activity is allowed after 9:00 p.m. If a tent or canopy is erected it must be taken down the day of the event by 9:00 p.m. The facility is closed October 1<sup>st</sup> through May 1st. **Failure to comply may result in additional fees.**  
\_\_\_\_\_ (Initial)
16. **Laws:** The undersigned agrees to follow all federal, state and local laws on premises and in regards to this rental. **Dogs are not allowed in city buildings with the exception of service animals.** Smoke of any kind is not permitted inside the facility or within 20 feet of the building.  
\_\_\_\_\_ (Initial)
17. **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)

**18. Release of 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. COVID Liability Waiver Form required.**

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

\_\_\_\_\_

I have read the foregoing and the definitions attached hereto and incorporated herein by this reference. I fully understand my rights and obligations in connection with use of the Mesa School House.

**REQUESTING THIS RESERVATION COMMITS THE RENTER TO THE TERMS OF THIS AGREEMENT. THE RESERVATION WILL NOT BE APPROVED, OR FINALIZED UNTIL THIS AGREEMENT AND FULL PAYMENT IS RECEIVED & THE DEPOSIT IS SECURED WITH A CREDIT CARD IN YOUR PROFILE.**

**I acknowledge I will need to pick up / return the key as noted below:**

**Location – Elkins House, 927 Oak St / HOURS: M-Thurs 7:30 am – 5:30 pm / Friday BEFORE 11:30 AM**

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**Please provide the following information**

Date of your Event(s): \_\_\_\_\_ Use Fee Amount: \$ \_\_\_\_\_

Tax ID # if Claiming Tax Exemption: \_\_\_\_\_

Home & Cell Phone Number: \_\_\_\_\_

Will alcohol be sold or distributed at your event? Yes \_\_\_\_\_ No \_\_\_\_\_

Is your event open to the public? Yes \_\_\_\_\_ No \_\_\_\_\_

Insurance Certificate (if required - please check one):

Enclosed \_\_\_\_\_ (Insurance company to provide) \_\_\_\_\_ N/A \_\_\_\_\_

Type of Credit Card: \_\_\_\_\_ Credit Card (last 4 digits) \_\_\_\_\_ CVV # \_\_\_\_\_

**Please provide an additional contact person if you cannot be reached:**

Secondary (personal) Contact Name: \_\_\_\_\_ Number \_\_\_\_\_

**Please provide contact information for all 3<sup>rd</sup> party vendors hired for your event:**

*(Caterer, Event Planner, Event rentals, band, etc.)*

Vendor Name & Number: \_\_\_\_\_

Vendor Name & Number: \_\_\_\_\_

**I agree that I may be charged a fee if at the end of my reservation I have not removed all personal items used for my event at the Mesa School House.**

Signature \_\_\_\_\_

Date \_\_\_\_\_