

Bennett Community Center Policies and Rental Agreement



The following sets forth use and rental policies for the Bennett Community Center (the "Community Center"). By signing below, the Renter agrees to abide by the following terms and conditions:

- 1. Hourly Rentals:** The Renter must honor the specific start and finish times stated on the 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.** The Bennett Community Food Bank operates on the 1st and 3rd Fridays and Saturdays of each month. The 1st and 3rd Fridays are unavailable for rentals. The 1st and 3rd Saturdays the Food Bank operates from 8:30 a.m. - 10:30 a.m. The Community Center is not available during these times on said dates.
- 2. Full Use Rentals:** Based on at least 6 hours of rental. The Renter must honor the specific date stated on the 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 Public Works Department and noted in the special conditions section below. Public Works on-call staff can be reached at 303-644-3249 ext. 1045. The renter is responsible for setup and replacing tables and chairs, etc. to the storage areas. **A cleaning/damage deposit is required.** The Bennett Community Food Bank operates on the 1st and 3rd Fridays and Saturdays of each month. The 1st and 3rd Fridays are unavailable for rentals. The 1st and 3rd Saturdays the Food Bank operates from 8:30 a.m. - 10:30 a.m. The community center is not available during these times on said dates.
- 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 that are 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 and refrigerator must be wiped down. Wash and put away all dishes. Renter must remove all of Renter's items from the refrigerator and freezer at the end of the rental.
- 5. Audiovisual Equipment: A \$500 damage deposit fee will be charged for the use of the projector, projector screen, microphones, c.d. player, etc.** Renter must provide their own computer and necessary cables to access the Audiovisual Equipment (i.e., HDMI cable).
- 6.** Security deposits will not be charged to groups who use the Community Center on a regular basis.
- 7.** No unauthorized animals are allowed in the Community Center or on the grounds. Service animals are allowed in the Community Center as required by law.
- 8.** No nails, tacks, holes, duct tape, staples or any other form of attachment to the walls, ceiling, floors or other surfaces in the building is permitted.
- 9. 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.

- 10. 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.
- 11.** Smoking is not allowed in any part of the Community Center. Smoking must occur at least 15 feet from any and all outdoor entrances. **A charge will result in the event the building has an odor from smoking and needs to be cleaned.**
- 12.** 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.
- 13.** 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 Community Center.
- 14.** Music and noise must be kept to a reasonable volume level with particular attention paid to the Town's curfew/noise ordinances the proximity of private dwellings to the Community Center.
- 15.** In case of a disaster (blizzard, tornado, etc.) the Community Center may be used as a Red Cross Shelter and all prior agreements will be canceled at the Town Manager'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.
- 16.** The Community Center must be reserved at least 14 days prior to the rental date, 21 days if liquor will be present. All deposits and fees are required to be paid in full and certificates of insurance provided to the Town no later than 10 days prior to the event. Refunds will be made for cancellations if notice is given 48 hours before use time.
- 17.** A cancellation of the event and/or a request for refund must be submitted in writing to the Town of Bennett. Refunds for cancellations less than 48 hours before the event may be made, at the Town of Bennett's sole discretion, when the cancellation is due to circumstances outside the control of the organizer, such as weather or sickness.
- 18. At any function or activity where any alcoholic beverage is served or available, an additional deposit of \$200.00 is required. Security officers are also required and arrangements for security officers shall be made by the Renter. Proof of security arrangements is required to hold the event. All charges must be paid in advance of the use of the Center.**
- 19.** Groups or individuals using the Center are legally and financially responsible for any and all damages that 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. If Renter fails to reimburse the Town as provided in this section, the Town may use any lawful method of collecting such unpaid amounts. Renter shall be responsible for paying the Town's reasonable costs of collection, including without limitation, the fees and costs of a collection agency or legal counsel. The Town reserves the right to cancel or deny any further rental/use agreements with said individual and/or group.
- 20.** Groups or individuals using the Community 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 the Renter. This includes restrooms, counters, equipment, and chairs returned to their proper places.

21. At no time shall any portion of the sidewalks, entries or other access ways into the Community Center or public utilities on the premises be obstructed from use.
22. Renter agrees to collect and adhere to any and all applicable sales tax laws as required by applicable law.
23. Use of the Community Center in no way shall constitute an endorsement by the Town of Bennett of the Renter's event or activities. Unless otherwise authorized in writing by the Town, the Renter shall not imply in any way that the Town is sponsoring, co-sponsoring, or endorsing the Renter's event or activities. In advertising for the event, the Community Center shall be listed only as the location for the event.
24. Renter shall secure and keep a general commercial insurance policy covering personal injury and property damage in the amount of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate. Such insurance name the Town, its officers and employees as additional insureds. Renter shall provide a certificate of insurance as evidence that a policy or policies providing the coverages, conditions, and minimum limits required herein are in full force and effect, and shall be subject to review and approval by Town prior to commencement of the Renter's occupancy of the Community Center. The limits of such insurance shall not limit the liability of the Renter.
25. Private parties, including 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.
26. During the use of the Community Center, Renter agrees to comply with all state, fire and police rules and regulations and all Town laws, codes, ordinances, and this Agreement. Renter must strictly observe all occupancy limits required by law.
27. **INDEMNITY, RELEASE AND HOLD HARMLESS - PLEASE READ CAREFULLY.** Renter agrees to indemnify and hold the Town, its elected and appointed officers, agents, employees, and insurers harmless from and against all liability claims, damages, losses, and expenses, including but not limited to attorney fees, arising out of, resulting from, or in any way connected with (a) the Renter's use and occupancy of the Community Center; (b) the conduct of the Renter's event; (c) any liens or other claims made, asserted, or recorded against the Community Center as a result of the Renter's use or occupancy thereof; or (d) the rights and obligations of the Renter under this Agreement. The Renter releases the Town from any liability arising from or related to Renter's use and occupancy of the Community Center, excepting liability resulting from gross negligence or intentional misconduct.
28. This Agreement must be signed by an authorized representative of the Town to be effective. A copy of the Agreement must be kept by the Renter at the Community Center during times of Renter's use.
29. Renter acknowledges that it has read and understands all provisions of this Agreement and agrees to abide by its terms and conditions. Renter will communicate to individuals using the Community Center under this Agreement all policies and requirements regarding use of the Community Center.

30. An entry code for the Community Center, for each individual group will be assigned 24 to 48 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 and the deposit paid.

The cleaning/damage deposit will be returned only when it's deemed that the Renter has abided by the terms of the agreement.

Town Hall Business Hours:

Monday - Thursday: 7:00 a.m. - 5:00 p.m. Closed Fridays, Saturdays, Sundays and Holidays

After Hours/ On-Call Number: 303-644-3249 ext. 1045

For Emergencies Call 911

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

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

TOWN OF BENNETT

RENTER

Authorized Employee Printed Name

Renter Printed Name

Authorized Employee Signature

Renter Signature

RENTAL APPLICATION

Rental Date: From Date _____ Time: _____ to Date _____ Time: _____

Name of Responsible Party: _____

Address: _____

City: _____ State: _____ Zip code: _____

Email: _____ Phone: _____

Rental Purpose: _____

Estimated Attendance: _____

Certificate of Insurance Provided: _____

Special Conditions/Requirements: _____

For Non-profit Only. Please check one: () Fundraiser () Meeting () Party () Other

Non-Profit Tax Exempt Number: _____

Please Check the Room(s) and/or Additional Rental Add-On Items Needed:

_____ Main Room (Capacity 170)

_____ Lion's Room (Capacity 54)

_____ Kitchen (Includes use of oven, stove, refrigerator and sinks. See section 4 of Rental Agreement for details).

_____ Alcohol (Requires additional deposit and Renter must hire security officer(s). See section 18 of Rental Agreement for details).

_____ Audio/Visual Equipment Rental (WIFI and password necessary. See section 5 of Rental Agreement for details).

See attached fee schedule

Payments can be made at: Town of Bennett, 207 Muegge Way, Bennett, Colorado 80102 or online at

www.townofbennett.colorado.gov

After Hours On-Call Number: (303)644-3249 ext. 1045

In the event of an emergency, please call 911.

Town of Bennett Resident

"X"	Community Center Rental		Amounts
	Main Room Rental	\$250 (up to 6 hours)	
	MR-Additional Hours (per hour)	\$50	
	Lions Room Rental	\$50 (minimum 2 hours)	
	LR -Additional Hours (per hour)	\$10	
	Kitchen Rental	\$75	
	Total Rental Fees		
	Damage Deposit	\$150	
	AV Deposit	\$500	
	Liquor Deposit	\$200	
	Total Deposit Fees		
	TOTAL FEES		
	**Non Profit Event without fee 50%/with fee 25% off rental		

1-70 Corridor Resident (Watkins, Strasburg,

"X"	Community Center Rental		Amounts
	Main Room Rental	\$300 (up to 6 hours)	
	MR-Additional Hours (per hour)	\$50	
	Lions Room Rental	\$50 (minimum 2 hours)	
	LR -Additional Hours (per hour)	\$10	
	Kitchen Rental	\$75	
	Total Rental Fees		
	Damage Deposit	\$200-500	
	AV Deposit	\$500	
	Liquor Deposit	\$200	
	Total Deposit Fees		
	TOTAL FEES		
	**Non Profit Event without fee 50%/with fee 25% off rental		

Other Resident

"X"	Community Center Rental		Amounts
	Main Room Rental	\$600 (up to 6 hours)	
	MR-Additional Hours (per hour)	\$100	
	Lions Room Rental	\$75 (minimum 2 hours)	
	LR -Additional Hours (per hour)	\$30	
	Kitchen Rental	\$100	
	Total Rental Fees		
	Damage Deposit	\$300-500	
	AV Deposit	\$500	
	Liquor Deposit	\$200	
	Total Deposit Fees		
	TOTAL FEES		
	**Non Profit Event without fee 50%/with fee 25% off rental		

Recurring Use Rental

This applies to any organization wanting to utilize the community center for recurring meetings.

"X"	Community Center Rental	Amount
	(Main Room or Lions Room)	\$100 a month (subject to annual increase)

Proposed Days & Times for Recurring Use Rental

Day(s)	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Time(s)							

General Comments/Requests