

# Council Chambers

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## Rental Application & Information

PO Box 130 50 Lundgren Boulevard Gypsum, CO 81637

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### **USAGE FEES:**

All functions require a \$150 deposit, payable to the Town of Gypsum.

Weekday Usage 8am to 5pm:

½ day continuous	\$ 40.00
½ day onetime	\$ 50.00
Full Day Usage	\$100.00

Non-Profit Organizations will pay 50% of above fees. Verification of non-profit must be provided.

Government Agencies fees will be waived.

- ❖ Maximum occupancy is 100 people
- ❖ Events may be held 8:00am to 5:00pm Monday - Friday
- ❖ Facility must be cleaned up immediately after event
- ❖ Absolutely no alcoholic beverages allowed on the premises

Confirmation of date will be given upon the Town of Gypsum's receipt of the completed and signed contract and deposit.

All fees and deposit must be paid at least 30 days in advance of confirmed date, unless prior arrangements have been made with the Town of Gypsum.

All supplies and equipment related to your event can only be brought in the day of your event, and must be removed the day of your event, unless written requests have been approved in advance.

Premises must be cleaned to the conditions in which it was provided. This shall be determined by the Town of Gypsum. If the police are notified to check out your event, your entire deposit will be forfeited. It is the lessee's responsibility to notify the Town prior to use if the premises are dirty, or if there are any damages.

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### **LESSEE RULES FOR RETURN OF DEPOSIT**

The Lessee of the Town Council Chambers will lose his/her deposit if any provision of the Agreement/Lease is breached, and the following is not completed the day the facility is rented.

- 1) **KEY RETURN:** All key(s) must be returned via the night drop box located at the southwest corner of the building immediately after clean up.
- 2) **TABLES AND CHAIRS:** Wipe down all table tops and chairs, and remove any items from the underside (i.e. tape and gum). Put back the tables and chairs the same as you found them.
- 3) **TRASH:** Remove and replace all trash liners. Make sure all trash is picked up.
- 4) **KITCHEN:** Wipe down all counter tops, clean sinks, sweep and mop floor, and wipe down all appliances including the inside.
- 5) **RESTROOMS:** Wipe down all counter tops, clean sinks, sweep and mop floor, clean toilets.
- 6) **PARKING LOT AND GROUNDS:** Pick up all trash, sweep parking lot for broken glass, and pick up all cigarette butts.
- 7) **GENERAL:** Remove all decorations, tape, and any signs posted. Sweep and mop as needed.

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### TOWN OF GYPSUM COUNCIL CHAMBERS USAGE AGREEMENT/LEASE

Application Date: \_\_\_\_\_

Usage Date: \_\_\_\_\_

Usage Time: From \_\_\_\_\_ To \_\_\_\_\_ (This should include set up and clean up)

\_\_\_\_\_  
**Name of Applicant/Contact Person**

*\*Must be on-site during the event and will act on behalf of the Group on all levels of responsibility for usage.*

\_\_\_\_\_  
**Name of Organization if applicable**

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

**Phone Number**

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

**Cell Phone Number**

*\*Day of Event Contact Number*

\_\_\_\_\_  
**Physical Mailing Address**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**Type of Event/Activity**

**Number of people expected at event:** \_\_\_\_\_

**A liquidated damage/security deposit is required of all users and is due upon execution of this Agreement in the amount of \$150.00.**

**The Liquidated Damage/Security Deposit will be returned to the Sponsor upon completion of the event and inspection of the Town Hall Council Chambers, if no breaches of this Agreement have occurred. The Deposit is forfeited if the Council Chambers, restrooms, kitchen parking lot and Town Hall grounds are not cleaned in accordance with Lessee Rules for Return of Deposit attached hereto. If damage has occurred or the Premises are not cleaned, the costs of repairs or cleaning will be deducted. If these costs are greater than the Deposit, the Sponsor will be billed for the balance. Failure to return keys will result in loss of the entire Deposit, and Sponsor/Lessee shall pay any additional expenses associated with re-keying the Town Hall locks. Lessee agrees that damages associated with other breaches of the Agreement are not easily ascertained, but that the amount of Deposit is a reasonable estimate, and that in the event of any other breach by Lessee, the full amount of the deposit shall be forfeited to the Town of Gypsum, Co. (Town), as liquidated damages.**

**An Insurance Certificate may be required. If required, insurance adequate to cover injuries and or damages for this specific use is in force and will remain in force during the term of the Agreement.**

**Insurance Certificate Required     Yes     No**

**A fee of \$40 will be imposed on all returned checks, and may be deducted from the Damage/Security Deposit.**

**The Sponsor/Lessee has inspected the Room and is familiar with the present condition thereof, and agrees to accept the premises in such condition at the commencement of the Agreement/Lease term unless noted. The Sponsor/Lessee shall notify the Town prior to commencing use if the premises is not in a clean and undamaged condition, and waives the right to allege the same if use is commenced without such prior notice to the Town. The Town reserves the right at any time to enter onto the Premises to review Lessee's actions and /or for any other reasonable purpose.**

**The Lessee shall not assign nor sublet the Premises or any portion thereof. No entrance, participation or other fees or charges of any nature shall be imposed or collected for participation in the permitted Event without express written permission of the Town.**

**All advertisement of whatever nature of the permitted Event must be approved by the Town.**

**The Lessee shall provide for appropriate policing of the Premises in order to maintain public peace and order, litter and trash control, enforcement of policies, and adherence to the terms of the Agreement/Lease. All Agreements/Leases maybe reviewed by the Eagle County Sheriff's Department for recommendations regarding security. Sponsor/Lease shall provide supervision and security, including uniformed law enforcement officers, if determined necessary by the Town, in its sole discretion. No alcoholic beverages are permitted on the Premises. If any such alcoholic beverages are sold and/or supplied by whatever means on the Premises by Lessee, his/her agents, or invitees, the Eagle County Sheriff's Department will be notified immediately.**

**If any law enforcement personnel respond to the event because of any disturbance, a breach of the Agreement/Lease shall occur and the Liquidated Damage/Security deposit shall be forfeited.**

**The Sponsor/Lessee will be responsible for the conduct and control of participants and will ensure that all federal, state, city and county laws and regulations are followed, including occupancy limits of the applicable fire code. Any breach of such laws and regulations shall result in forfeiture of the Liquidated Damage/Security Deposit.**

**The Town Hall is a smoke free building. No smoking is allowed anywhere within the Town Hall. Failure of Sponsor/Lessee to enforce this policy will result in forfeiture of the Liquidated Damage Security Deposit.**

**The Sponsor/Lessee agrees to assume liability for all injuries and damages resulting from the use of the Town Hall and agrees to indemnify, defend and hold the Town harmless from and against all claims, loss or liability resulting from such use.**

**All representations contained in this Lease/Agreements, including the number of participants, time and date of the event, and function description, and all attachments, including the Usage Fees, Lessee Rules for Return of Deposit, Town of Gypsum Council Chambers Usage Agreement/Lease, Waiver and Release from Liability and Agreement to Indemnify are incorporated herein as material terms of this Lease/Agreement. Any breach by Tenant of any terms of this Lease/Agreement shall result in the forfeiture of the Liquidated Damage/Security Deposit as reasonable liquidated damages.**

**Usage Fee**        \$ \_\_\_\_\_

**Deposit Amount** \$ \_\_\_\_\_

**Total Fees due**    \$ \_\_\_\_\_

*Deposit must be paid in full before rental date will be scheduled and held. Submission of the event application form without a deposit check will not guarantee your rental. All payments, for deposit and fees, are to be made payable to the Town of Gypsum.*

*Lessee Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Print Lessee Name:* \_\_\_\_\_

*Town of Gypsum Authorized Signature* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Print Town of Gypsum Authorized Name:* \_\_\_\_\_

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### **WAIVER AND RELEASE FROM LIABILITY AND AGREEMENT TO INDEMNIFY**

**IN CONSIDERATION of being permitted by the TOWN OF GYPSUM, COLORADO (“Town”) to enter onto its property known as the Town Council Chambers located at / within the Gypsum Town Hall, 50 Lundgren Boulevard, Gypsum, Colorado (“Council Chambers”), pursuant to the TOWN OF GYPSUM COUNCIL CHAMBERS USAGE AGREEMENT/LEASE to which this RELEASE is attached, \_\_\_\_\_ (“Releaser”) hereby agrees as follows:**

1. The undersigned is authorized to make this application on behalf of the Releaser.
2. The use of the Town Council Chambers (“Premises”) authorized by the Town shall take place as noted in the TOWN OF GYPSUM COUNCIL CHAMBERS USAGE AGREEMENT/LEASE. Should Releaser use the Premises at any other time, this Release, Waiver and Agreement shall continue to apply unless specifically revoked in writing to the Town and received prior to such use.
3. That upon entering the Premises, Releaser will continuously thereafter inspect such surroundings and facilities and all portions thereof, and its continued use thereof shall constitute an acknowledgment that it has inspected the Premises and finds and accepts the same as being safe and reasonably suited for the purposes of the use; and further agrees and warrants that if at any time the Premises is deemed to be unsafe, Town officials will be notified, and use of the facility will be terminated.
4. **RELEASOR HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE TOWN OF GYPSUM, COLORADO, its officers, officials, and representatives on account of injury or damage to the person or property of the Releaser, its members, guests, invitees, officers or agents whether caused by the negligence of the Town or otherwise, while Releaser utilizes the Premises.**
5. **RELEASOR AGREES TO INDEMNIFY AND HOLD HARMLESS the Town from any liability, damage or cost which may be incurred to or due to the presence of the Releaser, its members, guests, invitees, officers or agents within the Premises, whether caused by the negligence of the Town of otherwise.**

6. RELEASOR HEREBY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the Town or otherwise while in or upon the Premises and/or while competing , officiating, observing or working for or participation in the event which is the subject of the Agreement.
  
7. NO INTOXICATING BEVERAGES ARE PERMITTED ON THE PREMISES. IN THE EVENT INTOXICATING BEVERAGES ARE SERVED OR SUPPLIED BY WHATEVER MEANS ON THE PREMISES, THE EAGLE COUNTY SHEFIFF’S DEPARTMENT WILL BE CONTACTED IMMEDIATELY.
  
8. Releaser expressly agrees that the forgoing release, waiver, and indemnifying agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado, and further that if any portion thereof is held invalid, the remainder of this agreement shall continue in full legal force and effect.

RELEASOR HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT on behalf of its members, guests, invitees, officers or agents and further agrees that no oral representations, statements or inducements have been made.

\_\_\_\_\_  
Date

\_\_\_\_\_  
RELEASOR SIGNATURE

\_\_\_\_\_  
PRINTED NAME OF RELEASOR

\_\_\_\_\_  
RELEASOR TITLE

\_\_\_\_\_  
RELEASOR ORGANIZATION

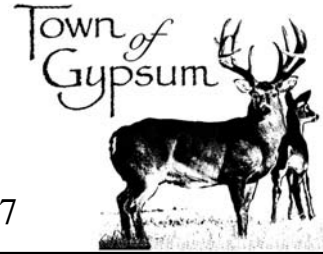
\_\_\_\_\_  
Date

\_\_\_\_\_  
SIGNATURE - WITNESS – TOWN OF GYPSUM AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME - WITNESS – TOWN OF GYPSUM AUTHORIZED REPRESENTATIVE

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### FOR OFFICE USE ONLY

Sponsor/Lessee Name: \_\_\_\_\_

Date of Event: \_\_\_\_\_

- Deposit Received \_\_\_\_\_ Date
- Usage Fee Received \_\_\_\_\_ Date
- Insurance Certificate Received (if required) \_\_\_\_\_ Date
- Signed & completed Usage Agreement/Lease Received \_\_\_\_\_ Date
- Signed & completed Waiver & Release from Liability & Agreement to Indemnify Received \_\_\_\_\_ Date
- Date reserved and marked on Town calendar
  
- Building was left clean and undamaged. Deposit was returned in full on \_\_\_\_\_ (Date).

\_\_\_\_\_ Signature of Authorized Town of Gypsum Representative

- All/Part of the damage/cleaning deposit was retained for reasons listed below. Cleaning charges were assessed at \$20.00 per hour. Damages were assessed as explained below.

\$\_\_\_\_\_ Retained    \$\_\_\_\_\_ Returned    \_\_\_\_\_ (Date).

Description/Purpose of Additional Cleaning:

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Description of Damages:

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