

Eagle Valley Rod and Gun Club Training & Event Center

Rental Application & Information

USAGE FEES:

DEPOSIT:

Damage/Security Deposit - \$500 Main Floor and \$250 Basement Level, payable to the Eagle Valley Rod and Gun Club (EVRGC).

**No alcohol will be allowed on the premises or in the clubhouse facility. Subject to change.*

RENTAL:

Facility Rentals are daily from 8AM to 8AM the next morning.

Main Floor Rental	<i>Monday - Thursday</i>	<i>Friday - Saturday</i>	<i>W/ Range Rental</i>
Gun Club Members	\$100.00	\$200.00	TBD
Resident (Town of Gypsum)	\$125.00	\$250.00	TBD
Non-Resident	\$200.00	\$400.00	TBD

1/2 Basement Rental	<i>Monday - Thursday</i>	<i>Friday - Saturday</i>	<i>W/ Range Rental</i>
Gun Club Members	\$40.00	\$60.00	TBD
Resident (Town of Gypsum)	\$60.00	\$80.00	TBD
Non-Resident	\$80.00	\$100.00	TBD

Full Basement Rental	<i>Monday - Thursday</i>	<i>Friday - Saturday</i>	<i>W/ Range Rental</i>
Gun Club Members	\$60.00	\$90.00	TBD
Resident (Town of Gypsum)	\$90.00	\$120.00	TBD
Non-Resident	\$120.00	\$150.00	TBD

Confirmation of date will be given upon the EVRGC receipt of the completed and signed contract and deposit.

All fees and deposit must be paid in full at least 30 days in advance of confirmed event date, unless prior arrangements have been made with the Eagle Valley Rod and Gun Club.

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.

Please ensure all proper forms for event are completed with the Event Center Coordinator, Chris Huffman. (970) 904-5913 Forms are available at www.eaglevalleyrodandgunclub.com.

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LESSEE RULES FOR RETURN OF DEPOSIT

The Lessee of the Gun Club Training & Event Center will forfeit all or part of his/her deposit if any provision of the Agreement/Lease is breached, and the following is not completed with in rental duration agreement. Facility Rentals are daily from 8AM to 8AM the next morning.

The EVRGC does not provide cleaning detergents, toilet paper, paper towels, trash liners, soap, etc. These items are lessee's responsibility. EVRGC will supply a vacuum, brooms, dustpan, mop and mop pail. EVRGC provided items are not to be removed from the property.

1. GENERAL

- a. Absolutely **NO SMOKING** in or around the building
- b. Absolutely no access to the gun club storage sheds or shooting range unless prior notification/approval of use
- c. Close and lock all doors and windows (*do not remove screens*)
- d. Remove all decorations/Signage and *all* tape inside and outside the facility
- e. Vacuum all carpeted areas

2. KITCHEN

- a. Wipe down all counters
- b. Clean sinks
- c. Clean stovetop and oven
- d. Remove all food items from the refrigerator/freezer and wipe down
- e. Sweep and mop floor

3. RESTROOMS

- a. Wipe down all counters
- b. Clean sinks and toilets
- c. Sweep and mop floor

4. PARKING LOT AND GROUNDS

- a. Pick up all trash
- b. Remove any signs and/or decorations (*including tape*)used for event

5. TRASH

- a. Pick up **ALL TRASH** inside and outside of facility.
- b. Empty and wipe down all inside trash cans (*black 400 Gal. garbage containers are available outside of the building for event trash disposal*)

Premises must be cleaned to the conditions in which it was provided. This shall be determined by EVRGC. It is the lessee's responsibility to notify the Gun Club prior to use if the premises are dirty, or if there are any damages.

If the police are notified to check out your event, your entire deposit will be forfeited.

IF THE PREMISE IS NOT PROPERLY CLEANED AND WINDOWS/DOORS ARE LEFT UNLOCKED, YOU WILL LOSE ALL OR PART OF YOUR DEPOSIT. IT SHOULD BE LEFT IN THE CONDITION IN WHICH YOU FOUND IT.

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EAGLE VALLEY ROD AND GUN CLUB FACILITY USAGE AGREEMENT/LEASE

Application Date: _____

Usage Date(s): _____

Name of Applicant/Contact Person

**Will act on behalf of the Group on all levels of responsibility for usage of the Gun Club Training & Event Center*

Name of Organization if applicable

(_____)

Phone Number/ Mobile Number

E-mail address

**Event Contact Number and e-mail*

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.

The Liquidated Damage/Security Deposit will be returned to the Sponsor upon completion of the event and inspection of the Gun Club Training & Event Center if no breaches of this Agreement have occurred. The Deposit is forfeited if the Training / Event Center, restrooms, kitchen, parking lot and/or grounds are not cleaned in accordance with Lessee Rules for Return of Deposit attached hereto. If damage/loss has occurred or the premises are not cleaned, the costs of repairs/replacement 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 Gun Club Training & Event Center. 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 Eagle Valley Rod and Gun Club (Gypsum, CO), 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

The Sponsor/Lessee has inspected the Gun Club Training & Event Center 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 EVRGC 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 EVRGC. EVRGC 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 EVRGC.

All public advertisement of whatever nature of the Event must be approved by the EVRGC.

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 may be 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 EVRGC, 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 Gun Club Training & Event Center and Shooting Range are a smoke-free facility. No smoking is allowed anywhere within the Gypsum Shooting Sports Park. 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 Gypsum Shooting Sports Park/Training & Event Center and agrees to indemnify, defend and hold the EVRGC 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, the Lessee Rules for Return of Deposit, the Eagle Valley Rod & Gun Club Usage Agreement/Lease, and the 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.

Rental Area: (Circle all that apply) Main Floor Full Basement 1/2 Basement (North side / South side)

Rental Fee: \$ _____

Deposit Amount: \$ _____

Total Fees: \$ _____ CK# _____ Date: _____

*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 Eagle Valley Rod & Gun Club. *A fee of \$40 will be imposed on all returned checks and may be deducted from the Damage/Security Deposit.**

Lessee Signature: _____ Date: _____

Print Lessee Name: _____

EVRGC Authorized Signature _____ Date: _____

Print EVRGC Authorized Name: _____

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WAIVER AND RELEASE FROM LIABILITY AND AGREEMENT TO INDEMNIFY

IN CONSIDERATION of being permitted by the EAGLE VALLEY ROD AND GUN CLUB (“EVRGC”) to enter onto its property known as the GYPSUM SHOOTING SPORTS PARK GUN CLUB TRAINING & EVENT CENTER located at 100 Gun Club Road, Gypsum, Colorado, pursuant to the GUN CLUB TRAINING & EVENT CENTER 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 Gun Club Training & Event Center (“Premises”) authorized by the EVRGC shall take place as noted in the GYSPUM GUN CLUB TRAINING & EVENT CENTER 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 EVRGC 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, the EVRGC will be notified, and use of the facility will be terminated.
4. **RELEASOR HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE EAGLE VALLEY ROD AND GUN CLUB (EVRGC), 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 EVRGC or otherwise, while Releaser utilizes the Premises.**
5. **RELEASOR AGREES TO INDEMNIFY AND HOLD HARMLESS the EVRGC from any liability, damage or cost which may be incurred by 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 EVRGC of otherwise.**
6. **RELEASOR HEREBY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the EVRGC 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/PRODUCTS ARE PERMITTED ON THE PREMISES. IN THE EVENT INTOXICATING BEVERAGES/PRODUCTS ARE SERVED OR SUPPLIED BY WHATEVER MEANS ON THE PREMISES, THE EAGLE COUNTY SHERIFF'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 – EVRGC AUTHORIZED REPRESENTATIVE

PRINTED NAME - WITNESS – EVRGC 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 EVRGC calendar

- Building was left clean and undamaged. Deposit was returned in full on _____ (Date).

_____ Signature of Authorized EVRGC 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

Returned by: _____ (EVRGC Representative) _____ (Date)

Description/Purpose of Additional Cleaning:

Description of Damages:
