

Eagle County Policies and Procedures Manual
for
Facility Rentals



EAGLE COUNTY
Facilities

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Introduction

Purpose of Policies and Procedures

The purpose of the Eagle County Policies and Procedures Manual for Facilities Rental (the “Policies and Procedures Manual”) is to provide a fair and consistent guideline for the use and rental of certain Eagle County facilities and to provide a safe and quality experience for the citizens of Eagle County using one of the County facilities. Only the Eagle County Board of County Commissioners may waive any part of these Policies and Procedures.

The following Eagle County facilities are available for public use for meetings or other events (each a “Facility”):

- Eagle County Building Facilities
 - Eagle County Room
 - Holy Cross Room
 - Garden Level Classroom
- El Jebel Community Center Facilities
 - Mt. Sopris Room
 - Spruce Room
 - Pinion Room
- Miller Ranch Community Center

See **Exhibits A- F** to this Policies and Procedures Manual for a description of the Facilities and associated maps and directions.

Fee and Use Policy

I. Purpose of Fees

The rental fees for use of an Eagle County Facility generate revenues which offset the operational costs of the Facilities, and provide funds for future facility improvements.

II. Establishment of Fees

Rental fees for Eagle County Facilities will be reviewed on an annual basis with consideration given to:

- The service needs of the communities
- Competitive and reasonable local rental rates
- Operational costs and the need for future capital improvements
- The facility target user market

III. Fee Categories

It is the policy of Eagle County to charge rental fees to individuals, companies, organizations, and entities (each a “User”) who use the Facilities. Users are divided into four fee categories:

A. Government

The Government rate applies to Eagle County and its departments, cities and towns within

Eagle County, special districts, Eagle County School Districts and state and federal agencies. Government Users may use the Facilities without charge, schedule permitting.

B. Nonprofit

The Eagle County non-profit rate applies to any organization with a majority (80%) of its membership residing within Eagle County, and which sponsors educational, civic, athletic, or public service events on a nonprofit basis.

Organizations must be registered with the Colorado Secretary of State's office and organized as a non-profit corporation under the laws of the State and/or as having non-profit status recognized by the Internal Revenue Service.

Organizations must provide proof of non-profit status and incorporation to the Facilities Management office.

C. Eagle County Resident Rate

The Eagle County Resident rate applies to any individual residing in Eagle County, using the Facilities for a private, non-commercial event. Eagle County residency may be validated by a Colorado drivers' license or voter registration card.

D. Standard Rate

The standard and/or non-resident rate applies to: (1) for-profit organizations or entities and (2) non-Eagle County residents and organizations or entities with a principal place of business located outside of Eagle County. Individuals or entities using the Facility classrooms may not charge admission fees, registration fees, class or clinic fees or other charges for admission or participation in an event.

IV. Use of Facilities

A. Rental Agreement, Fees and Damage Deposit

Users are required to execute a Rental Agreement and an Eagle County Facilities Agreement Rider (Warning and Acknowledgement of Risk, Release of Liability, Waiver of Certain Rights and Indemnity Agreement)("Waiver and Release Rider") for use of a particular Eagle County Facility. Except as specifically set forth herein, Users must also pay a rental fee and a damage deposit. Fees are based on a flat per day charge per Facility. If additional services are requested, additional charges may apply. Users of a Facility will be charged the fees in effect on the date the Rental Agreement is signed and submitted to the County. A copy of the **Rental Agreement** is attached to this Manual as **Exhibit E** and a copy of the **Waiver and Release Rider** is attached to this Manual as **Exhibit F**.

B. Reservations

Users must contact Eagle County Facilities Management to determine date availability and to obtain a Rental Agreement and Waiver and Release Rider. Consideration may be given to the User to rent the same dates for the following year; however, there is no guarantee of availability until a signed Rental Agreement and Waiver and Release Rider are signed and submitted to Eagle County. It is the User's sole responsibility to obtain and submit a signed Rental Agreement and Waiver and Release Rider to Facilities Management for use of a Facility.

C. Use of Facilities

- 1. El Jebel Use:** The meeting rooms are unlocked during regular business hours. For afterhours use, Facility access badge and/or keys are distributed by the Clerk & Records office. For after-hours meetings, the User must pick up the badge/key by **4:30 p.m. the day of the scheduled meeting / event. All events must conclude by 9:00 p.m.**

2. **Eagle Use:** The meeting rooms are unlocked during regular business hours. For afterhours use, Facility access badge and/or keys are distributed by the Facilities Management office. For after-hours meetings, the User must pick up the badge/key by **4:30 p.m. the day of the scheduled meeting / event. All events must conclude by 9:00 p.m.**
3. **Miller Ranch Use:** The meeting rooms are unlocked during regular business hours. For afterhours use, please contact Facilities Management at 970-328-8880 or email facilities@eaglecounty.us for access instructions. **All events must conclude by 9:00 p.m.**
4. **Access badges/keys:** All access badges/keys must be left in the drop box at the applicable Facility at the conclusion of the meeting / event. User agrees that the following expense may be deducted from the damage deposit: \$25.00 fee for replacement of access badges/ keys when badge or key is lost or the User fails to return the badge/key to the Facility.
5. Eagle County Facilities are non-smoking, drug, and alcohol free facilities.

D. Payment Policies

1. **Rental Fee.** Fees for use of Facilities are set forth in the chart below. Fees must be paid at least two weeks prior to the scheduled event.
2. **Damage Deposit.** Users must pay a damage deposit as set forth in the chart below at least two (2) weeks prior to the scheduled event. Eagle County Facilities Management accepts personal checks, business checks, cashier's checks, or money orders. No credit cards or cash are accepted. See the General Use Policies for more information concerning the damage deposit.
3. **Bad Check Policy.** If a check is returned by the bank for any reason, the User will be assessed the actual return fees charged to Eagle County. The User will then be required to make payment with certified funds. The event will not be held until certified funds are received.

FEE SCHEDULE

Meetings

Facility	Government Rate	Eagle County Resident Non-Profit Organization Meeting Rate	Security Deposit
Eagle County Room	N/C	Mon-Thurs: \$25 Fri after 6 pm – Sun: \$50	\$150
Holy Cross Room	N/C	Mon-Thurs: - \$25 Fri after 6 pm – Sun: \$50	\$150
Garden Level Classroom	N/C	Mon-Thurs: \$25 Fri after 6 pm – Sun: \$50	\$150
Mt. Sopris	N/C	Mon-Thurs: \$25 Fri after 6 pm – Sun: \$50	\$250
Spruce	N/C	\$25	\$150
Pinon	N/C	\$25	\$150
Miller Ranch	N/C	Mon-Thurs: \$25 Fri after 6 pm – Sun: \$50	\$250

Events

Facility	Government Rate	Eagle County Resident Non-Profit Organization Party Rate	Security Deposit
Mt. Sopris Room	N/C	\$200	\$550
Spruce Room	N/C	\$50	\$150
Pinion Room	N/C	\$50	\$150
Miller Ranch	N/C	\$200	\$550

General Use Policies

Eagle County controls and manages the Eagle County Facilities at all times, and shall have the right at all times to enforce all rules and regulations in effect, including, but not limited to, those contained in this Policies and Procedures Manual. Eagle County shall have the right, at its discretion, to eject or deny the use of a Facility to any person who fails or refuses to comply with this Policies and Procedures Manual or other Eagle County rules and regulations.

Access

Eagle County employees responsible for management and maintenance of the Facilities shall have the right to access the Facilities at any time during any event.

Accident Management

In the case of an accident or emergency, the User agrees to cooperate with Eagle County personnel in the formulation of an action plan and response to media inquiries.

All accidents, occurrences, and incidents must be reported to Eagle County Facilities Management as soon as possible, but no later than the next business day. The phone number to call is 970-328-8880.

Advertising

Users shall not be allowed to display any sponsor advertising in any Eagle County Facility.

Alcoholic Beverages

Alcohol is strictly prohibited at all Eagle County Facilities.

Cancellation of Event

Please inform Facilities Management at least 24 hours in advance of cancellation of a scheduled event. The County shall not be responsible for any consequences, monetary or otherwise, due to cancellation of an event by a User.

The County reserves the right to cancel any event due to an emergency or act of God, as determined by the County in its sole discretion. The maximum liability of County to a User due to cancellation of an event by County, regardless of the reason for cancellation, is limited to the rental fees and damage deposit paid by the User. Users are encouraged to obtain event cancellation insurance. The County will not assume liability for cancellations due to emergencies or unforeseen circumstances.

Cleaning Responsibilities

Please refer to **Exhibit A** of the **Rental Agreement** for the Cleaning Responsibilities Form, which contains the cleaning requirements which must be met following use of a Facility. Failure to meet the cleaning requirements may result in partial or total forfeiture of the damage deposit and additional charges. The **Rental Agreement** is attached to this Policies and Procedures Manual as **Exhibit G**.

Damage Deposit and Excess Damage Costs

Users shall be held responsible for all damages to the Eagle County Facilities and property which occur during a scheduled event. All Users shall post a damage deposit with Facilities Management in the amount set forth in the chart above. The deposit shall be due and payable at least two weeks prior to a scheduled event.

The damage deposit will be refunded within forty-five (45) days following the conclusion of an event if: (i) the Facility is left in a clean, usable and undamaged condition; (ii) there is no trash left in the Facility and all personal property has been removed from the Facility; (iii) the Facility badge or key has been returned to the

Facility in a timely manner and (iv) the User has adhered to this Policies and Procedures Manual and any other Eagle County rules and regulations. If the User fails to clean the Facility to the satisfaction of the County or if the Facility is damaged during the User's occupancy and/or during the User's scheduled event, all cleaning and damage expenses incurred by the County to restore the Facility to its condition prior to the User's occupancy or event shall be deducted from the damage deposit. In the event that the damage deposit does not cover the damage, the excess cleaning and damage expenses shall be charged to the User within ten (10) working days after the event. The User shall pay the expenses within twenty (20) days after receipt of billing. Users will be charged a \$25.00 fee for replacement of access badges/ keys when the badge or key is lost or the User fails to return the badge/key to the Facility.

Please be aware that loss of your damage deposit may also occur for any of the following reasons: (1) leaving the Facility unsecured following an event (unlocked doors or windows); (2) propping any Facility doors open and leaving them open following an event; or (3) failure to be out of the Facility at the schedule time.

Decorations

Decorations, signs, banners and all similar materials may not be nailed, stapled or otherwise fastened to ceilings, doors, walls, glass, columns or painted surfaces. User may tie balloons and banners to permanent fixtures or use non-stick tape. This requirement applies to all of the Facilities. The User must remove all decorations at the conclusion of the event.

Deliveries

Deliveries will not be accepted by any Eagle County employees for any event or event holder.

Food Service / Event Catering

If food is served for a meeting or event, all waste must be cleaned from the tables and floors, with the trash taken to the dumpster located outside the building.

Glass Containers

Glass drinking containers are not permitted in any indoor or outdoor Eagle County Facility.

Holiday Restrictions

Eagle County Facilities are generally closed on the following holidays: Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Discovery Day, and Veteran's Day, Thanksgiving Holiday and the day after, Christmas Holiday and the day after, and New Year's Day. No reservations for use of the Facilities on these holidays will be accepted.

Hours of Operation

Facilities are available for use during normal business hours, from 8:00 a.m. – 5:00 p.m. Events or meetings held after hours are required to end by 9:00 p.m.

Indemnification

To the fullest extent permitted by law, User shall indemnify and hold harmless the County, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the User's event, or the Rental Agreement, or if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the act, omission, error, mistake negligence or other fault of the User, any officer, employee, representative or agent of the User, anyone directly or indirectly employed by the User, or anyone for whose acts the User may be liable; and the User shall reimburse the County for any and all legal and other expenses incurred by the County in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnification shall not apply

to claims by third parties against the County to the extent that the County is liable to such third party for such claim without regard to the involvement of the User.

User's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

Insurance

The County does not insure or furnish Users or their guests or invitees with insurance coverage.

All Users are required to obtain and maintain, at the User's sole cost and expense, the following insurance insuring against all claims, damages, losses or expenses arising out of, related to or resulting from the event or the use of the Facility: Commercial General Liability with limits of liability not less than \$1,000,000 per occurrence and \$1,000,000 aggregate limits.

The policy will be applicable to all premises and operations involved in the event. The policy will include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors and products. The policy will also cover all phases of an event, including but not limited to set up, preparation, actual event, specific hours of occupancy and clean-up.

At least 14 days prior to a scheduled event, User will provide Facilities Management with the required certificates of insurance naming Eagle County, Colorado, its officers, agents and employees, as additional insureds and naming the specific event date(s) being insured. User shall not be able to occupy or use the Facility until the required insurance is obtained and the certificates are provided to the County. In the event User is unable to obtain insurance or does

not timely provide the County with a certificate of insurance as set forth herein, the County may, in its sole discretion, terminate this Agreement and cancel the event.

All insurance must be obtained through insurers with an A or better rating as determined by Best's Key Rating Guide.

*Insurance may be available to Users through the following website:
<https://www.kandkinsurance.com/sites/events/Pages/Home.aspx>*

Limitation of Liability

Notwithstanding anything herein to the contrary, Eagle County will not be liable for any indirect, incidental, special, consequential damages, or other damages resulting from the use of the Eagle County facilities, however arising, including failure of voice or data lines, even if Eagle County has been advised of the possibility of such damages.

Lost or Stolen Articles

Eagle County shall not be responsible, under any circumstances, for property of the User or event participants or attendees. Eagle County will not accept lost and found articles for distribution; unclaimed articles must be held and distributed by the User. In addition, Eagle County is not responsible for any loss of articles or equipment due to theft or other causes. All articles, equipment, exhibits, displays or materials shall be brought into the Facilities only at such hours as designated by the Rental Agreement. The User assumes all responsibility for any goods or materials, which may be placed in County's storage before, during, or after an event.

Music and/or Sound System

Amplified music is prohibited at all times within all Eagle County Facilities. This prohibition will be strictly enforced at all times.

Rental Agreement

Except as specifically set forth herein, Eagle County Facilities are available for public use pursuant to an executed Rental Agreement and a Waiver and Release Rider and payment of a rental fee and a damage deposit. Users must be at least 21 years of age to enter into a Rental Agreement. Users are responsible for complying with this Policies and Procedures Manual and all other Eagle County rules and regulations. A copy of the Rental Agreement is attached to this Manual as Exhibit G and a copy of the Waiver and Release Rider is attached to this Manual as Exhibit H.

Prior to and following the conclusion of an event, an authorized representative of the County shall inspect the Facility which is the subject of the Rental Agreement, and shall make written note of any damaged or unclean condition or equipment on Exhibit A to the Rental Agreement, Cleaning Responsibilities Form.

If at the conclusion of the scheduled event, the County's representative finds the Facility to be unclean or damaged, the User shall be responsible for all costs incurred by the County to clean the Facility and repair all damage to the Facility.

Smoking Policy

Smoking is prohibited at all times within all Facilities owned, leased, or operated by Eagle County. Smoking is also not permitted within a 25 foot perimeter of any Facility.

Use Restrictions

Eagle County Government and/or Eagle County Facilities Management may refuse event bookings when it is determined, in their sole discretion, that the event may cause undue or unusual damage to the Facilities or that the event may violate local, state or federal laws, rules and regulations.

Individuals or entities using the Facilities may not charge admission fees, registration fees, class or clinic fees or other charges for admission or participation in an event.

Utilities

In case of a major utility failure during regular business hours (8 a.m. – 5 p.m. weekdays) immediately notify the Facilities Management Department at 970-328-8880. For gas odors, immediately evacuate the building, PLACE CALLS FROM OUTSIDE THE BUILDING. Call 911, please then follow-up with a call to the Facilities Management Department at 970-328- 8880. After hours/weekends, call on-call staff at 970-987-2239.

Exhibit A

Eagle County Building Facilities

Eagle County Room

2,840 square feet

Maximum Occupancy: 150 persons

Seating Availability: Benches & Chairs

Eagle County Room Amenities

- Microphones
- LCD Projector with computer hook-up
- Screen

Holy Cross Room

380 square feet

Maximum Occupancy: 11 persons

Seating Availability: 11 chairs and 1 large conference table

Holy Cross Room Amenities

- Coffee maker
- Sink
- Refrigerator
- Microwave
- TV with ClickShare Technology

Garden Level Classroom

1,000 square feet

Maximum Occupancy: 50 persons

Seating Availability: 50 chairs and 25 tables

Garden Level Classroom Amenities

- 1 podium
- 1 dry erase board
- 1 overhead projector with ClickShare Technology
- Sink
- Pull down screen
- 2 easels

Exhibit C

El Jebel Community Center Facilities

Mt. Sopris

2,350 square feet

Maximum Occupancy: 150 persons

Seating Availability: 49 chairs and 4 small rectangular tables

Mt. Sopris Room Amenities

- Trash Can
- Phone
- Projector Screen

Spruce Room

360 square feet

Maximum Occupancy: 12 persons

Seating Availability: 12 chairs and 1 conference table

Spruce Room Amenities

- Trash Can
- Whiteboard
- Phone

Pinion Room

360 square feet

Maximum Occupancy: 12 persons

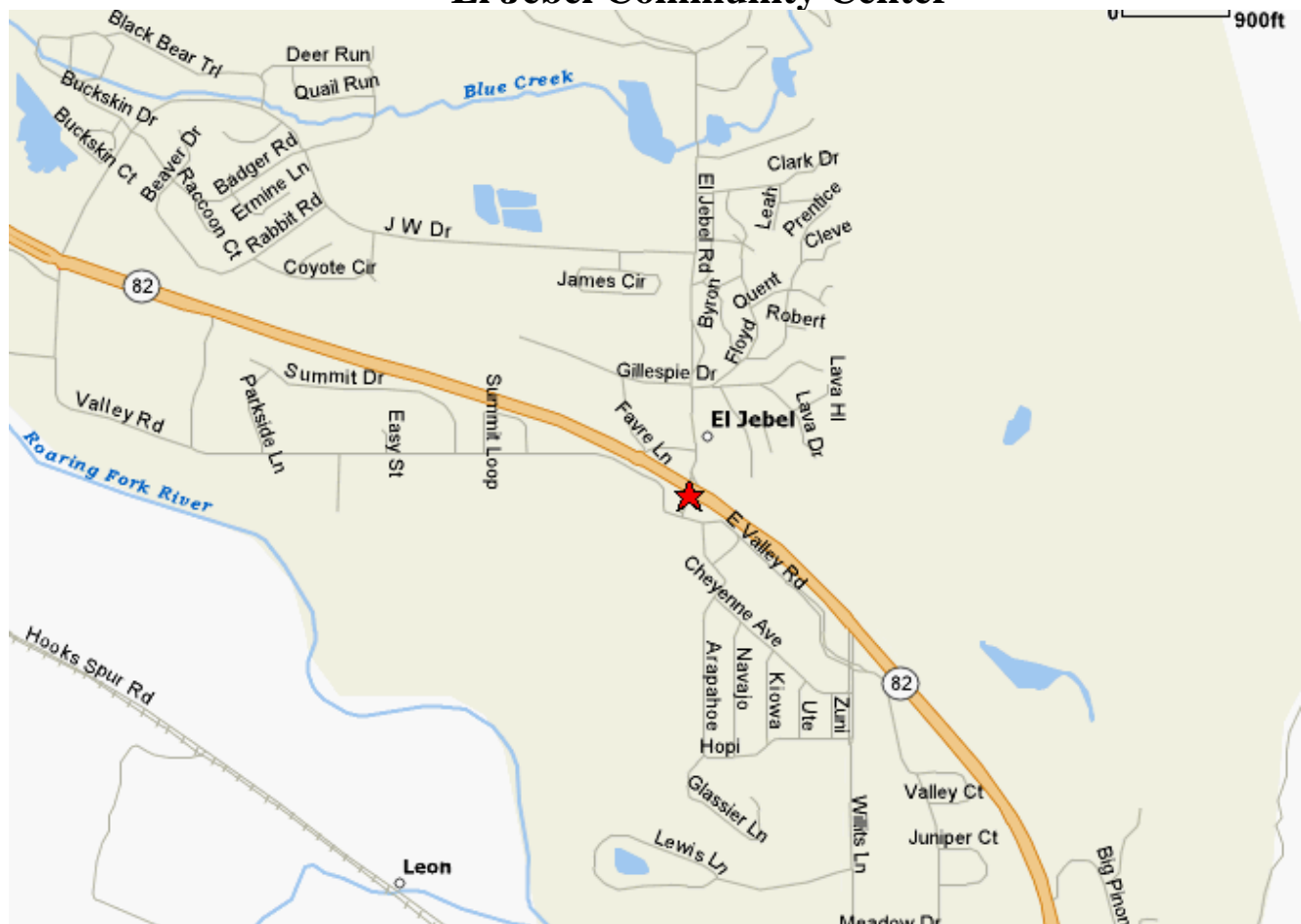
Seating Availability: 12 chairs and 1 conference table

Pinion Room Amenities

- Trash Can
- Whiteboard
- Phone

Exhibit D

El Jebel Community Center



Coming from Glenwood take 82 South towards Aspen, turn right at the intersection of Valley Road and Hwy 82.

Make your next immediate right and continue for about 1/10 of a mile.

Turn left into the roundabout and follow the road back into the parking lot.

Coming from Basalt take 82 North towards Glenwood, turn left at the intersection of Valley and Hwy 82.

Make your next immediate right and continue for about 1/10 of a mile.

Turn left into the roundabout and follow the road back into the parking lot.

Exhibit E

Miller Ranch Community Center

Miller Ranch Community Center

1,140 square feet

Maximum Occupancy: 75 persons

Seating Availability: 104 Chairs, Eight 8' Rectangle tables, and 16 Round tables

Miller Ranch CC Amenities

- Trash Can
- Huge Windows
- Projector Screen

Conditions of Use

- The room **must be cleaned** and **locked** after every event.
- Renters using the room are responsible for:
 - Set-up and break-down of tables and their own equipment
 - Audio/visual needs (there is wireless access and a projector screen in the room.)
 - Food and beverage needs
- Plastics, glass and aluminum should be recycled.
- Trash should be removed and placed in the dumpster on the Southwest side of the building.
- Counters must be wiped clean. Cleaning supplies are located in the kitchen cabinets.
- Do not leave any food in the refrigerator.
- Please check for any stains in the carpet. Please document and notify Facilities (970-328-8880) immediately.

Parking

There are around 35 spots in the parking lot. 4 of those are reserved for Miller Ranch childcare during their business hours – Monday through Friday 7 a.m. to 5 p.m. Overflow parking is located at the WECMRD Field House west of the soccer fields. There is absolutely **NO PARKING** in front of the residences within Miller Ranch.

Exhibit F

Miller Ranch Community Center



Coming from Grand Junction take the Edwards exit 163.
Turn left (third exit from roundabout) onto Edwards Spur Road.
Proceed straight through the next roundabout.
Turn left (third exit from roundabout) onto Miller Ranch Road.
Turn right onto Flat-Top St.
Then turn right onto Mill Loft St.
Facility is immediately on your right.

Coming from Denver take the Edwards exit 163.
Turn right (first exit from roundabout) onto Edwards Spur Road.
Turn left (third exit from roundabout) onto Miller Ranch Road.
Turn right onto Flat-Top St.
Then turn right onto Mill Loft St.
Facility is immediately on your right.

Exhibit G

Eagle County Facilities Rental Agreement

This RENTAL AGREEMENT (this "Agreement") is entered into this ____ day of _____, 201__ by and between the County of Eagle, State of Colorado, a body corporate and politic (hereinafter referred to as the "County") and _____ (hereinafter referred to as "User").

RECITALS

WHEREAS, the County represents it is duly authorized to enter into this Agreement pursuant to Sections 30-11-101, 30-11-107 C.R.S., as amended; and

WHEREAS, User represents that it is duly authorized to enter into this Agreement for its intended purposes.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals stated above and the mutual covenants and promises of the parties hereto, the receipt and sufficiency of which is acknowledged, the County and User agree as follows

1. User and Event Information:

Date: _____ Contact Person: _____

Organization: _____

Phone Number: _____ Fax Number: _____ Email: _____

Physical Address: _____ City: _____ St: _____ Zip Code: _____

Mailing Address: _____ City: _____ St: _____ Zip Code: _____

Event Name / Description: _____ No. of Guest: _____

Date(s) Requested: _____ Time Requested: _____

Room(s) Location(s) Requested: _____

Reoccurring Event: Yes _____ No _____

2. Scope: The County hereby leases to User the Facility designated in paragraph two below. The use of this Facility is governed by the Eagle County Policies and Procedures Manual for Facilities Rental (“Manual”), which is incorporated herein by this reference as if fully set forth herein. By signing this Agreement, User confirms and agrees it has read, understands and agrees to be bound by the Manual. User acknowledges that it is responsible for enforcing the Manual during its event and with all guests, invitees, attendees and participants.

3. Fees and Damage Deposit: Please refer to the Eagle County Policies and Procedures Manual for Facilities Rental for current Facility fees and the required damage deposits.

Exhibit(s) indicating facilities, damage deposits and fees attached? YES NO

A. Fees

Check all that apply:

	Damage deposit	Fee*
Room _____	_____	_____
Room _____	_____	_____
Room _____	_____	_____

Total Damage Deposit Due/Total Fees Due: _____ Received _____ Received

TOTAL AMOUNT DUE: _____

**Please make two separate checks for Deposit and Room Use Fee payable to Eagle County*

B. Damage Deposit

- i. A damage deposit is required for use of Eagle County Facilities. The damage deposit will be refunded within forty-five (45) days following the conclusion of the event if: (i) the Facility is left in a clean, usable and undamaged condition; (ii) there is no trash left in the Facility and all personal property has been removed from the Facility; (iii) and the User has adhered to the Manual. If the User fails to clean the Facility to the satisfaction of the County or if the Facility is damaged during the User’s occupancy or during the event, all cleaning and damage expenses incurred by the County to restore the Facility to its condition prior to the User’s occupancy and/or prior to the event shall be deducted from the damage deposit. In the event that the damage deposit does not cover the damage, the excess cleaning and damage expenses shall be charged to the User, who shall pay that excess within thirty (30) days of billing.
- ii. In addition to the foregoing, User agrees that the following expense may also be deducted from the damage deposit: \$25.00 fee for replacement of access badges/ keys when badge or key is lost or User fails to return the badge/key to the Facility.
- iii. Please be aware that loss of your damage deposit may also occur for any of the following reasons: (1) leaving the Facility unsecured following an event (unlocked doors or windows); (2) propping any Facility doors open and leaving them open following an event; or (3) failure to be out of the facility at the schedule time.
- iv. Please complete the **Cleaning Responsibilities Form, Exhibit A to this Agreement**, following your event. The Form must be returned to Eagle County Government, Facilities Management Department P.O. Box 850 Eagle, CO 80631 or emailed to

facilities@eaglecounty.us to request release of your security deposit.

4. License/Permits: Prior to the event, User shall obtain any and all licenses, permits and/or inspections as may be required by law. Food vendors must contact the Eagle County Community Development Department, Environmental Health Division for requirements. User agrees to provide County with proof any permits or licenses upon request.

5. Insurance:

- a. Eagle County does not insure or furnish Users or their guests or invitees with insurance coverage.
- b. User is required to obtain and maintain, at User's expense, the insurance described in this Section 5 C insuring against all claims, damages, losses or expenses arising out of, related to or resulting from the event or the use of the Facility. Upon execution of this Agreement, User will provide the Facilities Management with the required certificates of insurance naming Eagle County, Colorado, its officers, agents and employees, as additional insureds and naming the specific event date(s) being insured. User shall not be able to occupy or use the Facility until the required insurance is obtained and the certificates are provided to the County. In the event User is unable to obtain insurance or does not timely provide the County with a certificate of insurance as set forth herein, the County may, in its sole discretion, terminate this Agreement and cancel the event.
- c. User agrees to obtain and maintain, at its sole cost and expense, Commercial General Liability with limits of liability not less than \$1,000,000 per occurrence and \$1,000,000 aggregate limits. The policy will be applicable to all premises and operations involved in the event. The policy will include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors and products. The policy will also cover all phases of an event, including but not limited to set up, preparation, actual event, specific hours of occupancy and clean-up.
- d. At least 14 days prior to the scheduled event, the User shall provide the Facilities Management with the required certificates of insurance naming Eagle County, Colorado, its officers, agents and employees, as additional insureds and naming the specific event date(s) being insured. The User shall not be able to occupy or use the Facility until the required insurance is provided. In the event a User is unable to obtain insurance or does not timely provide the County with a Certificate of Insurance as set forth herein, the County may, in its sole discretion, terminate this Agreement and cancel the event.
- e. All insurance must be obtained through insurers with an A or better rating as determined by Best's Key Rating Guide.

Insurance may be available to Users through the following website:

<https://www.kandkinsurance.com/sites/events/Pages/Home.aspx>

6. Indemnification:

- a. To the fullest extent permitted by law, User shall indemnify and hold harmless the County, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the User's event, or this Agreement, or if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the act, omission, error, mistake negligence or other fault of the User, any officer, employee, representative or agent of the

User, anyone directly or indirectly employed by the User, or anyone for whose acts the User may be liable. User's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

- b. With respect to any and all claims against the County or any of their officers, employees or agents by any employee of User or anyone directly or indirectly employed by User, or anyone for whose acts User may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the User, under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

7. Miscellaneous:

- a. User may not assign all or any part of this Agreement without the express, written consent of County, which the County may grant or deny in its sole discretion. County's consent to any such assignment does not constitute its agreement to consent to any other assignment. Unless County's written consent to an assignment expressly states to the contrary, User's assignment of all or any part of this Agreement does not relieve User from liability for the performance of all duties and obligations to be performed by User by the terms of this Agreement.
- b. The User shall permit the County to have access to the Facility before, during, and after the event. The County shall have the right, in its sole discretion, to cancel any event, without notice, or to stop any event in progress should the County determine, in its sole discretion, that the security or life-safety of the User and/or guests, invitees, attendees, participants or members is in jeopardy or if the County deems the Facility necessary for a public emergency.
- c. No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless agreed to in writing by all parties.
- d. This Agreement, all exhibits attached hereto, the Eagle County Policies and Procedures Manual for Facilities Rental and the Eagle County Facilities Agreement Rider (Warning and Acknowledgement of Risk, Release of Liability, Waiver of Certain Legal Rights and Indemnity Agreement) embody the entire agreement between the parties hereto. There are no inducements, promises, terms, conditions, or obligations made or entered into by either the County or User other than those contained herein.
- e. All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.
- f. If User fails to abide by the terms of this Agreement, the County reserves the right to retain any portion or all of User's damage deposit.
- g. This Agreement shall be governed by the laws of Colorado. Venue and jurisdiction for any dispute arising from or out of this Agreement shall lie with the District Court in and for Eagle County, Colorado.

- 8. Acknowledgment:** I understand and agree that I am voluntarily using the Eagle County Facility designated in this Agreement. I have carefully read, understand and voluntarily agree to the terms of this Agreement and the Eagle County Facilities Agreement Rider (Warning and Acknowledgement of Risk, Release of Liability, Waiver of Certain Rights and Indemnity Agreement) (the "Waiver and Release Rider"). By my signature below, I agree that I am eighteen years of age or older and that I am authorized to accept the terms and conditions of this Agreement and the attached Waiver and Release Rider for myself and all guests, invitees, attendees, participants and members, including any minors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

EAGLE COUNTY

By: _____

Its: _____

USER

By: _____

Title: _____

Exhibit A to Rental Agreement

Cleaning Responsibilities Form

RETURN AFTER EVENT TO RECEIVE DEPOSIT

Room(s) Leased: _____

Name of Party Leasing Facility _____

Date of Function _____ Time of Function: _____

An inspection will be performed after each use by a County representative.

Facilities Management Phone Numbers:

Monday- Friday 8:00am- 5:00pm (970) 328-8880

After hours emergency (970) 987-2239 or 911

The following are to be accomplished in a satisfactory manner to ensure that you are not charged for cleaning. Please complete after your event and return to Eagle County Government, Facilities Management Department P.O. Box 850 Eagle, CO 80631 to request release of your security deposit.

TABLES AND CHAIRS	Responsible Party Initials
All tables and chairs are to be wiped clean (Windex and paper towels provided). Tables and chairs are to be stored in the storage room and/or arranged as found upon arrival.	
TRASH - INTERIOR	
All trash containers are to be emptied. New bags are to be placed in trash cans; ready for next function. Dumpster provided at the trash enclosure west of building main entrance. Do not leave trash outside dumpster	
COUNTERS	
All counters are to be wiped off.	
CARPETED AREAS AND FOYER RUGS	
Please vacuum all carpet areas used.	
DOORS AND WINDOWS	
All doors and windows are to be checked and locked	
TRASH – EXTERIOR DECK, LAWN AND WALKWAY (ENTRYWAY)	
Please pick up all trash from your function; including cans, bottles, papers, etc.	

Exhibit H

Eagle County Facilities Rental Agreement Waiver and Release Rider

PLEASE CAREFULLY READ THE FOLLOWING:

BY MAKING A RESERVATION ANY OF THE EAGLE COUNTY FACILITIES AND/OR EXECUTING AN AGREEMENT FOR USE OF ANY OF THE FACILITIES, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO THE FOLLOWING WARNING AND ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, WAIVER OF CERTAIN LEGAL RIGHTS AND INDEMNITY AGREEMENT.

The Eagle County Facilities include the following:

- Eagle County Building Facilities
 - Eagle County Room
 - Holy Cross Room
 - Garden Level Classroom
- El Jebel Community Center Facilities
 - Mt. Sopris Room
 - Spruce Room
 - Pinion Room
- Miller Ranch Community Center
 - Community Room

Each individually a “Facility” or any combination thereof shall hereinafter be referred to as the “Facilities.”

As the individual making the reservation (hereinafter “Primary User”) and on behalf of all other individuals, guests, invitees, attendees, participants and members (hereinafter collectively “Group Member(s)”) you agree that you have reviewed this document with each Group Member and agree for yourself and all Group Members to be bound by this WARNING AND ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, WAIVER OF CERTAIN LEGAL RIGHTS AND INDEMNITY AGREEMENT.

WARNING INHERENT RISKS AND ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

I, Primary User, and my Group members, if any, acknowledge that there are inherent risks associated with my attendance or participation in meetings or other functions held in an Eagle County Meeting Facility. The inherent risks include, but are not limited to, physical injury, paralysis or death, property damage or other losses, and the potential for me or a Group Member to act in a negligent manner that may cause or contribute to injury to me as the Primary User or to Group Members. I/We voluntarily assume the risks associated with such participation or attendance.

1. I/We have read the information provided by Eagle County or through Primary User concerning the use of all or a portion of the Facilities.
2. I/We also acknowledge that Eagle County Facilities Management staff is available to more fully explain to me/us the risks, hazards and dangers of use of all or a portion of the Facilities.
3. I/We are familiar with Eagle County Policy and Procedures Manual for Facilities Rental and related Rules and Regulations and agree to comply with the same. The foregoing information can be found at www.eaglecounty.us/Facilities/
4. I as the Primary User accept responsibility for the conduct of my Group Members.

I/WE AM/ARE VOLUNTARILY USING ALL OR A PORTION OF THE FACILITIES WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY TO PERSON OR PROPERTY, INCLUDING BUT NOT LIMITED TO PARALYSIS OR DEATH.

RISK OF LOSS, RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION

Eagle County shall not be liable for any theft, loss, disappearance or damage to the Primary User's or Group Members' personal property stored or left at any of the Facilities. Any property that is used, kept or stored at any of the Facilities is at the owner's sole risk and Primary User and its Group Members hereby waive any and all claims against Eagle County for such theft, loss, disappearance or damage.

Primary User and Group Members understand and agree that they are voluntarily using the Facilities with knowledge of the associated risks of injury or damage and agree to accept any and all risk of injury or death associated with such activities.

I/We for ourselves, our heirs, successors, executors and subrogors, hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS,**

EAGLE COUNTY, its elected officials, directors, officers, agents, employees, volunteers and insurers from and against any and all claims, actions, causes of action, liabilities, suits, expenses and demands, (including court costs, reasonable attorneys' fees and expenses) due to injuries, losses or damages of any kind or any nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me/us or my/our property as a result of my/our use of all or a portion of the Facilities, Primary User's or a Group Member's event, County's Rental Agreement or if any injury, loss or damages is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake,

negligence or other fault of the Primary User, a Group Member, any officer, employee, representative, volunteer, or agent of the Primary User or any Group Member, anyone directly or indirectly employed by the Primary User or any Group Member or any one whose acts the Primary User or any Group Member may be liable; and the Primary User shall reimburse the County for all costs and expenses incurred by it in connection with investigating or defending any such loss, claim, damage, liability or action.

As the Primary User, I agree to save and hold harmless, indemnify, and forever defend Eagle County, its elected officials, directors, officers, agents, employees, volunteers and insurers from and against any claims, actions, causes of action, liabilities, suits, expenses and demands, (including court costs, reasonable attorneys' fees and expenses) made or brought by any Group Member or brought by anyone on behalf of said Group Member, including minors, who has not received or otherwise agreed to this Warning and Acknowledgement of Risk, Release of Liability, Waiver of Certain Legal Rights and Indemnity Agreement, as a result of said Group Member's use of any of the Facilities.

I/We for myself/ourselves, my/our heirs, my/our successors, executors and subrogors, further agree not to sue Eagle County, Colorado as a result of any damage, injury, paralysis or death suffered in connection with my/our use of all or a portion of the Facilities. This release is intended to be a comprehensive release of liability but is not intended to assert defenses which are prohibited by law.

Nothing herein shall be deemed a waiver of any rights available to Eagle County, Colorado under the Colorado Governmental Immunity Act or other applicable law.

If any portion of this warning and acknowledgement of risk, release of liability, waiver of certain legal rights and indemnity agreement is found to be invalid or unenforceable, the remaining portions shall remain in full force and effect.

I/WE UNDERSTAND AND AGREE THAT I/WE ARE VOLUNTARILY USING THE FACILITIES. I/WE HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY AGREE TO THE TERMS OF THIS AGREEMENT. By my signature below, I agree that I am eighteen years of age or older and that I am authorized to accept the following terms and conditions for myself and all Group Members including any minors.

Printed Name

Signature

Date