

The Brush Creek Pavilion and Studio Rental Contract

Contract is Non-Transferrable

CHECK FACILITY(S)

Contact Us:	The Town of Eagle 200 Broadway PO Box 609 Eagle, CO 81631	Ph: 970-328-6354 Fax: 970-328-5203 carla@townofeagle.org Website: www.townofeagle.org
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- Brush Creek Pavilion Studio
 Barn Stage (available with Pavilion rental) Lawn (available with Pavilion or Studio rental)

To receive the EAGLE RESIDENT RATE:

- Applicant must provide Photo ID and proof of Town of Eagle residency (utility bill, lease, etc.)

- Photo ID Received Proof of Residency Received

CONTACT INFORMATION

NOTE: NON-EAGLE RESIDENTS MAY BOOK 6 MONTHS IN ADVANCE; EAGLE RESIDENTS MAY BOOK 1 YEAR IN ADVANCE

Applicant Name: _____

E-mail Address: _____

Mailing Address: _____

Physical Address: _____

Phone: _____ Work: _____ Cell: _____

Alternate Contact/Person Checking-In: _____ Phone: _____

EVENT INFORMATION

Type of Event: _____ Number of People: _____

Event Name: _____ Event Date/Time: _____

- Private Event Public Event
 No Liquor Liquor Served Liquor Sold (Special Event License Required)

SIGNATURE: _____ TODAY'S DATE: _____

CHECK-IN & CHECK-OUT AT 8:00AM AT THE PAVILION OR STUDIO

- Make Check or Money Order for deposit fee, rental fee, and insurance payable to: Town of Eagle
- Cashier's Check, Money Order, Company/Check, or Cash Only. NO CREDIT CARDS OR E-CHECKS ACCEPTED.
- **Minimum age of 21** for lessee of the Pavilion and Studio.
- All non-profit organizations (NP) must provide proof of non-profit status.

OFFICE STAFF USE ONLY

	RATE	DUE DATE	DATE PAID	CHECK#
Security Deposit	\$ _____	_____	_____	_____
Rental Fee	\$ _____	_____	_____	_____
Insurance	\$ _____	_____	_____	_____

USAGE AGREEMENT

A **Damage/Security Deposit** will be returned to the Lessee upon completion of the event and inspection of the Facility. If damage has occurred, the deposit, less cost of the repairs and/or cleanup will be returned. (See Cleanup checklist.) If these costs are greater than the deposit the Sponsor/Lessee will be billed for the balance. In addition, if the facility is not left in a satisfactory condition prior to a new lessee's rental period, forfeiture of a portion of the deposit may occur. The forfeiture amount will be commensurate with any discounted rent provided to the next lessee.

A cancellation fee of \$50 will be deducted from the Deposit refund if the event is cancelled more than thirty (30) days prior to the event. The deposit fee will not be refunded if the Lessee cancels within thirty (30) days of the event. If the lessee reschedules within thirty (30) days of the original event date, then later cancels the event, the deposit will not be refunded.

An **Insurance Certificate** is required. Adequate insurance is to cover injuries, and/or damages for this specific use in force in amounts acceptable to the Town of Eagle, will remain in force during the term of this Agreement, and shall name the Town as an "additional insured".

The Lessee has inspected the facility and is familiar with the present condition thereof and agrees to accept the premises in such condition at the commencement of the lease term unless noted above. Brush Creek Playground and soccer field will remain open to the public during all events.

The Town of Eagle reserves the right at any time to enter onto the premises to review Lessee actions and/or for any other reasonable purpose.

The Lessee shall not assign nor sublet the premise or any portion thereof. The Lessee shall provide for appropriate policing of the premises to maintain public peace and order, litter and trash control, enforcement and adherence to terms of the lease.

The Lessee will be responsible for the conduct and control of participants and will ensure that all federal, state, and county regulations are followed.

In the event alcoholic beverages are sold by whatever means on the premises by the Lessee, its agents, or invites, Lessee shall obtain and pay for all permits or special event license for the sale of intoxicating beverages as required by law prior to commencement of such event. Such permit or license shall then become an attachment to this agreement. Lessee further indemnifies the Town of Eagle from any and all liability, direct or indirect, incurred as a result of the service, application, or consumption of such beverages on premises by Lessee, its agents, or invitees.

The Lessee is not a department, agent, or division of the Town of Eagle, but instead is a completely independent organization or individual responsible for its own actions, control, management, and operations. It is understood and agreed that the Town of Eagle does not participate in the actions, control, management or operations of the Lessee. The Lessee, for itself and all its legal representatives, executors, agents, employees and assigns, as well as for all of those attending or participating in the function which is the subject of this agreement, agrees to defend and hold harmless the Town of Eagle, and each of its officers, directors, managers, employees, agents, drivers, equipment operators, representatives, consultants, lessees, subcontractors, successors and assigns for and against any claim for damages as a result of or in any way arising from the actions, control management or operations of the Lessee. In addition, Lessee agrees to and does hereby waive, release, and covenant not to sue the Town of Eagle and each of its officers, directors, managers, employees, agents, drivers, equipment operators, representatives, consultants, lessees, subcontractors, successors and assigns (collectively, the "Releases") from the use of the facility, whether such losses, damages, or injuries result from the negligence of, or in any other unintentional tort committed by the Releases or from some other cause.

Date: _____

Lessee Signature: _____

Print Name: _____

WAIVER, RELEASE AND COVENANT NOT TO SUE

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ IT BEFORE SIGNING. IF YOU DO NOT UNDERSTAND ANY PART, WE URGE YOU TO CONSULT YOUR ATTORNEY.

In consideration of the permission granted by the Releases (as defined below) to use the Brush creek Pavilion and its Programs, by signing this WAIVER, RELEASE AND COVENANT NOT TO SUE,

I _____, whose physical address is

_____, for myself, my spouse, my minor children, and my heirs, legal entities, hereby release the Town of Eagle and each of its officers, directors, managers, employees, agents, representatives, consultants, drivers, equipment operators, lessees, subcontractors, successors and assigns (collectively, the "Releases") from any liability, claims, demands, actions, and causes of action whatsoever arising out of any physical or property damage, loss, or injury while upon the premises of the Brush Creek Pavilion, whether such loss, damage, or injury results from the negligence of or any other tort committed by the Releases or from some other cause.

I understand and recognize that there are specific risks of physical or property damages, losses, injury or even death that may result from my participation or attendance at the Brush Creek Pavilion. I voluntarily assume the risks associated with such participation or attendance.

This Waiver, Release, and Covenant Not to Sue is effective immediately and shall survive the termination of my rights to use the Brush Creek Pavilion.

I, the undersigned, have read this WAIVER, RELEASE AND COVENANT NOT TO SUE, and understand all of its terms. I execute it voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, I have signed this Waiver, Release and Covenant not to sue this

_____ day of _____, 20_____, at Eagle, Colorado.

(today)

(current month)

(year)

PRINT NAME: _____

SIGNED: _____