

# Venue Rental Agreement

This Venue Rental Agreement sets forth the terms and conditions under which **South Suburban Park and Recreation District**, (hereinafter referred to as "SSPRD"), and \_\_\_\_\_ (hereafter referred to as the "Customer") agree to the Customer's use of the SSPRD facilities on \_\_\_\_\_ (event date). This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by SSPRD and the Customer.

## I. CUSTOMER INFORMATION

First & Last Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: (C) \_\_\_\_\_ Email Address: \_\_\_\_\_

Contact Person (Day of Event) Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of Event: \_\_\_\_\_ Approximate Number of Guests: \_\_\_\_\_

Family Sports: \_\_\_\_\_ Sports Complex: \_\_\_\_\_ Room(s): \_\_\_\_\_ ("Venue")

Time – Event Setup: \_\_\_\_\_ Event Start: \_\_\_\_\_ Event End: \_\_\_\_\_

## II. RENTAL RATES

You have selected the following rental spaces and options for your event:

<b>Non-refundable deposit*:</b>	<b>\$50</b>
Room Fee:	\$ _____ (Per brochure)
Qualifying Food and Beverage Discount	_____ %
<b>Sub Total Room Charges</b>	<b>\$ _____</b>

### Additional Services:

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Setup/Clean Up Fee               | \$100                                 |
| <input type="checkbox"/> Linens (\$10/linen)...Qty: _____ | \$ _____                              |
| <input type="checkbox"/> AV Equipment                     | \$25                                  |
| <input type="checkbox"/> Dance Floor (FSC Only)           | \$100                                 |
| <input type="checkbox"/> Pipe & Drape                     | \$100                                 |
| <input type="checkbox"/> Room Change                      | \$50                                  |
| <input type="checkbox"/> Facility Attractions             | \$ _____ (per group reservation form) |

**TOTAL: \$ \_\_\_\_\_**

Customer agrees that they will provide SSPRD with a valid credit card to be kept on file. This card will only be charged if damage or additional charges exceed the security deposit.

\*Additional deposit for Food and Beverage may apply, and will be collected separately.

The venue(s) described above has been reserved for you for the date and time stipulated.

**III. FOOD AND BEVERAGE DISCOUNTS.** For events that food and beverages will be served by the Avalanche Grill or South Suburban Sports Complex Grill, the following discounts shall apply toward the room rental rate set forth in II above:

Amount Spent	Discount
200% of the Room Rental Rate	100% discount on Room Rental Rate
100% of the Room Rental Rate	50% discount on Room Rate
50% of the Room Rental Rate	30% discount on Room Rental Rate

Food and Beverage discounts only apply to room rental rates. All food and beverage is subject to applicable sales tax and a 20% service charge. Additional deposits may be due at the time of catering order placement.

**IV. RENTAL DEPOSIT AND PAYMENTS**

The total cost for use of the SSPRD Facilities as described in this contract is listed above. To reserve services on the date(s) requested, SSPRD requires this contract be signed by Customer.

- All food orders & food deposit are due two (2) weeks prior to the event (DATE): \_\_\_\_\_
- Final guest counts are due one (1) week prior to the event (DATE): \_\_\_\_\_
- Additional Services payment due two (2) weeks prior to the event (DATE): \_\_\_\_\_
- Final food payment due day of event (DATE): \_\_\_\_\_

**V. Reservations are taken on a first-come, first-served basis. We will book your date upon receipt of your Deposit.** The SSPRD Facility is a multi-purpose venue. Customer acknowledges there may be other events that occur or be scheduled concurrently with Customer’s scheduled event. The parties acknowledge they will exercise reason and respect to the previously scheduled events.

**VI. DATE CHANGES AND CANCELLATION POLICY**

1. Changes: In the unlikely event the Customer is required to change the date of the event, every effort will be made by SSPRD to transfer reservations to support the new date. The Customer agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of Customer. The Customer further understands that last minute changes can impact the quality of the event and that SSPRD is not responsible for these compromises in quality.
2. Cancellation: In the event customer cancels the event, Customer shall notify SSPRD immediately in writing or by email. Once cancelled, the Customer shall be responsible for the following cancellation fees:
  - A. Cancellations made less than one year, but more than 14 days prior to the event, Customer shall forfeit any deposits made for the event.

- B. Cancellations made less than 14 days prior to the event, Customer forfeits all monies collected for the event.

## **VII. CONDITIONS of USE**

Customer activities during the Rental Period must be compatible with use of the building/grounds and activities in areas adjacent to the Venue. This includes but is not limited to playing loud music or making any noise at a level that is not reasonable under the circumstances. Smoking is not permitted anywhere in the Venue. The Venue must be cleaned and returned in a condition at the end of an event to a reasonable appearance as it was prior to the rental. Customer is responsible for the removal of all decorations.

### **EVENT SET-UP:**

1. All property belonging to Customer, Customer's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up and removed on the day of the event. Should the Customer need earlier access for set-up purposes, this can be arranged for an additional fee. The Customer is ultimately responsible for property belonging to the Customer's invitees, guests, agents and sub-contractors.
2. Rental items must be scheduled for pick-up no later than 30 minutes after the end of an event, unless written approval for an extension
3. Alcohol service must stop 30 minutes prior to the end of the event.
4. Music (DJ or live music) must stop 10 minutes prior to the end of the event.

### **RESPONSIBILITY AND SECURITY**

SSPRD does not accept any responsibility for damage to or loss of any articles or property left at the SSPRD Facility prior to, during or after the event. The Customer(s) agrees to be responsible for any damage done to the SSPRD Facilities by the Customer(s), his guests, invitees, employees or other agents under the Customer(s) control. Further, SSPRD shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Customer(s), or any of his guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Customer(s) to maintain the premises in a safe condition or arising from any other cause, The Customer(s), as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against SSPRD for any such loss, damage, or injury of claims and demands against SSPRD for any such loss, damage, or injury of the Customer(s), and hereby agrees to indemnify and hold SSPRD free and harmless from all liability of any such loss, damage or injury to his/her persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

### **EXCUSE OF PERFORMANCE (Force Majeure)**

The performance of this agreement by SSPRD is subject to acts of God, war, government regulations or advisory, disaster, fire, accident or other casualty, strikes or threats of strikes, labor disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of SSPRD. Should the event be cancelled through a Force Majeure event, all fees paid by Customer to SSPRD will be returned to Customer within thirty (30) days or SSPRD will allow for the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the parties.

### **INDEMNITY**

Customer agrees to indemnify and hold harmless SSPRD, its officers, staff and agents working on its behalf, from any and all claims, actions, suites, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of Customer, and Customer's guests, invitees, agents and sub-contractors.

**COVID-19 ASSUMPTION OF RISK, RELEASE, WAIVER, AND DISCHARGE.** Customer acknowledges that he/she has independently evaluated and reviewed the risks of being exposed to or infected with COVID-19 and have determined to host the Event at the SSPRD Facility with full knowledge and acceptance of the risk. Fully understanding these risks, the Customer, for himself/herself, and for their child(ren), spouse, guests, licensees, invitees, vendors, legal

representatives, heirs, and assigns, agree to:

1. Assume full responsibility and liability for the risk of bodily injury, illness, permanent disability, and/or death which may result from exposure to or infection with COVID-19 before, during, or after the Event; and
2. Waive, release, and discharge Hudson Gardens and the District and their respective officials, employees, volunteers, attorneys, and agents from any and all liability to the Client and his/her child(ren), spouse, guests, licensees, invitees, vendors, legal representatives, heirs, and assigns, for any and all losses or damages resulting from bodily injury, illness, permanent disability, and/or death, whether caused by negligence of Hudson Gardens or the District or their respective officials, employees, volunteers, attorneys, and agents or otherwise, which claims, losses, and demands result directly or indirectly from exposure to or infection with COVID-19 before, during, or after the Event.

#### **SEVERABILITY**

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

#### **INSURANCE**

SSPRD shall carry liability and other insurance in such dollar amount as deemed necessary by SSPRD to protect itself against any claims arising from any officially scheduled activities during the event/program period(s). Any third party suppliers/vendors used or contracted by Customer shall carry liability and other necessary insurance in the amount of no less than One Million Dollars (\$1,000,000) to protect itself against any claims arising from any officially scheduled activities during the event/program period(s); and to indemnify SSPRD which shall be named as an additional insured for the duration of this Agreement.

#### **CLEAN-UP**

Customer shall be responsible for returning the Venue to the condition in which it was provided to them. All property belonging to Customer, Customer's invitees, guests, agents and sub-contractors, shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be removed by SSPRD at Customer's cost. Should the Customer need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event for an additional fee. SSPRD is not responsible for any property left behind by Customer, Customer's guests, invitees, agents and sub-contractors.

The Customer is responsible for any and all damages to the Venue and surrounding site. It is the Customer's responsibility to remove all decorations and return Venue to the condition in which it was received. Failure to remove decorations and return the room to original state is subject to a minimum, \$50 clean up fee, which will be charged to the credit card on file at the conclusion of the event. Damage fees will be invoiced to the customer within 48 hours after the conclusion of the event.

#### **RESERVATION OF RIGHTS**

SSPRD reserves the right to cancel agreements for non-payment or for non-compliance with any of the **Rules and Conditions of Usage** set forth in the Agreement. The rights of SSPRD as set-forth in this Agreement are in addition to any rights or remedies which may be available to SSPRD at law or equity.

#### **JURISDICTION**

The Parties agree that this Agreement will be governed by the laws of the State of Colorado. The Parties consent to the exclusive jurisdiction of and venue in Arapahoe or Douglas County (dependent on Venue), Colorado and the parties expressly consent to personal jurisdiction and venue in said Court. Customer agrees to pay reasonable

attorney's fees incurred by SSPRD associated with any breach of this Agreement.

**ALCOHOLIC BEVERAGES**

It is understood and agreed that the Customer may serve beverages containing alcohol (including but not limit to beer, wine, champagne, mixed-drinks with liquor, etc., by way of example) hereinafter call "Alcohol", upon the following terms and conditions:

1. SSPRD shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether or not the person is accompanied by a parent or guardian.
2. SSPRD shall use their best efforts to insure that Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.
3. Customer hereby expressly grants to SSPRD, at SSPRD's sole discretion and option, to instruct staff to remove any person(s) from the Venue, if in the opinion of the SSPRD representative in charge, the Bartender and/or any security officer(s) the person(s) is intoxicated, unruly or could present a danger to themselves or others, and/or the Venue.
4. Customer hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person in attendance at Customer's function or event.

**Includes Amenities**

Tables and chairs, servers and bartenders are provided as part of the SSPRD rental agreement, unless noted otherwise.

**Additional Notes**

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**RESERVATION PROCESS**

A rental contract must be signed, all pages initialed, as well as appropriate deposits submitted in order to confirm utilization of a SSPRD Venue.

**The Rules and Conditions for Usage are incorporated herein and are made a part hereof.**

**Customer:**

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(Customer)

(Customer)

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(Signature)

(Date)

(Signature)

(Date)

**SSPRD:**

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By:

Date

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# RULES AND CONDITIONS FOR USAGE

(Alphabetized)

**CANDLES:** The use of any type of flame is prohibited in all buildings and throughout the site. The new “flameless candles” which are battery operated are permitted for use. (Example: See [www.candleimpressions.net](http://www.candleimpressions.net) – the candles light automatically at the time set and run for 100 hours on a small battery).

**CHILDREN:** There have been times we have had guests at the complex whose children were not properly supervised. Children under the age of 18 are your complete responsibility. Please know where your children are at all times and make certain that they clearly understand the rules.

Note - access to synthetic fields, gymnasium, training room and ice requires a daily admission fee, if available, unless incorporated within your rental agreement.

**DELIVERIES / DELIVERY TRUCKS:** We will need to know the delivery dates and times of any rentals, at least 4 days in advance of delivery, so we can meet them and show them where to drop their rentals. A representative from your party must be present for delivery.

**ELECTRICAL OUTLETS:** All electrical outlets on the property are available for use at an event. The vendors are welcome to inspect the locations and numbers of outlets prior to booking.

**DECORATIONS:** Decorations, signage, electrical configurations or construction must be pre-approved by SSPRD. Decorations may not be hung from light fixtures. Ceiling decorations must be pre-approved by SSPRD. All decorations must be removed without leaving damages directly following the departure of the last guest, unless special arrangements have been made between the Customer(s) and the venue.

Note – The only adhesive material allowed on the walls is drafting, painter’s or scotch tape which will not damage surfaces. No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed. All other decoration must be freestanding. Nails and staples are not permitted at any location.

Note – No confetti or glitter is permitted.

ALL DECORATIONS MUST BE APPROVED BY SSPRD.

**GUESTS:** Please keep in mind when inviting Guests to your event, that you are inviting them to our home. We will expect visitors to conduct themselves in a mature, responsible and respectful manner. SSPRD reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be required if this request is not met immediately.

**PARKING:** Parking is available at the designated areas. Handicap accessible parking spaces are provided at the posted areas adjacent to the sidewalks. Parking is not permitted on or any access drive to a venue building.

**PETS:** Sorry, absolutely no pets allowed.

**PHOTOGRAPHY:** SSPRD may take photos, audio and/or video recordings of anyone in attendance at a District-managed property or facility or during any District-associated class, event, rental or program. The District may use these materials at its discretion for promotional, marketing and publicity purposes without obligation, compensation or liability to those appearing in such materials.

**RENTAL SPACE CHANGES:** Any contents or furniture movement must be pre-approved by SSPRD. It is the Customer’s responsibility to restore all areas to their original appearance. Placements of tables, tents, live

music, catering equipment, etc., must also be approved by the SSPRD planning staff.

**SMOKING:** All SSPRD Facilities are non-smoking facilities.

**TABLES AND CHAIRS:** SSPRD is providing tables and chairs as part of our rental package, unless noted otherwise. The earliest booking date for a particular day has the first right of selection regarding table types. Each venue will be provided only the maximum number of chairs based on the approved occupancies.

**POLICY AND GUIDELINES AGREEMENT**

I have read and understand the policies concerning events held at the SSPRD. I agree to uphold them and ensure that contractors and members of the event party, will abide by the policies. I understand it is my responsibility to inform the coordinator, florist, photographers, etc., that they must also conform to this set of guidelines.

**CUSTOMER:**

**SSPRD:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date