

RULES AND REGULATIONS

- All users are responsible for **any and all** damages and losses to the building and/or the contents.
- The City of Woodland Park shall not be held responsible for any damage or loss, which may occur to non City of Woodland Park property, brought to or exhibited on the premises.
- Maximum occupancy of the Cultural Center is three hundred (300) people.
The user shall not admit to the premises a number of persons greater than the stated capacity.
- Decorations must be reviewed and subject to approval by the Cultural Center staff. Nails, hooks, tacks, tape, pins or screws may not be used to hang decorations. Decorations may be hung from existing hooks or mounting rail. Decorations, equipment or any property placed for an event must be removed before the user vacates the premise. Items left for more than 24 hours are subject to disposal or storage fee. No hay or straw is allowed inside.
- Matters concerning food and beverage must be coordinated with the Cultural Center staff no later than two weeks prior to a scheduled event.
- No furniture, fixtures, or equipment will be placed so as to obstruct passageways and emergency avenues or egress. (This includes the area in front of the hotel façade.)
- Lease agreements are not transferable.
- No smoke/fog or bubble machines allowed. You will be responsible for charges incurred if the fire alarms are set off and the fire department or other staff responds.
- No rice, rose petals or like material will be thrown inside or outside the building. Birdseed may be used at wedding receptions outside of the building only.
- The City of Woodland Park will not be responsible for safeguarding displays and equipment located on the premises by any user or any activity.
- **Nothing may be placed on the dance floor.** Any exceptions must be preapproved.
- Children under the age of ten (10) years must be supervised at all times. Running, throwing, or potentially harmful behavior is not allowed. Users are responsible for insuring that children do not roam beyond their rental area.
- Sound system - all users may not physically handle, remove equipment, or anything to change the configuration of the sound system without the approval and supervision of the Cultural Center Staff.
- If the kitchen facilities are used, they **must** be cleaned before the user leaves.
- Advertising within the Cultural Center, outside of the tenants leased space, is not permissible.
- Use or possession of alcoholic beverages (not provided by the City of Woodland Park bar service and coordinated and agreed upon in the rental contract) and illegal drugs are prohibited. Failure to comply will be dealt with by local/state/federal law enforcement agencies.
- **The City of Woodland Park is the sole provider of alcoholic beverages in the Cultural Center.**
During City of Woodland Park bar service, no alcoholic beverage(s) may be removed from inside the facility/rental area.
- If you are responsible for locking the doors, you will be charged \$50 for every one left unlocked.
- If there is food (including cake) on the carpet you will be charged and additional cleaning fee.
- Smoking is prohibited in all areas of the building.
- No dogs or any other pets are allowed in the Cultural Center.
- No open flame candles are allowed.
- ***No signs are to be placed outside the building without city planning department approval. 719-687-9246.***

ALL AND ANY VIOLATION(S) OF THESE RULES AND REGULATIONS CAN RESULT IN MONETARY FINES OR FUTURE DENIAL OF USE FOR THE EFFECTED USER(S).

PLEASE MAKE A COPY OF THESE DOCUMENTS FOR YOUR RECORDS.

RENTAL AGREEMENT

For Use of the Ute Pass Cultural Center

TERMS AND CONDITIONS

This signed Agreement and a deposit of 50% of the room rental is due to confirm your reservation. Until they are received the date is open to booking.

Checks shall be made payable to the **City of Woodland Park**. Include name of Lessee and date of function on all checks. Mail to P .0. Box 9007, Woodland Park, CO 80866.

All agreements for UPCC use are subject to the approval of the UPCC staff.

The attached Booking Sheet/Proposal for Use is incorporated into this agreement by reference. (Rental Agreement and Booking Sheet/Proposal for Use shall be jointly referred to as "Agreement").

Lessee, at its own expense, agrees to keep in full force and effect during the term of this Agreement adequate insurance coverage to ensure against the liability assumed by Lessee pursuant to this Agreement. Lessee shall not be relieved of any liability assumed pursuant to this Agreement by reason of its failure to secure insurance in sufficient amounts or sufficient duration or sufficient types to cover such liability. Lessee further understands and agrees that the City of Woodland Park/UPCC is relying on and does not waive or intend to waive by any provision of this Agreement the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act or otherwise available to the City/UPCC.

TERMINATION

The UPCC staff may terminate this Agreement at anytime, without liability to the UPCC or the City of Woodland Park. Upon such termination, any deposit made by the Lessee shall be refunded.

Should the Lessee fail to perform the terms and conditions of the Agreement, the UPCC staff may terminate this Agreement without prior notice to the Lessee.

If Lessee cancels usage within thirty (30) days prior to use of the UPCC, the deposit shall be forfeited. Cancellation outside the thirty (30) days will incur a \$100.00 processing fee.

INDEMNIFICATION

Lessee expressly agrees to indemnify and hold harmless the City of Woodland Park/UPCC from any claims, losses, liabilities, costs, damages, or related expenses incurred by the City/UPCC, its agents and employees, as a result of any injury to any person or any damage to any property arising in any way out of the use of the leased premises by lessee or any employee, agent, independent contractor, invitee, guest or licensee, including any person attending or attempting to attend the event or activity for which the premises are being leased, whether or not such person has been invited or authorized to attend by the lessee. Lessee's liability under this paragraph shall include all costs and expenses incurred, including, but not limited to, reasonable attorney's fees. The City/UPCC's right to indemnity under this agreement shall arise even though joint or concurrent liability may be imposed on the City/UPCC by statute, ordinance, regulation, or other law.

Lessee further agrees to assume any risk associated with the event for which this agreement is granted. By signing below, lessee acknowledges receipt of the Rules and Regulations for rental of the UPCC facilities and agrees to comply with said rules and regulations as well as all applicable rules, laws, ordinances, and regulations adopted or established, from time to time, by the City of Woodland Park.

DATED: _____

UPCC Facility Manager

Printed Name(s), signature(s), and
Organization or Business of Lessee