



# CITY OF MONTE VISTA

## MUTUAL FACILITY RENTAL/USE AGREEMENT APPLICATION

It is the City of Monte Vista's desire that all patrons who periodically use a City of Monte Vista building(s), room(s), land(s), auditorium, gymnasium, arena, stadium, field, area, or other City of Monte Vista property (Ski Hi) are able to enjoy the Facility. This agreement has been set in place to achieve that goal.

The person(s) signing this agreement and the organization on whose behalf the Facility rental is being made (collectively the "Renter") are responsible for compliance with this agreement. All Renters are required to read and sign the "Facility Use Agreement" as part of the rental. Please read carefully, fill out Facility, Renter, and event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

### 1. FACILITY INFORMATION (Mark with "x" Facility to be use)

**Ski Hi:** (for discount request please refer to form appendix C)

- Multi-purpose room (Includes inside restrooms)
- Gym
- Rodeo Grounds (Includes outside restrooms)
- Softball Fields (Includes ball tower and restrooms)
- Ski Hi Outside restrooms
- Ski Hi Inside restrooms
- Carnival Grounds

For Chairs, Tables, and/or Stage only fill out appendix D form.

**Parks:** (for the rental of tables, chairs, and/or stage only, please refer to form appendix D)

- Chapman Park
- Fullenwider Park
- Island Park
- Marsh Parks- ( )one, ( )two
- Montez Parks- ( )one, ( )two, ( )three
- Sanchez Park
- Tennis Court

*\*please fill out Ski Hi TABULATION page.*

*\*please fill out Parks TABULATION page.*

### 2. RENTER INFORMATION

Primary: (required)

Contact name \_\_\_\_\_ . Email \_\_\_\_\_

Tel.: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

Organization \_\_\_\_\_ . Profit ( ) or Non-Profit ( )

Address, City, State, Zip \_\_\_\_\_

Secondary: (required)

Contact name \_\_\_\_\_ . Email \_\_\_\_\_

Tel.: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

Organization \_\_\_\_\_ . Profit ( ) or Non-Profit ( )

Address, City, State, Zip \_\_\_\_\_

**3. EVENT INFORMATION**

Description of event \_\_\_\_\_

Number of Day(s) of event \_\_\_\_\_. Date(s) of Event \_\_\_\_\_

Estimated attendance \_\_\_\_\_

Time event begins (incl. set up) \_\_\_\_\_ a.m./p.m. Time event ends (incl. clean up) \_\_\_\_\_ a.m./p.m.

Please circle one:

Open to the public? Yes No Will minors be present? Yes No

Admission fee charged? Yes No Will there be music? Yes No

Type of music \_\_\_\_\_

Will food be served? Yes No Will food be sold? Yes No

Will alcohol be served? Yes No Will alcohol be sold? Yes No

Use of Marquee Yes ( ) No ( ), If yes please write in the box your message


**\*It will appear as it was written\***

**IMPORTANT – READ BEFORE SIGNING** I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Print name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Print name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

*Non-Profit Group Yes [] No [] - Youth Serving Group Yes [] No []*

*Total amount due before any fee waivers \$ \_\_\_\_\_*

*Discount Received from City Council \$ \_\_\_\_\_*

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_



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### CONDITIONS OF USE

#### RESERVATIONS

- Renter(s) desirous of a Facility should make reservations well in advance of the intended date of use because demand for facilities is high and dates fill quickly.
- A Facility is not considered rented until (1) Renter delivers to the City of Monte Vista, the Mutual Facility Rental/Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by the City of Monte Vista; and (2) the City of Monte Vista, in its sole discretion, approves such rental in writing.
- A person who is at least eighteen (18) years of age must sign this agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign this agreement.
- Renter(s) shall provide the City of Monte Vista Manager or his/her designee with a single contact who is to serve as the representative for Renter's activities.
- Renter(s) shall be responsible for securing all required permits and licenses.
- The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
- Renter(s) shall not use the City of Monte Vista's name to suggest endorsement or sponsorship of the event without prior written approval of the City of Monte Vista Manager or his/her designee. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
- Renter(s) shall permit any City of Monte Vista officers, employees, or agents to visit the event described in this agreement at any time during the event.
- Renter(s) shall be responsible for picking up the keys to the Facility, if any, from the City of Monte Vista prior to the event, at City Hall Office. Renter(s) shall return keys immediately following the event to the City of Monte Vista.
- Under no circumstances shall Renter(s) sublease or allow any other organization or individual to use the Facility for the period for which Renter(s) has contracted. Renter(s) is an independent contractor and not the agent or employee of the City of Monte Vista.

#### FEES

- The City of Monte Vista may require a rental fee and/or a deposit from Renter(s).
- Any person or agency holding a reservation for the use of City of Monte Vista facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the Facility.
- The City of Monte Vista may charge an additional amount of double the regular rental rate for any event continuing past the ending time stated in this agreement.
- Renter(s) is responsible for any lost keys, and any costs that the City of Monte Vista might incur to replace and/or re-key the Facilities.
- In the event the Facility is left damaged, Renter(s) shall be charged for any and all janitorial and/or repair fees incurred by the City of Monte Vista as a result of same and these fees shall be billed to Renter(s).

#### INDEMNIFICATION AND INSURANCE

- Renter(s) shall indemnify, defend, and hold harmless the City of Monte Vista, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the Town/City/Agency City of Monte Vista, its officers, employees, or agents.
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- Renter(s) shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the City of Monte Vista's facilities and adjoining property in the amount of \$1,000,000 (one million dollars) per occurrence. Such insurance shall name the City of Monte Vista, its officers, employees, and agents as additional insureds prior to the rental date of the Facility. Renter(s) shall file certificates of such insurance with the City of Monte Vista, which shall be endorsed to provide thirty (30) days' notice to the City of Monte Vista of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the City of Monte Vista may deny access to the Facility.
- Renter(s) shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the City of Monte Vista's facilities and adjoining property to the City of Monte Vista Manager or his/her designee, in writing and as soon as practicable.
- Renter(s) waives any right of recovery against the City of Monte Vista, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter(s) shall not charge results of "acts of God" to the City of Monte Vista, its officers, employees, or agents.
- Renter(s) waives any right of recovery against the City of Monte Vista, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if the City of Monte Vista, its officers, employees, or agents seek recovery against Renter.

## **SECURITY**

- The City of Monte Vista, at its sole discretion, may require a certain number of security officers for the event. Renter(s) shall be responsible for procuring and paying for security officers through the City of Monte Vista or a private security agency.
- Renter(s) is solely responsible for supervising all individuals at the Facility and adjoining property during the event. The City of Monte Vista is not responsible for providing this supervision. However, the City of Monte Vista may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

## **SET UP / CLEAN UP / DECORATIONS**

- Renter(s), caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Facility prior to or after the event time period. Renter(s) shall be responsible for arranging access during the time requested for entry and exit of the Facility.
- Renter(s) shall not prepare or decorate the Facility prior to the event start time, unless Renter(s) provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.
- Renter(s) shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.
- Renter(s) shall be responsible for all cleanup of the Facility, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition.
- Renter(s) shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the City of Monte Vista Manager or his/her designee.
- Renter(s) shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter(s) shall be charged for any and all janitorial and/or repair fees incurred by the City of Monte Vista as a result.



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### EQUIPMENT / ACCESSORIES

- Renter(s) shall not remove, relocate, or take City of Monte Vista property outside of the Facility for any reason without the prior written approval of the City of Monte Vista Manager or his/her designee.
- Renter(s) shall not use City of Monte Vista equipment, tools, or furnishings located in or about the Facility without the prior written approval of the City of Monte Vista Manager or his/her designee.
- Renter(s) shall not drive motorized vehicles on field(s) or green spaces unless otherwise authorized, in writing approval by the City of Monte Vista Manager or his/her designee.
- The City of Monte Vista does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Renter(s), at its own cost, may bring these systems into the Facility for their use.
- Renter(s) shall secure the approval of the City of Monte Vista before using audio/visual systems, public address systems, and live or recorded amplified music. Renter(s) shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the City of Monte Vista Manager or his/her designee.

### MISCELLANEOUS

- Renter(s) shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
- Renter(s) shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.
- Gambling of any kind is not permitted at the Facility
- Smoking is not permitted at the Facility.
- No animals are permitted at the Facility, with the exception of guide dogs or City of Monte Vista prior agreement and approval by City of Monte Vista Manager or his/her designee.
- If Renter(s) violates any part of this agreement or reports false information to the City of Monte Vista, the City of Monte Vista may refuse Renter(s) further use of the Facility and Renter(s) shall forfeit a portion of or all of the rental fee and/or the deposit.
- The City of Monte Vista may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
- Any person aggrieved by the City of Monte Vista's decision with respect to this agreement may appeal to the City of Monte Vista Manager or his/her designee in writing no later than five (5) days after the City of Monte Vista's decision has been communicated to the aggrieved party.
- If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**In addition to this application, a Certificate of Liability, Vendor List, and proof of waste arrangements must be provided to the City of Monte Vista 10 days before the event. A rental deposit of 50% of total, a cleaning and damage deposit of \$200.00 (in the form of a separate check), is due when submitting this application. A forfeit of deposit will occur if any reservation is cancelled within 1 month (30 days) prior to the even and/or facilities are left in an unclean manner (trashed, spills, etc.).**