



**Denver Metro Association of the Deaf**

**1575 Elmira St**

**Aurora, CO 80010**

## **FACILITIES RENTAL AGREEMENT**

### **LICENSE AND TERMS OF USE**

The **Denver Metro Association of the Deaf** (“Owner”) enters into this Facilities Rental Agreement (“Agreement”) with \_\_\_\_\_ (“Renter”) this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”) for Renter’s use of the hall space at Owner’s facilities located at 1575 Elmira Street, Aurora, Colorado 80010 (“Facilities”), subject to the following terms and conditions:

#### **1. Limited, Revocable License**

Owner grants to Renter, and Renter accepts, a limited, revocable, license to use the Facilities solely on the Event Dates, and during the Event Time, subject to the terms and conditions as agreed upon below. Renter agrees to use the Facilities in accordance with the Additional Terms and Conditions attached as *Exhibit A* to this Agreement.

#### **2. Fees; Deposits**

Renter shall pay to Owner \$\_\_\_\_\_ upon the execution of this Agreement for use of the Facilities, in accordance with the Application Form attached as *Exhibit B* to the Agreement (the “Fee”). The Fee includes a deposit of \$\_\_\_\_\_ (the “Deposit”). Owner shall not reserve the Event Date and Event Time until Renter has paid the Fee in full. Failure to pay the full Fee at least twenty (20) days prior to the Event Date shall be grounds for Owner to revoke this License. Upon such revocation, Owner shall refund any Fee to Renter within thirty (30) days of such revocation, provided that Owner shall be entitled to retain the full amount of the Deposit, and neither party shall have any further rights and/or obligations hereunder.

Renter may also make a donation to Owner in order to assist Owner with keeping the Facilities open. Donations are tax-deductible as charitable contributions. Renter may send a check made out to “Denver Metro Association of the Deaf” to the following address:

Denver Metro Association of the Deaf, 1575 Elmira Street, Aurora, CO 80010

#### **3. Cancellation**

Upon cancellation of the reserved Event Date and/or Event Time, Owner shall refund any Fee to Renter within thirty (30) days of such notice of cancellation, provided that Owner shall have the right to retain the Deposit. Notwithstanding the foregoing, the Renter will be entitled to a refund of exactly one half of the Deposit if Renter provides notice of cancellation to Owner more than thirty (30) days prior to the Event Date.

#### **4. No Warranty**

The Facilities are provided "AS IS", "WHERE IS" and without warranty as to the suitability of the Facilities for Renter's intended use. Renter shall be responsible for the repair and/or replacement of the Facilities to the extent such repair or replacement is the result of Renter's (or its agents, contractors, employees, invitees, guests or sub-contractors) negligence, misconduct, misuse, abuse, or breach of the terms and conditions of this Agreement. Renter shall delivery the Facilities to Owner in as good condition as when received by Renter, ordinary wear and tear excepted.

#### **5. Indemnification**

Renter agrees that it shall indemnify, defend and hold harmless Owner and its employees, officers, directors, members, agents and representatives, from and against any and all damage, loss, claims, suits, demands, actions, fines, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with damage to property or injury to persons (including death) which arise out of Renter's use of the Facilities, including any acts or omissions of Renter, its agents, contractors, employees, invitees, servants or subcontractors. Renter shall provide Owner immediate notice of any injury or damage to persons or property in, to or around the Facilities of which it is aware. Renter shall also provide evidence of insurance to Owner which is sufficient to meet the obligations set forth in this paragraph and include Owner as additional insurers to such insurance.

#### **6. Right of Entry**

Owner, and those persons authorized by it, shall have the right to enter the Facilities at all reasonable times for any reasonable purpose, as well as at any time in the event of emergency involving possible injury to property or persons in or around the Facilities.

#### **7. Revocation**

This Agreement is freely revocable by Owner and, upon written notice from Owner to Renter, may be terminated at any time in the Owner's sole discretion.

#### **8. Miscellaneous**

**a. Entire Agreement; Governing Law.** This Agreement, together with any exhibits attached hereto, contains the complete agreement of the parties concerning the subject matter, and supersedes any prior oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Agreement shall be construed and governed by the laws of the State of Colorado, without regard to its conflicts of laws provisions

**b. No Amendment:** No amendment or modification to this Agreement shall be binding upon Owner unless same is in writing.

**c. License Only.** This Agreement shall be deemed to create only the relationship of licensor-licensee between the parties.

**d. No Assignment.** This Agreement is for the sole benefit of the Renter and the Owner, and Renter may not assign or transfer its obligations or rights under this Agreement. Any assignment or transfer contrary to the provisions of this paragraph shall be null and void.

**e. Enforcement.** Renter shall be responsible for all costs, expenses and reasonable attorneys' fees incurred by Owner in enforcing this Agreement in the event Owner prevails in any such enforcement.

**f. Compliance with Laws.** Renter agrees to comply with all federal, state and local laws, regulations and ordinances which apply to the Event.

**g. Dispute Resolution.** Any controversy or claim arising out of or relating to these rules and regulations, or the breach thereof shall be settled by arbitration before the Judicial Arbitrator Group in Denver, Colorado, in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

**h. Counterpart Signatures.** This Agreement and any executed counterparts shall constitute one instrument. PDF or facsimile signatures shall be binding as if they were original signatures.

By signing below, you agree that you have read, understood and agree to be bound by the terms of this Agreement. You further agree that you are an authorized agent of the party named below.

**DENVER METRO ASSOCIATION OF THE DEAF**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**RENTER**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

## Exhibit A to Facilities Rental Agreement

### Additional Terms and Conditions

#### Event Rules and Regulations

- 1. USE OF FACILITIES:** The Facilities can accommodate up to 106 persons for events. Capacity is strictly observed.
  
- 2. SERVICES:** To ensure service quality and preserve the integrity of the Facilities, any outside staff such as caterers, waiters, and bartenders shall be approved by Owner. Renter shall be responsible for all food, beverages, wait staff, bartenders, entertainment and clean up of the Facilities at Renter's cost. Owner shall have no responsibility whatsoever for such items.
  
- 3. ALCOHOLIC BEVERAGES:** Alcohol may be served to persons over the age of 21 under the terms and conditions consistent with the applicable laws of the State of Colorado as long as the Renter abides by the following rules:
  - a) Renter shall take full responsibility for and hold the Owner harmless from all liability arising from the serving and consumption of alcoholic beverages;
  - b) If caterers are to serve or provide a bartender to serve alcoholic beverages, the caterer shall provide to the Owner a certificate of insurance evidencing a Liquor Liability Policy at least seven days prior to Event Date.
  
- 4. MUSIC/ENTERTAINMENT:** Arrangements for entertainment or music must be approved by the Owner. Renter is solely responsible for obtaining all necessary licenses or permission to perform, transmit or display any copyrighted works (including without limitation music, audio or video recordings, including but not limited to licenses from ASCAP, BMI or other copyright licensing organizations.
  
- 5. NO SMOKING OR OPEN FLAMES:** The Facilities are a smoke-free environment. Smoking is prohibited in all areas of the building at all times. In addition, no open flame of any kind is allowed in any part of the library at any time.
  
- 6. VENDORS:** A list of all outside vendors, caterers, musicians and any other outside professionals must be submitted to the Owner one week before the Event Date.

## Exhibit B to Facilities Rental Agreement: Application and Reservation Form

# Hall Rental Application and Reservation Form

Date of event:	Alternate date(s):
Time of event: From a.m./p.m. To a.m./p.m. Including setup and cleanup time	
What time do you plan on arriving to setup before your event?	
Renter:	Telephone:
Address:	Email:
Occasion / reason for use	
Approximate number of guests:	How many guests will be under 21?
Certificate of Insurance	Yes No
Name as it will appear on the Certificate of Insurance: (must match the Renter's name)	
I have contacted my insurer and have verified that I will be able to produce a Certificate of Insurance for General Liabil-	
Will you be using the kitchen?	Yes No
If you will be using the kitchen, specifically what you use the kitchen for?	Heating Cooking Caterer (please list name of caterer)
Comments or additional requests:	

For Office Use:		
Fees and deposits received:	Date:	
	Check no.    Amount:	
	Check no.    Amount:	
Approved by DMAD Board	Date:	Initials:
Renter Notified that Date is Approved	Date:	Initials: