

*Town of Brookside
Community Center Contract
1720 Brookside Ave. Brookside, CO 81212*



APPLICANT'S NAME: _____

ADDRESS: _____

PHONE #: _____ WORK #: _____

DATE(S): _____ TIME(S): _____

RENTAL USE: _____

CHARGES: \$ 125.00 x _____ = \$ _____
(Facility Charge) (# of times/month)

DAMAGE DEPOSIT: **NO ALCOHOL ALLOWED**

\$200.00 DATE _____ CASH _____ CHECK # _____ AMOUNT \$ _____

Damage deposit is held in reserve and shredded / returned if Center is cleaned after event and there are no damages.

RENTAL FEE: Rental fee is deposited when received

\$125.00 DATE _____ CASH _____ CHECK # _____ AMOUNT \$ _____

All parties agree and understand that schedules are subject to change and that TOWN activities shall take precedence over Non-TOWN activities. TOWN shall notify Applicant of any changes within a reasonable time. Under no circumstance shall such a change constitute a breach of this contract by TOWN nor shall such change entitle Applicant or Individual to any claim of damages.

The above amount is to be paid within three (3) days of your first event of each month. If it is not paid by 5:00 p.m. on the 3rd day, the event will be canceled immediately. Applicant shall be held liable for any damage to TOWN property or equipment or loss of the same if such damage or loss occurs while Applicant is using facility. Applicant is responsible for cleaning of all facility used. If clean up is not completed, any or all of the deposit shall be forfeited to the Town. Deposits will be refunded only after the Post-Event Checklist has been cleared. Deposit for reservation is not refundable within 30 days of event.

Red or purple colored beverages / alcoholic beverages are prohibited.

Children and Youth must be supervised. No tampering with Town equipment.

I have received, read, and understand the Community Room Policy. I agree to abide by the conditions as outlined.

APPLICANT'S SIGNATURE DATE _____

TOWN REPRESENTATIVE SIGNATURE DATE _____

*Town of Brookside
Community Center Contract
1720 Brookside Ave. Brookside, CO 81212*

ACKNOWLEDGEMENT OF WAIVER AND RELEASE

In consideration of access to the property described as The Brookside Community Center of the Town of Brookside Colorado, located at 1720 Brookside Ave., Brookside, CO., the undersigned (or minor on whose behalf he/she is signing) individually and for his or her heirs, assigns and personal representatives, hereby acknowledges that there may be obvious and hidden hazards encountered on this property and waives and releases any and all claims, demands, suits, or other rights of action against the Town of Brookside Colorado, the Board of Trustees for the Town of Brookside Colorado, its employees and agents acting within the scope of their employment or authority, which the undersigned (or the minor child on whose behalf he/she is signing) or his/her representatives may claim as arising as a result of any occurrence related to access to these premises.

The undersigned hereby certifies that he/she has read this Acknowledgement for Waiver and Release, that he/she has reach his/her majority and is under no legal disability whatsoever, and that he/she understands the same.

Dated this _____ day of _____, _____

Signature

Printed Name

*Town of Brookside
Community Center Contract
1720 Brookside Ave. Brookside, CO 81212*

POLICY ON REGULATION OF USE OF BROOKSIDE COMMUNITY CENTER

The Brookside Community Center, located at 1720 Brookside Ave., Brookside, Colorado is a place of public business and is not a public forum for community activities within the meaning of the First and Fourteenth Amendments to the U.S. Constitution. The Town's right to control the use of the Town Hall is incident to the Town's general powers to hold and manage property and to regulate its use through its general police powers. The primary purpose of the building is for the conduct of official business of the Town of Brookside.

The Board of Trustees recognizes there is a need in the community for meeting rooms for non-town business. The Board of Trustees hereby adopts this policy concerning use of the Community Center for purposes other than for official Town or other governmental business. However, the Board of Trustees also recognizes that use of the building results in extra administrative costs, utilities cost, cleaning costs, supply costs and wear-and-tear on the building. Reasonable rental fees are set in order to recoup these costs.

1. The Town of Brookside's governmental purposes will have first priority on the use of facilities.
2. Scheduled events are subject to change or cancellation, at the discretion of the Mayor or if specific Town functions require the use of the facilities.
3. The Community Center may be used as a meeting room under the guidelines contained in this policy. Due to security and other concerns, any group wishing to use the Community Center must obtain the written permission of the Town Clerk in addition to following these guidelines.
4. The meeting room may be available Monday through Friday from 8:00 AM through 10:00 PM, subject to scheduling arrangements and payment of appropriate fees and deposits. The meeting room may also be available on Saturday or Sunday for special, one-time events per appropriate scheduling arrangements, fees, and deposits.
5. There shall be no regularly scheduled weekly meetings on Saturday and Sunday in order to make the meeting room available for special events.
6. No organization or group of people shall use the meeting room on Saturday and Sunday for more than 14 occurrences in any given year.
(Comment: 14 times allows for monthly meeting of an organization, plus two special events)
7. Any use of the community room or other meeting space shall not exceed the capacity of the rooms, hallways, entry or parking areas of the Brookside Community Center.
8. All children must be accompanied by an adult. There must be one adult supervisor for every six children.
9. A group desiring to reserve the meeting room must complete an application form available at the Town Clerk's office.
10. All preparation time (set up and clean up) must occur on the date and time of use. When reserving the Brookside Community Center, make certain to include set up and clean up times in your request.
11. A group reserving a meeting room must designate a responsible party who will serve as the contact person for discussion of scheduling conflicts, violations of policy, payment of fees and other relevant issues.

*Town of Brookside
Community Center Contract
1720 Brookside Ave. Brookside, CO 81212*

12. A Group desiring to reserve the meeting room must pay the following deposits and fees:

| | |
|------------------------------|----------|
| Rental fee: | \$125.00 |
| Clean-up and repair deposit: | \$200.00 |

13. The Town should be notified immediately of cancellation of reservations by contacting the Town Clerk's office at 719-276-3436.
14. The rental fee is non-refundable within 30 days of the reserved date. If the Lessee makes direct and confirmed communication with the Town Clerk requesting that the reservation be cancelled more than 30 days prior to the event, then the rental fee may be refunded.
15. The clean-up and repair deposit may be refunded within seven days after the event but only if the premises are left in a clean and sanitary condition and no damage to the premises has occurred while occupied by the group. If clean-up costs and/or damages exceed the deposit amount, the group shall be liable for the difference.
16. Attendees of an event shall have access to the premises during the scheduled date and times. Any proposed use of the premises outside of such hours shall not be allowed unless approved in advance and in writing by the Mayor or his or her designee.
17. The individual who signs the Application for Use form ("Applicant") is responsible for monitoring the conduct of all guests and will ensure that all Federal, State, and Brookside laws and policies are followed.
18. The Applicant must be present the entire time of the use or appoint a substitute. The Applicant is responsible for maintaining the orderly conduct of all participants and for any damage to the facility and its contents.
19. Use of the parking lot: Lessee may use the parking lot appropriately during the time of their event. Lessee is responsible for ensuring the safety of persons and property during the event.
20. The Applicant is responsible to ensure attendees are not damaging the exterior of the building, the landscaping or Town equipment on the premises.
21. Town equipment on premises: Under no circumstances should Lessee or attendees of the rental event enter, explore, manipulate or damage Town equipment which is present on the property. Lessee will be responsible for all equipment damages caused by attendees of event.
22. The Applicant must ensure that each event is adjourned and the facilities vacated at the specified end time.
23. Access to the Town Clerk's Office is strictly prohibited.
24. The Town will not provide promotional assistance, materials or services for any programs not sponsored by the Town. This includes but is not limited to photocopying of program materials, creation of posters or other materials, electronic postings on social or networking web sites, or e-mail assistance.
25. The Lessee shall not use the Town logo or name in any programs, circulars, pamphlets, or other forms of advertisement without the prior written consent of the Town Clerk, other than stating the location of their event for the attendees.

*Town of Brookside
Community Center Contract
1720 Brookside Ave. Brookside, CO 81212*

26. Advertisements or announcements related to the Applicant's use of the Town of Brookside's Community Room shall not imply the Town's endorsement of points of view expressed by any group or organization.
27. No tacks, tapes, nails, etc. may be placed on or in the walls or on the windows.
28. Exterior doors of the Community Center should not be propped open under any circumstances.
29. No Town personnel shall be used or is authorized to assist in handling exhibits and other event items that are being located, moved or placed within the Community Center or on its premises.
30. Any displays, easels, audio video equipment, rental tables, serving trays, etc., brought in for an event or meeting, must be removed immediately following the event or meeting.
31. Smoking (including electronic cigarettes, vaping devices) or burning of candles/incense is prohibited in any part of the Community Center and property or within fifteen (15) feet of the building. (Colorado Clean Air Act, CRS 25-14-204)
32. The following activities are strictly prohibited within or upon the Brookside Community Center and all appurtenant areas: gambling, use or possession of alcoholic beverages, medical marijuana, marijuana or illegal drugs.
33. The Board of Trustees may determine, on a case by case basis, that additional security measures are required for a meeting. If so, such security costs shall be paid by the group before the meeting is held. A group may not arrange for its own security.
34. Meeting rooms must be left in a clean and orderly condition. Tables and chairs must be left in the same condition and setup as they were prior to the event.
35. Vacuum and cleaning supplies are available on site in the storage closet and will be made available to Lessee for clean-up.
36. Spills on tables and chairs must be cleaned up. **Please report spills on carpet to the administrative office so they can be adequately addressed by the cleaning crew.**
37. Trash: Lessee is responsible for clean-up and trash removal. For every event, perishable trash must be bagged and placed in the trash receptacle that is located in the parking lot by the road.
38. In the event that the room is left in an unsatisfactory condition, requiring cleaning necessary beyond normal wear and tear, a \$50.00 per hour cleaning fee will be assessed to the Applicant. A damage fee will also be assessed for the replacement or repair of any items damaged in the Community Center. Failure to pay for any required cleaning or damage will result in the Applicant/group being disqualified from continuing to use the facility until the applicable fee is paid.
39. Lessee shall be responsible for all costs and expenses of collection and enforcement of the terms of this Agreement.
40. You are required to notify the Town Clerk's Office (at 719-276-3436) if you find any damage or facility related repairs needed, whether it was caused by your group or not.

*Town of Brookside
Community Center Contract
1720 Brookside Ave. Brookside, CO 81212*

41. The Lessee expressly agrees to, and shall, indemnify and hold harmless the Town of Brookside and its respective officers, agents, or employees from any and all claims, damages, liability, or court awards, including costs and attorney's fee that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any omission or act of commission by the Lessee or any of its employees, agents, partners, or lessees, in occupying the Premises.
42. The Lessee shall indemnify the Town of Brookside and any of its officers or employees, against damages, loss, or injuries either to person or property, or both, known or unknown, past, present or future, arising as a result of or from the Premises use granted to the Lessee by this Agreement.
43. The Lessee agrees that the Town is not liable, and will not assume any liability, responsibility, or costs for any personal injury or property damage arising from Lessee's use of the Premises, or any damage, maintenance, or repair of any Lessee Property erected, used, or maintained by the Lessee under this Agreement. The Town shall not have any liability whatsoever for any damage or loss to the Lessee Property.
44. **NO ASSIGNMENT.** This Agreement shall not be assigned by the Lessee without the prior written consent of the Town which may withhold its consent for any reason.
45. The Lessee shall not allow the operation of any commercial concessions or operations nor allow the imposition of any charge or solicitation of a donation of any kind to be made on the Premises without prior written consent of the Town.
46. The Town, in its sole discretion, reserves the right to revoke meeting room privileges at any time. A violation of any provision of this policy may result in the revocation of future meeting room privileges at the discretion of the Board of Trustees.