CRESTED BUTTE
Parks & Recreation

TOWN OF CRESTED BUTTE
Town Ranch Event Area
Rental Contract

This Contract will be used for private events on the Town of Crested Butte (the "Town") property known as the Town Ranch Event Area ("Facility"). Events must be approved by the Parks & Recreation Department Staff.

Facility User

Name of Organization ("Facility User") _____

Contact Person

Name _____ e-mail _____

Address _____ Home/Work Phone _____

City _____ State _____ Zip Code _____ Cell Phone Number _____

Facility Information

Event name as you would like it to appear _____

Have you read through and understand the entire Town Ranch Event Area Information Packet? If so, initial here. _____

Security Deposit Facility User shall pay the Town the amount to be used as security for Facility User's faithful performance of the terms and obligations of this Contract. Said amount shall be paid at the time of Facility User's execution of this Contract. This deposit shall be held by the Town during the Term. Within thirty (30) days following the expiration of the Term or earlier termination of this Contract, the Town shall either return the security deposit or, as required by Colorado law, provide Facility User with a written statement, setting forth the reason for the retention of any portion thereof together with the payment of the difference, if any, between the amount of the security deposit and the damages claimed by the Town. Note: As the contact person, you are responsible for following the rules as stated in the Town Ranch Event Area Information Packet. In addition, you are responsible for providing full and complete information about your event on this form. Failure to do so will result in partial or full deposit amounts being retained.

Term: Date of event _____ Start Time _____ Finish Time _____

Term: Additional dates included in rental for set-up and tear-down. _____

Anticipated Number of People ◯ 1 - 49 ◯ 50 - 99 ◯ 100 - 199 ◯ Other Other, How Many? _____

Will there be Amplified Sound at this event? ◯ Yes ◯ No

If so, please described Amplified Sound _____

Note: If there will be amplified sound during your event, the rules and requirements of Crested Butte Municipal Code Section 10-9-50 must be followed. Upon completion and submission of this application the Town will provide you with additional information, if requested.

Trash and Recycling: All events should emphasize *increased recycling and decreased waste production*. You must detail your recycling and refuse plan below. for additional recycling and waste services, look on the Facility Rental section of the Town's web site at **www.townofcrestedbutte.com**. Remember, we're in bear country.

Payment Information *In reference to the* **Facility Rental Fee Schedule**.

Rental Fee Amount Due ◯ One-Day Rental, $300 ◯ Three-Day Rental, $750

Deposit Amount Due ◯ One-Day Rental, $150 ◯ Three -Day Rental, $375

Total Amount Due (Prior to Confirmation of Reservation) _____

Cancellation Policy

90 days prior to reservation: A refund will be issued for the deposit and half of the Facility rental amounts.
Less than 90 days prior to reservation: Facility rental fee will not be refunded. Deposit will be refunded.
Post Reservation: If the Facility is reserved and not used, no refund for the Facility rental fee will be issued. Deposit will be refunded.

VENDOR/SERVICE PROVIDERS: If a vendor and/or service provider will be used for your event, they must hold a current Town of Crested Butte **Business License** prior to the event. Vendors and service providers are also subject to remit all required sales taxes. More information on business and sales tax licenses are available at **www.townofcrestedbutte.com** or by calling 970-349-5338. Please list all vendors and/or service providers for your event below.

Business Name		Phone Number	
Business Name		Phone Number	
Business Name		Phone Number	
Business Name		Phone Number	
Business Name		Phone Number	
Business Name		Phone Number	

Release, Indemnification, and Assumption of Risk In consideration of Facility User being permitted to use the Facility, Facility User, its successors in interest, directors, officers, members, managers, employees, agents, representatives, contractors, material suppliers, visitors, guests, invitees and assignees, each of them (collectively, "Facility User") agree as follows: (a) FACILITY USER HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASES, FOREVER DISCHARGES AND AGREES NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE TOWN OF CRESTED BUTTE, its successors in interest, insurance carriers, insurance pools, attorneys, elected officials, officers, employees, agents, representatives, vendors, contractors, material suppliers, visitors, guests, invitees, assignees and transferees, each of them (collectively, the "Released Parties") with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Facility User has or which could be asserted on behalf of Facility User in connection with Facility User's use of the Facility, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract. (b) Facility User hereby agrees to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Facility User's use of the Facility. Such obligation on the part of the Facility User shall survive the period of the Facility User's use of the Facility. (c) Facility User agrees and understands that there are dangers and risks associated with use of the Facility and that INJURIES AND/OR DEATH may result therefrom, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, Facility User recognizes that property loss, injury and death are all possible. RECOGNIZING THE RISKS AND DANGERS, FACILITY USER UNDERSTANDS AND EXPRESSLY ASSUMES ALL RISKS AND DANGERS IN THE USE OF THE FACILITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

I understand that by printing my name in the signature field below it will be considered the same as my signature.

Signature _____ Date _____

Office Use Only:

Authorized By: _____

Usage Fee $_____ Pymnt Method _____

Date Rec._____ Int._____

Deposit Amount $_____ Pymnt Method _____

Date Rec._____ Int._____

Dep. Amt. Returned $_____ Pymnt Method _____

Date Req. _____ Int._____

Notes_____