

## FACILITY USE AGREEMENT – The Green (Yampa River Botanic Park)

Please complete and submit this form with insurance certificate (if required).

In consideration of use of The Green in the Yampa River Botanic Park (the “Park”) at 1000 Pamela Lane, facilities of the City of Steamboat Springs, the undersigned hereby agrees to the following:

- 1. Event Video and Vendors.** Before the Event, all users and parties involved in the event are obligated to watch the following video: <https://www.youtube.com/watch?v=7HtAkfrJWQ0> and read the FAQ document. Before the event, all users shall designate a representative in charge of the entire event. If using outside vendors, all vendor contact information needs to be provided to the Botanic Park. Vendors must schedule a walk through at least two weeks in advance of the event.

\_\_\_\_\_ (Initial)
- 2. Entrances. Gates must be closed after the Event, failure to do so could result in extra fees.**

\_\_\_\_\_ (Initial)
- 3. Access.** Event participants may enter the Park from Emerald Park parking lot or from the Core Trail. Event participants may not enter the Park through Fish Creek Mobile Home Park on Anglers Drive. Service personnel, including caterers, may enter through the mobile home park by arrangement only. Other special transportation needs requires prior arrangement with staff, and if so, Renter is responsible for closing the gates during and after the Event.

\_\_\_\_\_ (Initial)
- 4. City Released from Liability.** The undersigned indemnifies and holds harmless the City of Steamboat Springs and its officers, agents and employees from any and all liability, damages, loss, cost and expenses on account of any claim, suit or action made or brought against the City, its officers, agents, or employees for the death of or injury to persons or destruction of property arising out of or claimed to arise out of the use of the facilities of the City pursuant to this Facility Use Agreement.

\_\_\_\_\_ (Initial)
- 5. Permission to serve Alcohol.** The City Clerk's office must be contacted at (970) 871-8275, to request for the serving of alcohol beverages. The City Clerk will recommend approval or disapproval of the request to the City Manager via a written memorandum. User will receive approval in written form from the City Clerk's office. The serving of alcoholic beverages is allowed provided that the event is by invitation only, not open to the public, there is no public advertising and no money is involved (no cash bars & the cost of alcohol cannot be hidden in an entry fee).

Alcoholic beverages are **NOT** permitted outside the Botanic Park.

\_\_\_\_\_ (Initial)
- 6. Public Events Insurance.** A Certificate of Insurance, or proof thereof, for \$1,000,000 of general liability coverage with the City of Steamboat Springs as a named additional insured, shall be provided by the undersigned if event is open to the public (or not by invitation only).

\_\_\_\_\_ (Initial)

## FACILITY USE AGREEMENT - CONTINUED

**7. Sale of Goods.** If you will be selling any items (tangible personal property), you must present a copy of your City of Steamboat Springs Sales Tax License. For an application or questions regarding City of Steamboat Springs Sales Tax, please contact our Sales Tax Division at 970-871-8233 or visit them at City Hall located at 137 10th Street.

\_\_\_\_\_ (Initial)

**8. Concessions.** The sale or distribution to the public of food or concession items must be pre-approved by obtaining a Special Activity Permit from the City and/or a letter from Routt County Environmental Health (970- 870-5588).

\_\_\_\_\_ (Initial)

**9. Bikes & Dogs.** Riding a bicycle is not permitted within the Park; walking a bicycle is permitted. There are bike racks located at both Park entrances. Dogs are not permitted in the Park, except for service dogs.

\_\_\_\_\_ (Initial)

**10. Damage.** Renter agrees that, in the event that any damage, loss, or injury to the facilities or to any property or equipment in the Park results from this rental, the City of Steamboat Springs may charge additional fees covering the full amount of such damage, loss, or injury. Renter will promptly reimburse the City of Steamboat Springs for all costs associated therewith.

\_\_\_\_\_ (Initial)

**11. Set-Up & Clean-Up.** The undersigned must reserve adequate set-up and clean-up time when scheduling the facility. No refunds due to partial use of reserved time. Any time not reserved may be booked for another user. The undersigned agrees to vacate the premises at the agreed-upon time and also understands that they cannot occupy the facility prior to their contracted time. Fees will be added for going over your scheduled time.

\_\_\_\_\_ (Initial)

**12. Security** Security of the reserved facility is the undersigned's responsibility. Security of any personal items is the responsibility of the user.

\_\_\_\_\_ (Initial)

**13. Exclusive Use.** The Event will have exclusive use of The Green, but the whole of the Park outside The Green will remain open to the public.

\_\_\_\_\_ (Initial)

**14. Unforeseen Circumstances.** In the event of mechanical failure or other unforeseen occurrences that render the fulfillment of this agreement by the City of Steamboat Springs impossible or impractical, this agreement shall be terminated or suspended at the City's option, and the undersigned waives any claim for damage or compensation should this agreement be terminated.

\_\_\_\_\_ (Initial)

**15. Noise.** The Park has close neighbors in Fish Creek Mobile Home Park. Music cannot be loud enough to be heard outside the Park. Any complaints may result in additional fees.

\_\_\_\_\_ (Initial)

**16. No Lights.** The Event and all activities must end by 8pm, although clean-up may continue until 8:30pm. The Restrooms automatically close at 8pm. There is no lighting in the Park, so Renter should plan to end the Event in time for guests and vendors to return to their cars before dark.

\_\_\_\_\_ (Initial)

**17. Parking.** Parking is not permitted on Pamela Lane. The Botanic Park has 30 spaces reserved for Botanic Park use in the Emerald Park parking lot. The City cannot guarantee parking in the rest of the parking lot because of possible games or tournaments on the adjacent ball fields. A parking plan must be turned in with this contract for your event.

\_\_\_\_\_ (Initial)

**18. Laws.** The undersigned agrees to follow all federal, state, and local laws on premises and in regards to this rental.

\_\_\_\_\_ (Initial)

## FACILITY USE AGREEMENT - CONTINUED

**19. 15 Days to Pay.** To guarantee your reservation, submit the contract, and make payment within 15 days of when your reservation was approved. Reservations made within 30 days of the date of use must be paid in full immediately.

\_\_\_\_\_ (Initial)

**20. Cancellation.** For a Cancellation notice received by the City by 30 days in advance of the Event, charges will be refunded less a \$50 cancellation fee. Cancellation notice received by the City, 29 days or less before the Event will result in no refund. Weather is at the Renter's risk.

\_\_\_\_\_ (Initial)

**21.** You agree, by providing us with your landline or cell phone number(s), you give express authorization to contact you at those numbers, as well as authorize such contact by our agents and assigns. This express authorization also applies to any landline or cell phone number(s) you may acquire in the future. We may also contact you by sending text messages or emails, using any e-mail address you provide to us. Methods of contact may include using prerecorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

\_\_\_\_\_ (Initial)

I have read the foregoing and the definitions and fee schedules, and incorporated herein by this reference. I fully understand my rights and obligations in connection with use of The Green.

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Daytime Phone:** \_\_\_\_\_

**Date and time of your Event(s):** \_\_\_\_\_ **Group/Event Name:** \_\_\_\_\_

**Email:**

**Mailing Address:**

**Zip:**

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