



COMMUNITY/CONFERENCE ROOMS USE AGREEMENT

This Community/Conference Rooms Use Agreement ("Agreement") is entered into by and between the Greater Brighton Fire Protection District (d/b/a Brighton Fire Rescue District), a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and the individual or entity signing this Agreement on the space provided on the last page of this Agreement (the "Renter"). If the individual or entity signing or co-signing this Agreement is not a resident of the District the individual or entity must be doing business with/or on behalf of the District. District and Renter may be referred to separately as a "Party" and collectively as the "Parties."

1. Rental Space.

a. Community/Conference Room(s) Being Rented.

Fire Station 54, 15229 Great Rock Rd., located at the corner of Great Rock Rd. and 152nd Avenue.

Fire Station 55, 15959 Havana St., located at the corner of Hwy 7 and Havana Street.

b. Date(s) of Use.

c. Legal Occupancy Limits.

The legal maximum occupancy of each community/conference room is 48 people. Renter shall ensure that the legal occupancy limit is not exceeded at any time during the rental period.

d. Hours:

8:00 a.m. to 10:00 p.m., seven days a week. The Renter is responsible for ensuring that the Renter, and Renter's directors, officers, employees, agents, members, representatives, guests, invitees, or other persons (collectively referred to as "Participants") leave the community/conference room(s) promptly once the assigned reservation time has expired. The District's facility (ies) must be vacated by 10:15 p.m.

e. Permitted Areas of Use

The Renter may use only the community/conference room, kitchen, designated restroom(s), and the designated parking area (typically the lots to the south of each building) (the "Rental Space"). Cooking/food preparation is restricted to the community/conference room kitchen. The Renter shall not use any other portion of the building or other District property without the District's prior written consent. The Renter shall not allow the Participants to enter any portion of the District's building or property other than the Rental Space.

f. Not Responsible for Personal Property

The District is neither responsible nor liable for the theft, loss, or damage to materials, equipment, or other personal property of the Renter or the participants.

2. Permitted Uses. Renter may use the Rental Space for the purpose of conducting meetings and special events that are not intended to, and do not, generate revenue or compensation in any form for the Renter or any third party. The Rental Space shall not be used for organized political or religious activities, or any activity that may directly or indirectly injure or damage any individual or property. The Rental Space is not a public forum, and the District reserves the right to reasonably restrict Renter's use of the Rental Space to prevent a use that does not promote the health, safety, prosperity, security, and general welfare of the District or its citizens.

Smoking is prohibited inside any District building. The burning of incense or any open flame, (such as candles), is not permitted in any District building. Alcohol is prohibited in the Rental Space or on any other District property.

The Renter shall not use or represent to any third party the address or telephone numbers of any District facility as the Renter's address or telephone numbers; nor shall the Renter in any manner represent or imply that the District sponsors, sanctions or supports the meeting or special event.

Under no circumstances shall Renter or the Participants' use of the Rental Space interfere in any manner with District operations.

3. Rent. The Renter shall pay the District \$10.00 ("Rent") per rental use. Cost incurred by the District in cleaning and/or restoring the Rental Space and/or equipment to their original condition shall be charged to the Renter as additional Rent. Rental fees shall be waived for governmental units.

4. Security Deposit. Renter shall pay a security deposit in the amount of \$50 upon submittal of the application as security for Renter's payment of Rent and performance of its other obligations under this Agreement. If Renter defaults in its payment of Rent or performance of its other obligations, the District may use all or part of the security deposit for the payment of Rent or for the payment of any other amount the District may spend or become obligated to spend by reason of Renter's default or to reimburse the District for any other loss or damage caused by Renter. If the District so uses any portion of the security deposit, Renter will restore the security deposit to its original amount within five days after written notice from the District. The District will return the unused portion of the security deposit in accordance with Colorado law. The Security Deposit shall be waived for governmental units.

5. Equipment and Supplies. Renter shall have the right to use the movable chairs, tables, and dry erase board(s) in the community/conference room and the equipment and utensils in the kitchen located in the Rental Space ("Equipment"). Renter must obtain the District's prior written consent to use any other District equipment or furniture, which also shall be deemed "Equipment" hereunder once such consent is granted.

6. Cancellation.

a. By the Renter.

The Renter may cancel a scheduled use of a community/conference room, without penalty, by providing the District with notice of the cancellation at least 48 hours before the scheduled date and time of the use. Notice of cancellation must be provided in person, or by e-mail or fax:

In person: Carol Thompson, Administrative Assistant, District Headquarters, 500 South 4th Avenue, 3rd Floor, Brighton, CO 80601.

By e-mail: cthompson@brightonfire.org

By fax: (303-659-4103) - Attention Carol Thompson, Administrative Assistant.

b. By the District.

Notwithstanding any other provision of this Agreement, the Renter's right to use the Rental Space is subject to the District's absolute right to use the Rental Space to meet the normal and emergency operations and business needs of the District. While the District will make every effort to avoid canceling an event scheduled by the Renter, the District has the absolute right, at any time to cancel Renter's use of the Rental Space. If possible, the District will attempt to reschedule Renter's use of the Rental Space to another date and time within the same month that is acceptable to the Renter. If no acceptable alternative date and time is available, the District will refund the Renter's Rent and security deposit payment for the scheduled use(s) cancelled.

7. Reservations. An application for use of a community/conference room must be submitted a minimum of two weeks, but no more than 12 months, prior to the date of use. An individual must be 18 years or older to sign an application for use. Applications are handled on a first-come, first-served basis. A community/conference room will not be reserved until an application is submitted and approved. The completed application must be

delivered in person, e-mailed, mailed, or faxed (303-659-4103) to Carol Thompson, Administrative Assistant at the District's Headquarters located at 500 South 4th Avenue, 3rd Floor, Brighton, CO 80601; (303-659-4101; cthompson@brightonfire.org). The application form may be obtained in person at Headquarters, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or downloaded from the District's web page at www.brightonfire.org. If the application is approved, a telephone, mail, or e-mail confirmation will be sent to the contact representative/address listed on the application.

8. Visitor Access Code. Once the application has been approved, a door code will be issued allowing access to the community/conference room(s).

9. Care and Cleaning. The Renter's use of the community/conference room(s) constitutes Renter's agreement that the community/conference room(s) was clean, in good working order and in satisfactory condition when the Renter took possession. Janitorial services are not provided. The Renter is responsible for the care and cleaning of the Rental Space and the Equipment. The Renter shall immediately replace or repair the Rental Space and the Equipment damaged during the course, and as a result, of Renter or the Participants' use of the Rental Space and/or Equipment, regardless of whether the Renter or the participants caused the damage. The Renter shall leave the Rental Space and the Equipment in the same condition as they existed upon execution of this Agreement. The Renter shall not be responsible for normal wear and tear.

10. Set-up and Removal. The Renter is responsible for set-up of the community/conference room(s), including chairs, tables, and refreshments. Items are not to be pinned or taped to a wall or structure. Supplies or materials may not be stored in the community/conference room or anywhere else on District property. During the use of the community room, the room must be maintained in a good, clean, and safe condition. The community room must be left in a clean and orderly condition. The Renter is responsible for ensuring the dry erase boards are clean; all trash is picked up; all tables and chairs are cleaned and replaced or put away; the sink, stove, refrigerator, and counter tops are cleaned; and the floors are swept and vacuumed. If the Renter fails to properly clean and restore the Rental Space and/or Equipment to their original location and condition immediately after each use, the District may apply all or a portion of the security deposit, and impose such additional Rent, as is necessary to clean and/or restore the Rental Space and/or Equipment to their original location and condition.

11. Compliance with Federal, State and Local Laws, and the District's Rules. The Renter shall comply with, and shall ensure that the participants comply with, all Federal, State and local laws, rules and ordinances, and the District's rules.

12. Indemnification. Renter shall indemnify the District and its officers, directors, agents, employees, volunteers, representatives, invitees, guests and customers, and hold them harmless from any and all demands, claims, causes of action, fines, penalties, damages (including without limitation consequential damages), losses, liabilities, judgments and expenses (including without limitation attorneys' fees and court costs) arising from the presence of Renter and/or the Participants in the Rental Space or any other District property, or arising from any use by Renter and/or the Participants of the Rental Space or any other District property.

13. Waiver. To the extent permitted by law, the Renter, for itself, and on behalf of its participants, fully and unconditionally waive the Renter and participants' individual and collective rights to recover from the District and/or its Directors, officers, employees, volunteers, agents, representatives, consultants, lessees, subcontractors, successors and assigns (collectively, the "Releasees"), any liability, claim, injury, loss, damage, restitution or compensation arising out of this Agreement or out of the Renter and/or the Participants' use of the Rental Space, Equipment, or any other District real or personal property. The Releasees shall under no circumstances be liable for any liability, claim, loss or damage suffered or incurred by the Renter or the Participants for any reason whatsoever, including without limitation, liability for death, personal injury, theft, damage to motor vehicles, loss of property, business interruption, lost profits, consequential damages and rights of subrogation.

14. Defense of Actions. If any claim, action or proceeding is brought against the District and/or its directors, officers, trustees, employees, volunteers, agents, representatives, consultants, lessees, subcontractors, successors and assigns (collective; for this Section 14, the "District Indemnitees") in any forum whatsoever arising from any act or omission of the Renter or the Participants, the Renter shall, at its sole cost and expense, defend the District Indemnitees by counsel of the District's choosing. This obligation to defend extends to all manner of proceedings, whether in a judicial, administrative, or other forum.

15. Insurance. Without limiting or diminishing Renter's obligation to indemnify or hold the District harmless as required by Section 12 of this Agreement, Renter shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages from a carrier acceptable to District during its occupancy of the Rental Space:

a. Commercial General Liability insurance coverage, insuring against premises liability and claims of bodily and personal injury, death and property damage occurring in connection with the use and occupancy of the Rental Space with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such policy shall name the District as an additional insured.

b. If vehicles or mobile equipment are used in connection with Renter's rental of the Rental Space, then Renter shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. Such policy shall name the District as an additional insured.

Upon request by District, Renter shall provide a Certificate of Insurance evidencing the foregoing coverages.

16. Governmental Provisions.

a. This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the District and its past and present directors, officers, trustees, employees, volunteers, agents, representatives, consultants, lessees, subcontractors, successors and assigns under federal, state, or local statutory, constitutional, or common law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

b. All direct and indirect financial obligations of the District and the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations, under applicable statutes. No provision of this Agreement shall be construed or interpreted: (i) to directly or indirectly obligate the District to make any payment in any fiscal year in excess of amounts appropriated by the District for any such fiscal year; or (ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever, of the District within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision.

17. Miscellaneous. This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. If any Agreement provision is held invalid or unenforceable, all other Agreement provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and assigns. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a Party to this Agreement. In any dispute arising from or relating to this Agreement the prevailing Party shall be awarded its attorney's fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, award or order. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the District or County Courts for Adams County. This Agreement may be executed in several counterparts and by electronic copy, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, District and Renter have executed this Agreement effective as of the date first above written.

GREATER BRIGHTON FIRE PROTECTION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____

Its: _____

RENTER:

If Individual:

Individual name:

If Company:

(company name)

By: _____

Title: _____

Date: _____