

RENTAL AGREEMENT FOR A ONE-TIME EVENT AT EMPIRE GRANGE HALL

Today's Date: _____
Contact Person: _____
Name of Group: _____
Address: _____
Phone numbers: _____
Email: _____
Date and Times to Rent the Grange: _____

THIS RENTAL AGREEMENT ("Agreement") is entered into as of _____, 20____ between the Empire Grange (hereinafter "Grange"), and _____, (the "Renter").

EXPLANATORY STATEMENT

The Grange is a historic physical structure with contiguous parking area located at 2306 W. Mulberry Street, Fort Collins, CO 80521. It is a nonprofit organization that seeks to support the local community while respecting the rights and needs of the adjacent neighbors. Renter seeks to pay a fee to use the parking area for parking during the rental period, and to use the building for community activities or classes under the terms herein for a fee.

Rental Period

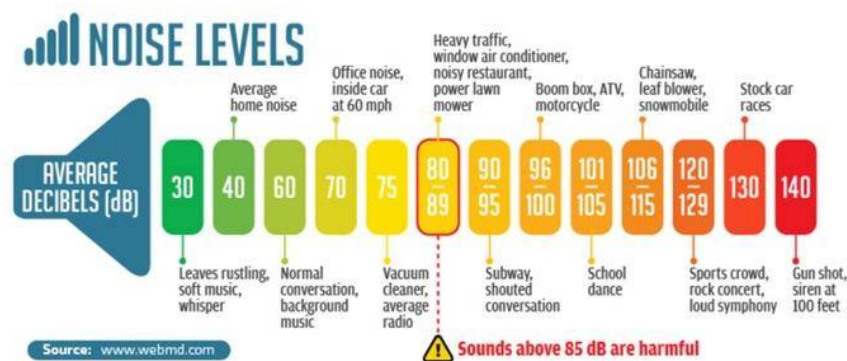
Renter may use the Grange building and parking lot on the following date(s) and times:

Renter Responsibilities

1. Payment of \$ _____ is due at time of signing of this Agreement.
2. You will receive a code to unlock the door during your event.
3. Provide a \$ _____ damage and cleaning deposit at the time of signing of this agreement, that will be refunded if the Grange and the parking lot are sufficiently cleaned after your event and not damaged, at the sole discretion of the Grange.
4. Cancellation: to receive a refund, notice of cancellation must be received at least _____ prior to the Event.
5. Clean the Grange Hall and parking lot / driveways as follows:
 - a. If you bring tables or chairs up from the basement, put them back when you are done, and before leaving.
 - b. Make sure there is no gum or food on the floor. Pick up trash from the floor, utilizing a container for all trash inside and outside.

- c. Sweep and dustmop, the floors upstairs and downstairs following the directions posted on the wall by the main entrance before leaving.
 - d. Wipe up any spills on the wood floor *immediately!* Use rags provided and the spray bottle of floor cleaner, as necessary.
 - e. Make sure the kitchen and bathrooms are clean, and trash disposed of before leaving.
 - f. **Take home all trash and recyclables that you generate.** Put a new liner in the trash cans. These are supplied.
 - g. Pick up all trash outside, including all bottles, cans, cigarette butts, etc. You may need to return the following morning to complete this task when it is light outside. **There is no smoking inside the Grange.**
6. Provide a \$_____ party deposit and proof of Fort Collins City Permit for parties where applicable (see Paragraph 18).
 7. It is the obligation of the Renter to understand all Grange Rules contained in this agreement and to enforce these rules with any and all attendees, workers, and guests at the Grange during the rental period. The Renter is responsible to adequately staff its event such that all laws, rules, and policies can be followed and enforced. The Renter shall be responsible for any damage to the Grange Hall and grounds, furnishings, and equipment during the time it is being used by the Renter. The premises should look the same when you leave as when you arrived. The Renter is responsible for leaving the premises in good condition, and agrees to follow all instructions posted at the facility. The Grange has the right to amend the Rules at any time with notification in writing.
 8. Renter cannot sublease the premises during rental periods, and Renter must be present during rental periods. The person to whom the Grange is rented must be present at all times at the Grange during the entire rental period. Use of the Grange cannot be assigned or subleased to a different group.
 9. The time contracted for includes all setup and cleanup time and all rental period participants must leave by the contracted completion time. Do not arrive earlier or stay later than your rental period. In other words, rent the Grange for a period that provides adequate time to set up beforehand and clean up afterwards.
 10. Take adequate measures to preserve the wood floors by wearing shoes with leather or rubber soles without any nails or other objects that will scratch the floor. Carefully clean shoes to avoid bringing in rocks and dirt that may scratch the surface before using the Grange. Damage to the Grange, including but not limited to damage to the floors may result in immediate termination of your event at the Grange Manager's discretion, and forfeiture of your damage deposit in whole or in part.

11. Before you leave, turn off fans and lights, and close any open windows. Make sure all doors are locked including the outside door to the basement before leaving.
12. Do not alter the building or its fixtures other than by agreement in writing from the Grange. Do not nail, tape, or otherwise affix things to the walls.
13. Open flames are prohibited. Smoking inside the building is prohibited.
14. Do not exceed the 80-person capacity limit.
15. Retain control of children both inside and outside the building.
16. No Pets are allowed.
17. Alcohol: All laws of the State of Colorado, Fort Collins, and Larimer County must be followed during the rental period. In accordance with Colorado law, alcohol shall not be served to or consumed by persons under the age of 21. The sale of alcohol is prohibited unless the Renter has an appropriate liquor license from the State via the City of Fort Collins, and provides a copy of that license to the Grange. If Renter brings alcohol, Renter is responsible for his or her guests' restraint in the consumption of alcoholic beverages. The Renter may forfeit the entire damage deposit if a complaint is filed by other users of the facility or neighbors as a result of excessive intoxication. Recreational drug use or excessive alcohol consumption is grounds for removal from the Grange.
18. Obtain a party permit from Fort Collins for parties in accordance with the party ordinance, if applicable. Please be aware there is a fine of \$1,000.00 for "nuisance noise." <https://www.fcgov.com/neighborhoodservices/cl-violations.php>
19. Abide by all applicable city, county, state, and federal laws, including Fort Collins City Noise Ordinances, and do not create more than 50 decibels at the lot line after 7:00 p.m. <https://www.larimer.org/policies/noise>. Excessive noise resulting in complaints is grounds for removal from the Grange.



20. For music that may exceed the noise ordinance close all windows that face east, run fans inside, open windows to the west if needed, and check the noise levels in the driveway to the east of the building as well as the parking area on the east side.
21. Do not congregate in the parking area or speak loudly outside the Grange after 10:00 p.m. If you go outside, move to the west side of the building only.
22. Renter agrees to pay all city, county, state, and federal fines imposed for Renter's use of the Grange, including fines for exceeding the Fort Collins noise ordinances. If the Renter's event creates a disturbance due to high noise volume, Grange has full authority to ask the renter to turn the sound down and/or off. If repeated disturbances are created, at Grange's discretion, Renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to Renter. Grange reserves the right to refuse to rent to Renter in the future. The Grange retains the all rights and remedies available under the law to seek compensation for fines and legal fees assessed against Renter while renting the Grange.
23. Please inform the Grange of anything that breaks, needs repair, or appears unsafe at the Grange.
24. Renter agrees to release the Grange from all legal liability for any injuries to the participants in your activity. Renter agrees that the Grange shall not be liable for any damage or injury to Renter or any other person, or to any personal property occurring at the Grange during the Rental period. The Renter accepts the leased premises in "As-Is Condition" and shall not hold the Grange liable for any disruption of use or termination of use caused by ongoing construction use restrictions, or governmental regulations. The Renter shall not hold the Grange liable for any injury or damage resulting from any seen or unforeseen condition.
25. Renter agrees to assume the risk of injury to Renter and to guests. The Renter agrees to indemnify and hold the Grange harmless for any claims of injuries to the participants in your activity or to property, including the payment of all attorney fees and costs, and any judgment or settlement imposed on the Grange due to injuries to the participants in your activity at the Grange.

Grange Responsibilities

1. Grange will provide a space for Renter under the agreed upon terms.
2. Grange has a sound system that can be used by Renter upon request if Renter agrees to take sufficient care of the system and to be responsible to pay for any repairs or replacement costs due to misuse of the system.
3. Grange has cleaning supplies and trash bags available for Renter to use in cleaning up after use of the Grange, as well as supplies such as toilet paper.

Contact Information

Deryl Keney: 970-223-5362
Lorraine Dunn: 970-493-1009

deryl.keney@colostate.edu
lorrainedunnfc@gmail.com

Miscellaneous Provisions

1. Renter agrees to keep the Grange informed of Renter’s contact information, and to remain accessible during the rental period by phone or text.
2. Renter agrees that a Grange representative may enter and exit premises during the course of the event. A representative may be checking periodically with the responsible parties to ensure everything is operating smoothly.
3. The Grange takes no responsibility for personal effects and possessions left on premises during or after any event. We maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.
4. This writing constitutes the full and complete Agreement and supersedes any and all prior agreements and understandings, whether written or oral.
5. This Agreement may be executed by electronic signature and counterpart originals taken together shall be deemed one original.
6. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of each of the parties hereto.

By signing this Agreement, you agree to be bound by all terms set forth herein.

Renter Date

Renter (if applicable) Date

Empire Grange Date