Crested Butte South

A Great Place to Live!

Sunset Hall User Agreement

EVENT or FUNCTION: _____

Renter (Person responsible): _____

Are you a property owner/renter in CB South? ◯Yes ◯No

Organization or Sponsoring Entity (if applicable): _____

Please Note: Organizations are required to provide an ACORD Certificate of Liability Insurance listing CB South Property Owners Association listed as the insured.

Have you read and are you familiar with the rules for the facility? ◯Yes ◯No

Entrance is by key access. Pick up a key prior to your event at the POA office, 9am to 4pm, Monday to Friday. The office is not open on weekends.

Name (if different from Renter): _____

Contact Phone : _____ Alt. Phone : _____

Email : _____ @ _____

Mailing Address : _____

City, State & Zip : _____

Day(s) of Week	Date(s)	Start Time	End Time

Check all that apply	Single Use Rentals (Individual events)	Fee structure (Payment and Damage deposit due with Agreement)	Deposit		Total
☐	CB South property owner or renter	$20 per hour x _____ hours =	$50	=	
☐	Non-Resident	$30 per hour x _____ hours =	$50	=	
☐	501(3)c - Not for profit organizations	$15 per hour x _____hours =	$50	=	
☐	Barbeque Grill use with Sunset Hall rental	Additional $5 per event	*included*	=	
☐	Red Mountain field use with Sunset Hall rental	Additional $25 per event	*included*	=	
☐	Kitchen use with Sunset Hall rental	Additional $25 per event	*included*	=	
	Notes:				

Crested Butte South P.O.A
61 Teocalli Road
Crested Butte, Colorado 81224
Phone: 970-349-1162
staff@cbsouth.net
www.cbsouth.net

For Office Use Only: effective as of May 2019

Approved by:	Date:	ACORD FORM:	❑Yes ❑No
Fee received:	Damage Deposit:	Date:	❑ Cash ❑ Check #
Key issue date:	Key number:	Return date:	Deposit returned:

Rental Agreement and Liability—Please read carefully and sign

Insurance - Crested Butte South POA, Inc. does not itself provide or offer insurance for users or their guests. User assumes any and all risk of loss, damage or injury which may occur or be suffered by Licensee, or any person employed by or admitted to the premises by Licensee.

Indemnification - Licensee assumes all risk of loss, damage or injury, by fire or otherwise, to person or property, by reason of the condition of the leased premises, or by reason of the management, control or operation thereof, and releases the Crested Butte South POA, Inc., its successors and assigns, from all claim for such loss, damage or injury sustained by Licensee, its guests, invitees and licensees, or any person employed by or admitted to the premises by Licensee, whether caused by the negligence of the Crested Butte South POA, Inc., its employees, or otherwise; and Licensee agrees to indemnify and save harmless the Crested Butte South POA, Inc., its successors and assigns, agents, employees, officers, board of directors and any other person authorized by Crested Butte South POA, Inc. from any and all liability, loss, damage, expense, causes of action, suits, claims or judgment arising from injury to person or property resulting from or based upon the actual or alleged use of the premises, property, facilities or the actual or alleged use or operation of equipment; and shall, at its own cost and expense, defend any and all suits which may be brought against Crested Butte South POA, Inc. either alone or in conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgment and fines that may be recovered against the Crested Butte South POA, Inc. in any such action or actions, provided, however, that Crested Butte South POA, Inc. shall give Licensee written notice of any such claim or demand.

No Defacement - Licensee shall not injure or mar, or in any manner deface, said facilities and shall not cause nor permit anything to be done whereby the said facilities shall be in any manner injured, marred or defaced, nor shall Licensee drive, or permit to be driven, any nails, hooks, tacks, pins, stickpins, screws, or other hardware which may leave permanent marks on the walls, ceilings, or floors, in any part of the facilities, nor shall Licensee make, or allow to be made, any alterations of any kind therein. We also strongly discourage the use of glitter and bubbles. Decorations of these types are extremely difficult to clean up and may, over time, damage the floor(s).

Any decorations or displays may only be affixed to the walls and/or mirror with cellophane tape. The Licensee shall not use, or permit to be used, masking tape, duct tape, electrical tape, glues or other adhesives that may mar or damage the walls or leave adhesive residues on the walls.

General Rules and Regulations

- No smoking shall be permitted inside buildings.
- All children attending events at Sunset Hall shall be supervised by a responsible adult at all times.
- Out of respect for the surrounding neighbors, all loud music, noise or other disturbances shall be reduced after 10:00pm.
- The Fire Marshall restricts the occupancy of Sunset Hall to 63 persons using chairs and tables (dining configuration) or

  130 persons using just chairs (lecture configuration).

Responsibility for Clean Up – Licenses will be solely responsible for cleaning leased facilities covered under this Agreement. Applicable to Sunset Hall includes, but is not limited to, the main hall, bathrooms, kitchen, patio and any lobby and entryway. All tables shall be folded and leaned against the northeast wall and all chairs shall be stacked five (5) chairs high and placed against the south wall between the mirror and the back (east) door. All traces of use shall be removed from the floors, tables, chairs, and fixtures including, but not limited to, food, mud, evidence of spillage, gum, tape, etc., and any table which was not protected by a table cloth shall be wiped down. Any and all kitchen items including utensils, storage ware, etc., shall be cleaned and properly stored. The kitchen and bathrooms shall be cleaned and left in the condition in which they were found. All trash, including that in the kitchen and bathrooms, as well as any cigarette butts which may be thrown on the sidewalks, lawns, or steps of the building, shall be removed by Licensee. Licensee must take with him, or cause to be taken off the premises, any trash which does not fit in the dumpster(s). Licensee shall be responsible for turning off all lights and locking all doors prior to leaving the premises.

All cleaning and trash removal shall occur immediately following the event. Any trash left overnight shall be placed in bear-proof containers or inside Sunset Hall until it can be disposed of properly (please let staff know if the trash is left inside).

If Licensee leaves the facilities in such a condition as which warrants staff clean-up, charges will be assessed at a fee of $40.00/hr. and a $25 administrative overhead fee for the total hours worked. This amount will be deducted from the deposit, or in the event the clean-up and/or damage fees exceed the deposit, additional amount will be billed to Licensee.

No Responsibility for Property in Building – The Crested Butte POA, Inc. assumes no responsibility whatsoever for any property placed at facility(ies), and the Crested Butte South POA, Inc. is hereby expressly released and discharged from any and all liability for any host, injury, loss or damage to persons or property that may be sustained by reason of the occupancy of facility(ies) under this Lease Agreement.

Parking and Fire Department Access – All parking shall occur in designated parking areas only and, if necessary, along adjacent roadways. In no event shall the Licensee block, or allow to be blocked, any driveway, garage door or man door, providing access to or egress from the fire station.

Liquor – Service of alcohol is at Licensee's discretion and risk, and Licensee shall comply with any applicable liquor laws. Licensee assumes any and all risks associated with such service, including any loss, damage or injury which may occur. Provide a copy of liquor license if sales concessions include alcohol at the event.

Security Arrangements – Any security, watchmen, or other protective service desired by Licensee or required by the Crested Butte South POA, Inc. Board of Directors, at its discretion, must be arranged for by, and at the expense of, the Licensee.

Cancellation/Refund Policy – If the event for which facility(ies) were leased is cancelled after the fees have been paid, the deposit will be withheld by Crested Butte South POA, Inc. to cover the cost of arranging the original lease as well as the costs associated with unavailability of the premises to others. Cancellations made within five (5) business days of the event will require payment of the fully agreed upon rental fee; however, the deposit will be refunded.

Noncompliance – Noncompliance with the terms of this Agreement shall subject Licensee to forfeiture of its deposit, immediate discontinuation of the event, and/or immediate termination of this Lease Agreement as herein described, and may result in the Crested Butte South POA, Inc. refusing to lease the premises in the future to Licensee or his designee, agent, or person otherwise authorized to act on behalf of Licensee.

Ongoing Reservations & Scheduling—Ongoing reservations can be scheduled for six months at a time, requiring a new signed agreement every December 1st and June 1st. Sunset Hall will be closed for maintenance during the weeks of the Crested Butte Community School April and October breaks.

I have read the policies, rules and regulations governing the use of facility(ies) at Red Mountain Park and agree to comply with each of them as a condition of use for the activity indicated on the application. Furthermore, I agree to indemnify, defend, and hold harmless the Crested Butte South POA, Inc. its officers, employees, agents and licensees (individually and collectively) from all claims, law suits or legal liability for injuries to persons, including death, or damage to property arising out of or in any way connected with the use of premises rented herein or the activity for which this permit is issued.

Print Name _____

Applicant's Signature _____

☐ I agree that my typed name constitutes my electronic signature for this application.

Date _____