

TOWN OF SILVERTHORNE

SKATEBOARD PARK RENTAL AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into at Silverthorne, Colorado, this ____ day of _____, 20____, by and between the TOWN OF SILVERTHORNE, a Colorado municipal corporation ("Town") and _____, ("User"). User is a [] sole proprietorship [] corporation [] limited liability company [] general a partnership [] limited partnership [] other (specify): _____, and is qualified to transact business in Colorado in general and Silverthorne, specifically.

Town of Silverthorne Information:

Silverthorne Recreation Department
Rainbow Park
430 Rainbow Drive
Silverthorne, CO 80498
Office phone 970-262-7370 Fax 970-468-8158

All Town-owned facilities require that pets be controlled with a leash at all times.

I. Premises

In consideration of the performance by User of the covenants and obligations of this Agreement, revocable and limited permission is hereby granted to User to use the following facility at Rainbow Park on the following date(s), time(s), and for the following purposes(s):

Facility to be used: Rainbow Park ("Premises"): _____

Name of Event: _____

Date(s) of Event: _____

Time(s) of Event: _____

Date(s) and time(s) of set up: _____

User understands that this is a public park and closure can only occur on dates of Event. User must indicate to Town at time of signing of contract this (these) dates and time.

The Premises may not be used by User pursuant to this Agreement for any other event or on any other date or time.

II. General Requirements

1. Prior to a rental agreement being signed, User must provide to Town an event proposal which includes: purpose of event, who the event serves, what the event will bring to the community, how the event will be run logistically, who will be the main contacts during the event, and at least three references related to past events put on by User.
2. User must communicate effectively with Town during the entire cycle of the event. Effective communication includes, but is not limited to: expressing concerns in a complete and organized manner; making efforts to return correspondences (*i.e.*, phone, mail, fax, or e-mail) as soon as possible, and dealing with Town staff in a polite and professional manner.
3. User must specify any power requirements to Town, in writing, as soon as possible, but not less than 21 business days prior to the scheduled event.
4. Parking lot usage. The Recreation Center is a public facility. The parking lots located to the south of the Skateboard Park will be used jointly by patrons of the facility and spectators of the Event. User is not given exclusive use of the parking lots. There is no parking on streets in Town of Silverthorne.
5. Sound system to be provided by User. Specifications of amplification loudness and types of speakers to be used shall be submitted to Town at least 21 business days prior to Event. Town ordinances require all loud noises to cease at 7 P.M. sharp.

III. Payment

For the use of Premises, User shall pay to the Town the following fees and charges:

Rental Fee: _____

Damage Deposit: _____

Percentage of all merchandise sold: _____

Spectator Areas: _____

Additional Services or Equipment: _____

Insurance: _____

Other: _____

Damage deposit may be paid by VISA / MasterCard or check. The deposit will be returned, without interest, within fourteen days after completion of User's use of Premises. The Town has the right to deduct from the damage deposit for losses sustained or amounts owned by User pursuant to this Agreement. An itemized list of deductions will be provided.

IV. Manner of Payment

The amount of \$_____ is due immediately upon the parties' execution of this Agreement to confirm the reservation, and the receipt of such sum is acknowledged by Town. The balance of the rental fee of \$_____ / day + \$_____ damage deposit shall be paid to the Town no later than twenty-one (21) business days before scheduled use of Premises (unless otherwise noted).

V. Indemnity

User agrees to indemnify and hold the Town, its officers, representatives, employees, agents, and assigns harmless from and against all claims, causes of action, damages, liability, loss or costs (including reasonable attorney's fees) of every kind and nature whatsoever, which directly or proximately result from or which are caused by any act or omission of the User or any of its officers, agents, employees, representatives, assigns, guests, patrons or invitees, or by their use or occupation of the Premises pursuant to this Agreement.

VI. Insurance

User shall maintain, at its expense, public liability and property damage insurance in full force and effect during User's use and occupation of the Premises. The Town of Silverthorne shall be named as and additional insured under such insurance policy. Said policy shall contain not less than one million dollars (\$1,000,000) combined single limit coverage for bodily injury and property damage. The policy shall contain a standard cross liability endorsement and shall provide that the policy shall not be cancelled prior to the termination of this Agreement or until ten (10) days after the Town's receipt of written notice of such cancellation. Not less than thirty (30) days prior to User's occupancy of said facilities, User shall furnish Town with a copy of said policy of insurance or an insurance certificate showing such insurance to be in full force and effect during the term of this Agreement.

VII. Non-Town Personnel

Non-Town personnel may be used by User in connection with the staging of its event at the Premises. Any personnel furnished by User, in any capacity to stage the event, shall be clean, orderly and polite in their speech and conduct; and User shall immediately eject any personnel from the Premises, who do not meet with the approval of Town,

immediately upon notice from the Town to do so. The Town shall have the right to require any personnel furnished by User to be clad in appropriate attire.

VIII. Expiration of Authorization

Immediately upon the expiration of the User's authorization to use the Premises, User shall forthwith and without further notice or demand redeliver possession of the Premises to Town. With the exception of ordinary wear and tear, possession of the Premises shall be redelivered to Town in as good and clean a condition and repair as before User's use thereof. User shall be responsible for any damage occurring to or about the Premises, or any of the Town's property located within the Premises, which arises from or during User's use of the Premises. In the event that any such damage is not covered by insurance, User shall pay the Town for such damages out of the damage deposit required. User shall pay the Town for such damages within fourteen (14) days after receipt of Town's invoice.

IX. Compliance With Laws

User shall comply with all rules and regulations prescribed by the Town for use and occupancy of the Premises and with all other applicable rules, laws, ordinances and regulations. By way of illustration and not limitation, a copy of the Town of Silverthorne Skate Park regulations is attached as **Exhibit A**.

User and / or all Vendors shall obtain a Town Business License and a Sales Tax License, if required by Town Ordinances. (Any person maintaining, operating or conducting any retail business, or engaging in any business activity within the Town must first obtain a business / sales tax license).

X. Assignment

No assignment of User's rights under this Agreement shall be made by User without the prior written consent of the Town, which consent may be withheld in the Town's sole and absolute discretion.

XI. Signs, Posters and Promotional Material

Any signs or posters posted in, on or around the Premises will first be submitted for approval by Town. Any promotional material including Town information will first be submitted to Town for approval prior to distribution. All material shall be removed at the end of the Event.

XII. Entertainment Morals

No performance, exhibition, or entertainment shall be given or held on Premises by User which violates the 'community standard' definition of obscenity.

XIII. Food and Beverages

Food and beverages may be sold by User on Premises provided a valid Business License has been purchased.

No glass containers are allowed in Rainbow Park.

XIV. Clean-Up

User shall arrange for dumpsters or trash containers to be placed on Premises prior to date of Event and arrange for pick-up prior to leaving the area. User shall pick up any trash lying around Premises as a result of the Event prior to leaving the area. User is responsible to have all trash hauled away.

XV. Objectionable Persons

Town reserves the right to eject or cause to be ejected from Premises any objectionable person or persons; and neither the Town nor any of its officers, agents or employees shall be liable to User for any damages that may be sustained by user through the exercise by Town of such right.

XVI. Storage

If Town receives, handles, carries or takes custody of property of any kind prior to, during or subsequent to the use of Premises by or for the benefit of User, or its officers, agents, employees, assigns, guests, patrons or invitees, Town shall act solely for the accommodation of User; and neither Town nor its officers, representatives, agents or employees shall be liable for any loss, damage or injury to such property.

XVII. Obstructions

The pathway just south of the Skateboard Park is an emergency road to Skateboard Park and shall remain clear at all times.

XVIII. Security

Properly trained security staff shall be provided by User. User shall inform the Town Police Department of the date and time of the event, numbers of people expected, and work closely with the Police Department. Security staff shall be arranged at least 21 days prior to Event.

XIX. Weapons

The possession of weapons on Premises is strictly prohibited, except by authorized law enforcement personnel.

XX. Default

Should User default in the performance of any of the terms and conditions of Agreement, the Town, at its option, may forthwith and without prior notice to User, terminate this Agreement and User's right of possession and use of Premises pursuant hereto. In the event of such termination, User shall be liable for all costs and damages incurred by Town as a result of the default, together with Town's reasonable attorneys' fees, and, in addition, the User shall be liable for the full amount of the rental fee and any security/damage deposit shall be retained by Town.

XXI. Occupancy Interruption

Should the Premises be destroyed or damaged, other than through the fault of User, to such an extent that the damage substantially interferes with the use of Premises by User pursuant to this Agreement, or should a public emergency or other unforeseen occurrence beyond the control of the Town prevent User from using said facilities, the Town shall have the right to terminate this Agreement and Town shall not be liable to User for any damages or costs incurred by User as a result of this termination. User shall only be liable to Town for charges due which related to use of Premises which occurred prior to the time of such termination.

XXII. Cancellation by Town

The Town shall have the right to terminate this Agreement by giving written notice to User not less than thirty (30) calendar days in advance of the commencement of User's event for which this Agreement is executed. Upon such termination, the Town shall fully refund any fees and deposits paid by User to Town under this Agreement. Town shall not be liable to User for any damages or costs incurred by User as a result of any such termination on this Agreement.

XXIII. Cancellation by User

User may terminate this Agreement by giving written notice to Town not less than thirty (30) calendar days in advance of the commencement of User's event for which this Agreement is executed and shall be entitled to a full refund of fees and deposits paid to Town.

XXIV. Entire Agreement / Attorney Fees

This Agreement embodies the entire agreement between the parties. No change or modification of any of its terms or conditions is valid unless in writing executed by the parties. Any provisions of this Agreement rendered void by operation of law shall not invalidate the remainder of this Agreement to the extent allowed by the law. In the event of default, the defaulting party shall be liable for all costs and reasonable attorneys' fees of the non-defaulting party incurred because of the default.

IN WITNESS WHEREOF, this Agreement is entered into by the parties the day and year first above written.

TOWN OF SILVERTHORNE

A municipal corporation

PO Box 1309

430 Rainbow Drive

Silverthorne, CO 80498

User: _____

Address: _____

Tax ID # _____

Or SSN: _____

Signature Date

Printed Name: _____

Title: _____

Signature Date

Printed Name: _____

User Title: _____

Exhibit A
Skate Park Regulations
[attached]