

EVERGREEN FIRE/RESCUE FACILITY USAGE AGREEMENT

Evergreen Fire Protection District (EFR) is pleased to share its beautiful administration/training building with the community. Any non-profit organization, Evergreen based civic organization or government organization may use the facility at no charge based on availability. For-profit organizations, Evergreen area homeowners associations, Evergreen based clubs, any organization charging members dues/fees, or private businesses may rent the facility per the schedule shown below. EFR reserves the right to refuse usage to any organization for cause. Three rooms are available for use (Training Room A, Training Room B, and the Auditorium) and are generally referred to herein as the "facility."

Any time that the facility is in use by EFR for training or meetings, it is not available for use by agreement. Monday evenings and the second Tuesday of each month are reserved strictly for EFR usage. EFR may preempt any existing reservation if the facility is required for department use at the same time. There will be no tentative reservations or "penciled in" dates. The facility may be used a maximum of three times per month for groups not related to EFR.

For exemption from rental fees non-profit groups will place a copy of their status letter on file with EFR and update it each year with the current year's Facility Usage Agreement. Local civic or government organizations are exempt from rental fees provided no services or products are being sold or promoted on EFR property. Community groups that donate time or services to EFR may be considered on a case by case basis for exemption from rental fees. Other groups may be considered for exemption at EFR's discretion.

All facility rentals will be required to complete the Facility Usage Agreement and provide the full payment for rental of the space and any audio/visual (AV) equipment at the time the reservation is made with the EFR Office Manager. For regularly recurring usage the group may pay for one month in advance. A check or credit card is acceptable.

All groups are required to observe the Rules for Usage of EFR Facilities. Failure to adhere to these rules may result in the building no longer being available for this group. If the facility (including, without limitation, the AV equipment and microphones) is damaged or is not cleaned in accordance with this Agreement, the costs of repairs, replacement, and/or cleaning will be invoiced to the responsible organization. If payment is not received within fifteen (15) days of the date of the invoice, interest on the amount due will be charged at the rate of 1% per month, the organization may be barred from using the facility in the future, and EFR may avail itself of any remedy at law or equity.

EACH time the facility is requested for use, a new Agreement will be required.

To keep the building in good order and to ensure the safety of the public and EFR's members and equipment, the following rules apply to all organizations using, and requesting use of, the administration/training building.

Rules for using the EFR Facility:

- 1. Activities and Conduct:** The facility may not be used for events that are disruptive to the daily operations of EFR, as determined by EFR in its sole discretion. The organization will control and be responsible for the conduct of its guests and will ensure that all federal, state, and county laws and regulations are followed, including occupancy limits of the applicable fire code. Any violation of such laws and regulations or these rules shall result in forfeiture of the deposit. EFR reserves the right at any time to enter the facility to review the organization's activities or for any other reasonable purpose. **Smoking is prohibited on EFR property.**
- 2. Parking:** All guests **must park in designated parking spots** (i.e. inside the lined spaces) at the south end of the parking lot adjacent to the building. No guest parking is permitted in the north area of the parking lot to the left of the main entrance. These spaces are for firefighters only in case of an emergency. No parking is allowed in front of any bay doors or in any areas that are not striped for parking. Any cars parked in violation of this rule may be towed at the owner's expense. It is the responsibility of the group using the facility to police the parking lot and determine if cars are parked in off limit areas. Parking on the adjacent school property or at the businesses across Bergen Parkway is not allowed. Once the 60 available spaces are filled, overflow parking will be allowed along the sides of Bergen Parkway in such a way that exit/entrance of fire trucks from the EFR property is not compromised.
- 3. Lights and Doors:** Any organization using the facility outside normal business hours (i.e. AFTER 4:30 pm during the week, or anytime on weekends) must close all doors and **ensure the main doors are locked** using the toggle switch located above and to the left of the main doors on the underside of the metal box when leaving. **All lights must be turned off prior to leaving** (including restrooms), with the exception of emergency lighting, which will remain on at all times. If the doors are found unlocked or lights left on, the group may be banned from using the facility after normal business hours.
- 4. Heating and Cooling:** Do not turn heating or air conditioning units off.
- 5. Children:** Anyone under the age of twelve (12) years must be supervised by an adult at all times while on EFR property. There is to be **NO playing or climbing on the rock garden or sculptures** on EFR's property. Children should be discouraged from loud or boisterous activity in the lobby that is disruptive to other meetings or the business activity of EFR.

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6. Food: Any food to be brought in for the event needs to be outlined at the bottom of this Agreement. **You must provide all food/drink, serving, eating and drinking dishes, and utensils you need. There is NO ACCESS to any EFR kitchen. No alcoholic beverages are allowed on EFR's property.**
7. After Hours Access: The organization may obtain a building access card at the communications office (building directly in front of the entrance from Bergen Parkway) immediately PRIOR to the event, ON the date of the event, NOT before. Please go to the door to the left of the bay doors if you are facing the facility and ring the doorbell. This card will **only** be issued to the individual whose name appears on this Agreement as the responsible party or the persons indicated as authorized by the responsible party to obtain the access card for the event. You will be required to leave your driver's license in the communications office for the duration of the event. The access card must be returned immediately following the event without exception. When the access card is returned at the end of the event the driver's license will be returned.
8. Clean Up: Each organization that uses the EFR administration/training building must leave the facility in a clean condition. **Cleaning supplies are located under the stairs or in the maintenance closet.** Tables and chairs must be replaced in the classroom setup of six (6) rows of three (3) tables and two (2) chairs each. Trash must be removed and deposited in the dumpster behind the building. Recycling may be left in the designated recycling containers for disposal by EFR. Any spills must be wiped down and the floor must be vacuumed so that the room is ready for the next group. The EFR Office Manager will check the room to ensure that it has been left in satisfactory condition. If it is found that the facility is not clean or if anything has been broken or damaged, the group may be banned from future use of the facility.
9. AV Equipment: The Auditorium and Classroom A are equipped with a screen and projection/audio system. Organizations are required to provide their own lap top for use during their event to connect to the EFR system. The Fee Schedule below includes optional AV equipment usage. If any of the AV equipment is found in non-working order after the event, the group will be invoiced for repairs/replacement. If payment is not received within fifteen (15) days of the date of the invoice, interest on the amount due will be charged at the rate of 1% per month, the organization may be barred from using the facility in the future, and EFR may avail itself of any remedy at law or equity. Check the appropriate box on page 3 of this Agreement for AV usage.
10. Microphones: The auditorium is equipped with a hard wired microphone and stand. There also is a cordless handheld microphone. To use the cordless microphone you must check the appropriate box on page 3 of this Agreement. The Microphone will be checked out to you (or your designee authorized on this Agreement) in the communications office when you sign out an access card to the building. You will be required to leave your driver's license at the time you check out the microphone and keys to the AV cabinet. When all are returned at the end of the event the driver's license will be returned.

Facility Usage Fee Schedule:

Auditorium (up to 100 people max.):	0 to 4 hours at \$100 with no AV equipment usage 0 to 4 hours at \$150 with AV equipment usage 4 to 8 hours at \$200 with AV equipment usage
Classroom A only (20 people max.):	0 to 4 hours at \$50 with no AV equipment usage 0 to 4 hours at \$100 with AV equipment usage 4 to 8 hours at \$150 with AV equipment usage
Classroom B only (20 people max.):	0 to 4 hours at \$50 there is no AV equipment in this room
Classroom A and B combined (40 people max.):	0 to 4 hours at \$75 with no AV equipment usage 0 to 4 hours at \$100 with AV equipment 4 to 8 hours at \$150 with AV equipment usage

Complete the Agreement:

For questions or to confirm availability prior to completing the Agreement please call or email Carol Hucker, at 303-674-3145 or chucker@evergreenfirerescue.com

If the facility is available for the date requested please complete and return the Agreement with your rental fee by either:

Fax: 303 674-8701

Email: chucker@evergreenfirerescue.com

Hand deliver or Mail: Evergreen Fire/Rescue
1802 Bergen Parkway
Evergreen, CO 80439

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DATE REQUESTED: _____ (this must be completed for EACH date you wish to use EFR facilities)

Time for use: From: _____ a.m. or p.m. To: _____ a.m. or p.m.

Number of Guests/Participants expected: _____

ROOM(S)/EQUIPMENT REQUESTED: *(please check applicable room(s) after first verifying availability)*

Auditorium (100 people max.): 0 to 4 hours at \$100 with no AV equipment usage

0 to 4 hours at \$150 with AV equipment usage

4 to 8 hours at \$200 with AV equipment usage

Classroom A (20 people max.): 0 to 4 hours at \$50 with no AV equipment usage

0 to 4 hours at \$100 with AV equipment usage

4 to 8 hours at \$150 with AV equipment usage

Classroom B (20 people max.): 0 to 4 hours at \$50 there is no AV equipment in this room

Classroom A & B (40 people max.): 0 to 4 hours at \$75 with no AV equipment usage

0 to 4 hours at \$100 with AV equipment

4 to 8 hours at \$150 with AV equipment usage

Microphone needed: no charge if not using AV equipment

ORGANIZATION NAME: _____

Is this organization tax exempt? Yes No (If yes please provide a copy of the status letter for our files.)

Responsible party for this event: _____

Phone numbers for responsible party: Cell: _____ Other: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Facility Rental fee must be received with the signed agreement at the time the reservation is made.

PAYMENT: Amount: _____ Check #: _____

Credit Card#: _____ Exp. Date: _____

(If submitting via email call with the CC # - This is not a secure website)

Name on Credit Card: _____

REFRESHMENTS: *You must provide all food/drink, serving, eating and drinking dishes and utensils you need since there will be NO ACCESS to any EFR kitchen. You must leave the facility clean - Cleaning supplies are located under the stairs. Please outline any food or beverages that will be brought onto EFR property for your event:*

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BUILDING ACCESS: Please indicate the persons authorized to obtain an access card or AV equipment key for this rental agreement date:

1. _____
2. _____
3. _____
4. _____

I, _____, on behalf of _____ (“organization”) agree to all of the above terms and conditions and understand the rules governing the use of the Evergreen Fire Protection District (“EFR”) administration/training facility. The organization agrees to assume liability for all injuries and damages resulting from the use of such facility and agrees to indemnify, defend and hold EFR, its employees, officers, Directors and agents, harmless from and against all claims, loss or liability resulting from such use, including without limitation, personal injuries and theft. On behalf of the organization, I understand that the organization may be banned from future use of the facility for the reasons described above and the organization will be responsible for any repair, replacement, and/or cleaning costs incurred by EFR as a result of the organization’s use of the facility.

Signed (date) _____, 2017

Signature: _____

(Typing name constitutes signature)