## **Facility Rental Use Agreement**

Town of Lyons Parks Shelter Agreement Please complete and submit with your payment



(Initial)

		Shelter Requested: (1 <sup>st</sup> choice)		
7		(2 <sup>ND</sup> choice)		
ed.	LYONS	Date of your Event:		
Market he stand the		Event Time (please circle): Full Day / 9am-2pm / 3pm-8pm		
	COLORADO	Group size:		
		Electric (please circle): Yes / No		
		Do you receive a Town of Lyons Utility Bill? Yes / No		
	consideration of use of a Town of Lons, the undersigned hereby agrees	yons Shelter, which is a public facility of the Town of s to the following:		
1.	and its officers, agents and employees on account of any claim, suit or action employees for the death of or injury traise out of the use of the facilities of	undersigned indemnifies and holds harmless the Town of Lyons es from any and all liability, damages, loss, cost and expenses n made or brought against the Town, its officers, agents, or o persons or destruction of property arising out of or claimed to the Town pursuant to this Facility Use Agreement.		
	(Initial)			
2.	No Alcohol- The undersigned agree	s that alcohol is <b>not</b> allowed.		
	(Initial)			
3.	ars- Cars may park in designated spaces only. No motor vehicles are allowed on playing fields. he Town of Lyons does not guarantee that on-site parking may be available for shelter reservations, is other guests may be utilizing the same on-site parking at any time. If available, all vehicles must any for parking or have a valid residential parking permit. Car-pooling and alternative transportation is trongly recommended.			
	(Initial)			
4. Grill- No outside BBQ grills. Charcoal, propane, portable fire pits, appliances, etc. are prohi		al, propane, portable fire pits, appliances, etc. are prohibited.		
	(Initial)			
5.	Amplified Sound- Amplified sounds specifically approved by the Town in	(i.e. P.A. system, music with speakers) are prohibited unless advance.		
	(Initial)			
6.	Dogs- Dogs are not permitted in any	shelter areas.		

7.	<b>Cleaning-</b> The undersigned must reserve adequate set-up and clean-up time when scheduling the facility. Clean up is the responsibility of the undersigned. Failure to properly clean up, may result in additional fees. If trash exceeds provided trash cans, excess trash must be completely removed from premise. DO NOT leave excess trash outside of bear-proof trash cans.
	(Initial)
8.	<b>Prohibited Activities/Items-</b> Prohibited Activities/Items include, but are not limited to, aircraft, air castles, carnivals, climbing walls, dunk tanks, fireworks, golf, hot air balloons, piñatas, inflatable games, model boats/airplanes, petting zoos, pony rides, hammocks, ropes, search lights, weapons are prohibited, except as permitted by at a Town sanctioned event.
	(Initial)
9.	<b>Unforeseen Circumstances-</b> In the event of mechanical failure or other unforeseen occurrences that render the fulfillment of this agreement by the Town of Lyons impossible or impractical, this agreement shall be terminated or suspended at the Town's option, and the undersigned waives any claim for damage or compensation should this agreement be terminated.
	(Initial)
10.	Sale of Goods- The undersigned agrees that there will not be any vending or sales of any kind.
	(Initial)
11.	<b>Cancellation-</b> Request for cancellation of this agreement must be received 30 days prior to reservation to receive a full refund. If cancellation is between 7 and 30 days, the amount to be refunded will be pro-rated based on date of cancellation. Less than 7 days notice, there are no refunds. Weather is at the Renter's risk. No refunds due to weather.
	(Initial)
12.	<b>Additional Equipment-</b> minimum of two week advanced arrangements must be made for the following, <i>if applicable:</i> Intent to use port-a-potties, need for additional garbage cans, intent to use tents or canopies (to protect irrigation lines and asphalt, no tent stakes are permitted), extra tables and chairs, or park games set up outside of the shelter area, parking/transportation plan and etc.
	(Initial)
13.	<b>Laws-</b> The undersigned agrees to follow all federal, state, and local laws on premises and in regards to this rental.
	(Initial)
14.	<b>Signage-</b> Signs, banners, party decorations may not be attached to trees, light fixtures and other park fixtures. You may hang party decorations inside the shelters if it is attached with <u>tape</u> only. The tape then will need to be removed after the event or staff time will be charged to remove it. No piñatas.  (Initial)
15.	Large Group Permit- Large Group Permits (Groups of 30 or more attendees) have additional
	Conditions to comply with (see page 5 if applicable) (\$150.00 security deposit if over 100 guests)
	(Initial)
16.	Payment and Deposit- To guarantee your reservation, submit this contract, and make payment in full. A credit card or a separate payment is required with your reservation as a security deposit (\$100.00) for additional fees such as extended reservation times, damages or non-compliance with this agreement. All reservations, payments and deposits must be made at least 3 days prior to event date.  (Initial)
	(iiiitai)

17. You agree, by providing us with your landline or cell phone number(s), you give express authorization to contact you at those numbers, as well as authorize such contact by our agents and assigns. We may also contact you by sending text messages or emails, using any e-mail address you provide to us. Methods of contact may include using prerecorded/artificial voice messages and/or use of an automatic dialing device, as applicable.							
(Initial)							
18. Cleaning, Damage, Set-up & Clean-up Fees: A credit card or separate deposit will be required with your reservation regardless of your preferred payment method. The deposit on file will only be charged in the case of damages including failure to meet clauses above. If these clauses are not met you will be notified and the Town may charge additional fees. If the Town is not able to charge your card on file for any reason the undersigned agrees to be billed in the event of damage/excess cleaning incurred.							
(Initial)							
			incorporated herein by this reference. I this facility. See fee schedule on back.				
Signed:			_ Date:				
Print Name:			Daytime Phone:				
Group/Event Name	:	<u>-</u>					
Mailing Address: _							
Email:							
Damage Deposit (	olease circle): VISA	MC DISCOVER	CHECK #:				
CC#:		Exp Date: <u>/</u> _	CVV (3 digits on back):				
For Office Use Only	<u>":</u>						
Shelter Fee:	\$	<u>.</u>					
Large Group Fee:	\$						
Electric Fee:	\$						
Deposit:		\$					
Total:	\$	\$					



## SHELTER HOUSE FACILITY USER FEE SCALE

	LYONS	LYONS	Non Resident	Non Resident
	RESIDENT	RESIDENT	Peak Season, All	Off Season
	(Utility Customer)	(Utility Customer)	Weekends and	
	Peak Season, All	Off Season	Holidays	(Sept. 10 <sup>th</sup> May 31st)
	Weekends and Holidays (June 1st-Sept. 9 <sup>th</sup> )	(Sept. 10 <sup>th</sup> - May 31st)	(June 1st- Sept. 10 <sup>th</sup> )	
Quarry Shelter	½ day: \$50.00	½ day: \$45.00	½ day: \$70.00	½ day: \$65.00
Max Capacity 50	Full Day: \$75.00	Full Day: \$65.00	Full Day: \$125.00	Full Day: \$115.00
				_
St. Vrain	½ day: \$50.00	½ day: \$40.00	½ day: \$85.00	½ day: \$70.00
Shelter	Full Day: \$90.00	Full Day: \$80.00	Full Day: \$160.00	Full Day: \$125.00
Max Capacity 50				
WPA shelter	½ day \$65.00	½ day \$55.00	½ day \$110.00	½ day \$95.00
Max Capacity 80	Full Day: \$120.00	Full Day: \$95.00	Full Day: \$210.00	Full Day: \$180.00

½ day time slots available are 9am-2pm or 3pm-8pm Full day Available times are 9am-8pm

Large Group Application Fee for 30 or more people \$25.00

Electrical Fee \$30.00

Staff Time is \$25.00 per hour (Restrooms cleaning, clean up & misc. impacts)

## **Deposit**

A \$100.00 deposit is required for groups of 100 persons in size or less. A \$150.00 deposit is required for groups larger than 100 persons. All deposits are held by the Town of Lyons until the date of the event and all deposits are fully refundable as long as the user(s) has complied with the terms outlined in the Town of Lyons Facility Rental and Use Agreement and the facility meets post-event inspection standards. Further charges may be applied depending on actual damage or cleanliness of the facility.

\*\*Please note that the Town of Lyons relies on the user(s) to estimate group size as accurately as possible. The Park Host will also be monitoring group size, among other things, the day of the event. If it is found that the user's estimation of group size was considerably low, a portion of the damage deposit may be withheld to recover the difference. Please provide all information as accurately as possible so that we may serve you better.

## TOWN OF LYONS-PARKS AND RECREATION DEPARTMENT **LARGE GROUP PERMIT – terms and conditions**

Any person wishing to use a Town park facility for an activity, event or program that is expected to have 30 or more attendees MUST submit an application for a Large Group Permit to the Lyons Parks & Recreation Department at least 30 days prior to the date of the activity, event or program.

Upon receipt of the completed application for Large Group Permit, Town staff will determine the rental fee and damage deposit. The rental fee and damage deposit must be paid in full prior to the issuance of the permit, and no later than 14 days prior to the date of the activity, event or program. Failure to timely pay the amount due will result in denial of the application for permit.

Town staff will monitor group size and activity the day of the event. If attendance at the activity, event or

program excee	eds the number allowed	pursuant to the		e immediately suspended or vn of Lvons.	
INSURANCE.	·		•	Program as provided below:	
	No insurance is require insurance against loss from damage to the Fa to secure adequate insurance insurance is required.	ement. The User is encounted he Activity, Event or Progring the Activity, Event or Foct against loss or damager liable for loss or damager.	uraged, however, to secure ram including loss resulting Program. The User's failure a shall not limit, preclude or e resulting from the Activity,		
	evidence of liability and the minimum amount of	I property dama If \$ ADDITIONALI	ge coverage and insuranc	shall provide to the Town be applicable to the Event in te is to read as follows with F LYONS, its OFFICERS,	
the event Town				ark facilities and shelters. In e activity, event or program,	
sole discretion Operational Pl additional porta may need to b	of Town staff, any perso an which shall address able restroom facilities, p	on reserving a pail issues to includ arking, trash rer erational Plan.(i.	ark facility and/or shelter, sile, but not be limited to, silenoval. Additional items, a e. Emergency Services, N	r more attendees, or at the shall submit for approval an the permit holder supplying s designated by Town staff, /endor Information, Electric	
			ment" shall apply to Large Permits, as Town staff dee	e Group Permits. Additional ems necessary.	
	by acknowledge that I had and fully understand the		opy of the Large Group P	Permit terms and conditions,	
User Name		Date	User Name	Date	
Witness – To	wn Staff		Date		
	nent will act as the off be in possession of the			issued. The Large Group	
For Office Use Only			own Staff Notified:		
User/ Group:		Contact Person:			
Date of Event	t/ Activity:		Time of Ev	ent:	
Park Facility:		Number of Persons Allowed:			

Event Description:

Approved By: \_

Special Uses/ Notes: \_\_\_\_\_