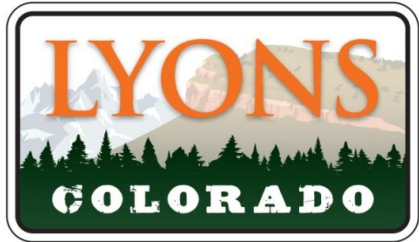


# Facility Rental Use Agreement

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



Shelter Requested: (1<sup>st</sup> choice) \_\_\_\_\_

(2<sup>ND</sup> choice) \_\_\_\_\_

Date of your Event: \_\_\_\_\_

Event Time (please circle): Full Day / 9am-2pm / 3pm-8pm

Group size: \_\_\_\_\_

Electric (please circle): Yes / No

Do you receive a Town of Lyons Utility Bill? Yes / No

In consideration of use of a Town of Lyons Shelter, which is a public facility of the Town of Lyons, the undersigned hereby agrees to the following:

- 1. Town Released from Liability-** The undersigned indemnifies and holds harmless the Town of Lyons and its officers, agents and employees from any and all liability, damages, loss, cost and expenses on account of any claim, suit or action made or brought against the Town, its officers, agents, or employees for the death of or injury to persons or destruction of property arising out of or claimed to arise out of the use of the facilities of the Town pursuant to this Facility Use Agreement.

\_\_\_\_\_(Initial)

- 2. No Alcohol-** The undersigned agrees that alcohol is **not** allowed.

\_\_\_\_\_(Initial)

- 3. Cars-** Cars may park in designated spaces only. Parking fees are enforced daily and cost \$5 per 4 hours. All vehicles must pay for parking or have a valid residential parking permit. The Town of Lyons does not guarantee that on-site parking may be available for shelter reservations, as other guests may be utilizing the same on-site parking at any time. Car-pooling and alternative transportation is strongly recommended. No motor vehicles are allowed on playing fields.

\_\_\_\_\_(Initial)

- 4. Grill-** No outside BBQ grills. Charcoal, propane, portable fire pits, appliances, etc. are prohibited.

\_\_\_\_\_(Initial)

- 5. Amplified Sound-** Amplified sounds (i.e. P.A. system, music with speakers) are prohibited unless specifically approved by the Town in advance.

\_\_\_\_\_(Initial)

- 6. Dogs-** Dogs are **not** permitted in any shelter areas.

\_\_\_\_\_(Initial)

7. **Cleaning-** 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. **Prohibited Activities/items-** 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. **Unforeseen Circumstances-** 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. **Cancellation-** 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. **Additional Equipment-** minimum of two week advanced arrangements must be made for the following, *if applicable*: 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. **Laws-** The undersigned agrees to follow all federal, state, and local laws on premises and in regards to this rental.

\_\_\_\_\_ (Initial)

14. **Signage-** 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 tape 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)

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)

I have read the foregoing and the definitions and fee schedules, and incorporated herein by this reference. I fully understand my rights and obligations in connection with use of this facility. See fee schedule on back.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Group/Event Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

Damage Deposit (please circle): VISA MC DISCOVER CHECK #: \_\_\_\_\_

CC#: \_\_\_\_\_ Exp Date: / \_\_\_\_\_ CVV (3 digits on back): \_\_\_\_\_

**For Office Use Only:**

Shelter Fee: \$ \_\_\_\_\_

Large Group Fee: \$ \_\_\_\_\_

Electric Fee: \$ \_\_\_\_\_

Deposit: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_ \$ \_\_\_\_\_

Town of Lyons  
P.O. Box 49, Lyons, CO 80540  
Attn: Parks and Community Services  
recreation@townoflyons.com | Phone: (303) 823-8250 | www.townoflyons.com



## **SHELTER HOUSE FACILITY USER FEE SCALE**

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

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 exceeds the number allowed pursuant to the permit, the permit may be immediately suspended or revoked. In addition, all or part of the damage deposit may be retained by the Town of Lyons.

INSURANCE. User shall provide insurance coverage for the Activity, Event or Program as provided below:

- No insurance is required by the Agreement. The User is encouraged, however, to secure insurance against loss resulting from the Activity, Event or Program including loss resulting from damage to the Facility/Shelter during the Activity, Event or Program. The User's failure to secure adequate insurance to protect against loss or damage shall not limit, preclude or prevent the Town from holding the User liable for loss or damage resulting from the Activity, Event or Program or from breach of this Agreement.
- Prior to the Town's execution of this Agreement, the User shall provide to the Town evidence of liability and property damage coverage and insurance applicable to the Event in the minimum amount of \$\_\_\_\_\_. Certificate is to read as follows with this **exact** language: **ADDITIONALLY INSURED, TOWN OF LYONS, its OFFICERS, OFFICIALS AND EMPLOYEES**

Support Staff: A Facility Supervisor/Technician may be onsite for uses of the park facilities and shelters. In the event Town staff determines that additional staffing is required to monitor the activity, event or program, additional fees will be charged.

Operational Plan: Every permit holder of an activity, event or program of 100 or more attendees, or at the sole discretion of Town staff, any person reserving a park facility and/or shelter, shall submit for approval an Operational Plan which shall address issues to include, but not be limited to, the permit holder supplying additional portable restroom facilities, parking, trash removal. Additional items, as designated by Town staff, may need to be addressed in the Operational Plan.(i.e. Emergency Services, Vendor Information, Electric Requirements, staffing/information, signage, and event layout.)

All terms and conditions of the "Facility Rental Agreement" shall apply to Large Group Permits. Additional terms and conditions may be imposed on Large Group Permits, as Town staff deems necessary.

I hereby acknowledge that I have received a copy of the Large Group Permit terms and conditions, that I have read and fully understand the content.

\_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_  
User Name    Date    User Name    Date

\_\_\_\_\_    \_\_\_\_\_  
Witness – Town Staff    Date

**\* This document will act as the official permit for the user group once issued. The Large Group Permit must be in possession of the group while the site is in use.**

For Office Use Only	Park Host/ Town Staff Notified: _____
User/ Group: _____	Contact Person: _____
Date of Event/ Activity: _____	Time of Event: _____
Park Facility: _____	Number of Persons Allowed: _____
Event Description: _____	
Special Uses/ Notes: _____	
Approved By: _____	