

St. Aidan's Facilities Rental Agreement

THIS AGREEMENT ("Agreement") is made on and as of < _____, 20____ > by and between St. Aidan's Episcopal Church of Boulder, 2425 Colorado St. Aidan's, Boulder, Colorado 80302 ("St. Aidan's") and

< _____ >

a /___/ Non-profit /___/ For profit /___/ corporation /___/ LLC with EIN < _____ > ("Sponsor").

In consideration of the mutual promises and agreements set forth below, the parties agree as follows:

1. Event: Sponsor agrees to present < _____ >

("Event") at St. Aidan's < _____ > within the following schedule of use:

Recurring event? Frequency < _____ >

Facilitator/contact person: _____ Phone: _____

E-Mail: _____

Number of attendees: _____ (If more than 50, then St. Aidan's parking rules and procedures must be observed.)

Room(s) requested (subject to charges, rules and regulations herein and as otherwise provided by St. Aidan's):

Church _____

Chapel _____

Parish Hall _____

Kitchen _____

Fireplace Lounge _____

Canterbury Lounge _____

Meeting Room _____

Conference Room _____

Youth Room _____

Classroom _____

Services Requested (All services are available only with prior arrangement and St. Aidan's staff and may require use fees or staff or contractor costs):

Nursery _____

Parking Coordination _____

Sound system _____

Internet _____ Stage or lighting _____

Instruments: _____

Instrument tuning _____

After Hours use _____

Pre- or Post- Event Cleaning _____

Sponsor is responsible to launder, iron, and return borrowed table cloths by the third business day after the Event. Dishes must be washed in the dishwasher and put away. Stoves must be clean and wiped down after use. Floors must be broom clean after the Event. Trash and recyclables must be disposed. The copier is NOT available. Children may attend the Event only in the immediate custody or control of parent or guardian. No food or beverage may be served or consumed in the church or chapel. No alcohol may be served except by written consent and with a proper license. No smoking materials, open flames or fireworks may be used for any purpose. No weapons are allowed in St. Aidan's or on its premises. If Event includes any sales, Sponsor is to collect and remit applicable sales tax. Sponsor agrees to return facility in exactly the same condition as existing prior to Event. Should any damages or additional cleaning be necessary in returning facility to original condition, those expenses shall be borne by Sponsor.

2. Consideration: In consideration for the use and occupancy of St. Aidan's and the performance by St. Aidan's of all its obligations hereunder, Sponsor agrees to pay to St. Aidan's: <\$ _____> plus any taxes and any fees or costs. Full payment will be due no later than the beginning of the Event. Any other costs associated with matters and items desired or required by Sponsor in connection with the Event shall be paid by Sponsor at no cost to St. Aidan's.

3. Consideration With Other Users: Sponsor understands that St. Aidan's will make available, for use by others, such portions, areas

and facilities that are not subject to this Agreement, and Sponsor agrees to cooperate in good faith, with the management and personnel of St. Aidan's and with those persons using the other portions, areas, and facilities of St. Aidan's, especially during those periods of moving in and out, in order to make mutual use of the facilities harmonious and agreeable.

4. Insurance { Sponsor agrees to purchase a policy of Commercial General Liability with an aggregate limit of \$1,000,000 (One Million Dollars). This Commercial General Liability policy will provide coverage for damage to St. Aidan's property and bodily injury for attendees. **The inability to obtain appropriate special events insurance for the Event will result in immediate termination of this Agreement and cancellation of the Event.** The policy must name St. Aidan's as additional insured; and insurance certificates must be provided directly by the agency or carrier to St. Aidan's no later than two weeks prior to the first day of the Event.

5. Property Damage: If any portion of St. Aidan's or its equipment is damaged by any act, omission, default or negligence of Sponsor, its agents, subcontractors, employees, patrons, guests, or any other person admitted to St. Aidan's by or for the benefit of Sponsor, Sponsor shall pay to St. Aidan's upon demand, in cash or its equivalent, a sum equal to the cost of repairing the damages and restoring St. Aidan's to the condition existing at the beginning of the Sponsor's use.

St. Aidan's Facilities Rental Agreement

6. Personal Property: St. Aidan's shall not be responsible for any loss or damage to personal property placed in or about St. Aidan's belonging to Sponsor, its servants, agents, subcontractors, guests, patrons, or invitees, and Sponsor shall hold St. Aidan's harmless from all claims arising out of loss or damage to such property. Sponsor shall remove from St. Aidan's, immediately upon termination of the Event, all property belonging to Sponsor or brought in by Sponsor or persons associated with Sponsor. If Sponsor fails to remove all such property, St. Aidan's shall have the right to dispose of such property at Sponsor's expense.

7. Signs and Promotions: Sponsor shall not publish, distribute, post or erect any signs, advertisements or posters of any kind without written consent of St. Aidan's. No printed material may contain St. Aidan's logo, except by written consent. Sponsor agrees that all advertising for the Event will be honest, accurate and true and will include precise information of show times and ticket prices. Sponsor will provide St. Aidan's written information on show times, ticket prices and advertising schedule before any advertising begins.

8. Copyrights and Royalties: Sponsor agrees to assume all costs arising from the use of patented, licensed, trademarked, franchised, or copyrighted music, materials, devices, processes, or performance or dramatic rights that may be incurred as a result of or during the Event. Sponsor agrees to indemnify, defend and hold harmless St. Aidan's from any claims or costs, including legal fees, which might arise because of the use or claimed use of such material.

9. Observance of Law: Sponsor agrees to obey and observe, with respect to its use of St. Aidan's, all laws of the United States and the State of Colorado, all applicable ordinances and rules of the County of Boulder and City of Boulder, and their respective administrative departments and agencies, and all rules and regulations adopted by St. Aidan's for the governing, management and regulation of St. Aidan's, and to require the same from its employees, contractors, guests, and all other persons for whose conduct it is responsible or over whom it exercises or has authority to exercise control.

10. Control of Venue: It is understood and agreed that St. Aidan's hereby reserves the right to control and manage St. Aidan's and to enforce all necessary and proper rules for its management and operation. St. Aidan's employees shall have free access at all times to all spaces occupied by Sponsor, for the purposes stated herein.

11. Tickets: No tickets or passes in excess of the seating capacity as determined by St. Aidan's in compliance with applicable fire codes for St. Aidan's will be permitted. Some free Events may be

ticketed at the discretion of St. Aidan's to regulate the number of people admitted into St. Aidan's. Sponsor must print and distribute free tickets. St. Aidan's reserves the right to utilize up to twelve (12) complimentary tickets for the Event when deemed appropriate and in the best interest of St. Aidan's. St. Aidan's will maintain accurate records as to the distribution of St. Aidan's complimentary tickets.

12. Cancellation: St. Aidan's shall retain the right to cancel or interrupt the Event when in the sole judgment of St. Aidan's such act is necessary in the interest of public safety and Sponsor hereby waives any claim for damages or compensation due to such occurrence. St. Aidan's is to be used only to the extent and for the purposes stated herein, and any misrepresentation in obtaining this Agreement, or use of premises for other purposes shall be sufficient grounds for immediate cancellation of the Event, without liability to St. Aidan's.

13. Assignment: Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

14. Indemnification Sponsor shall protect, maintain, save and hold harmless St. Aidan's, its officers, agents, servants, members and employees from and against any and all claims, demands, expense and liabilities arising out of injury or death to any person, or the damage, loss or destruction of any property which may occur in or about St. Aidan's (including any portion thereof which Sponsor has not been given the right to occupy or use pursuant to the terms of this Agreement) or which may arise or in any way grow out of any act or omission of Sponsor or its agents, subcontractors, servants, employees, guests, invitees and patrons in the use and occupancy of St. Aidan's. This provision shall survive any termination or cancellation of this Agreement.

15. Breach of Contract: Breach of this Agreement in whole or in part by Sponsor shall result in possible cancellation of the Event and jeopardize future use of St. Aidan's.

16. Agreement: This Agreement includes all the terms and conditions agreed upon by the parties and no other commitments or representations, whether oral or written shall be valid or binding upon the parties. This Agreement may not be modified in any manner except by written modifications signed by both parties. Signator for Sponsor represents and warrants that he/she has full legal authority to execute this Agreement on behalf of Sponsor and all Event participants.

SPONSOR

BY: _____

PRINT: _____

DATE: _____

ST. AIDAN'S

BY: _____

PRINT: _____

DATE: _____