

## **City of Loveland Facilities Rental Application and Agreement**

Certain City of Loveland facilities are available for rent on a first come, first served basis. Persons desiring to rent the facilities must complete this Application which, if approved by the City, shall become a binding Agreement. Approval is at the City's sole discretion.

Applications must be filled out completely and returned to Facilities Management as directed below at least seven (7) days prior to the date of the Event.

### **BUSINESS INFORMATION (if Renter is a Business)**

Business Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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

Fax: \_\_\_\_\_

Website: \_\_\_\_\_

Contact Name: \_\_\_\_\_

### **INDIVIDUAL INFORMATION (if Renter is a Person)**

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

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **FACILITY REQUESTED**

- Civic Center Plaza & Lagoon, 500 E. Third Street
- Loveland Public Library, Erion Room, 300 N. Adams Avenue
- Loveland Public Library, Gertrude B. Scott Room, 300 N. Adams Avenue
- Pulliam Building Auditorium, 545 N. Cleveland Avenue
- Pulliam Building Dining Room, 545 N. Cleveland Avenue
- Pulliam Building Room #1, 545 N. Cleveland Avenue
- Pulliam Building Room #2, 545 N. Cleveland Avenue

If applying to rent the Pulliam Building, Renter acknowledges that Renter is solely responsible for determining whether Renter's intended and actual use of the Pulliam Building will be or is in compliance with the provisions of the Americans with Disabilities Act ("ADA"). Renter acknowledges that while the City has removed those barriers that are "readily achievable" pursuant to the provisions of the ADA, certain portions of the Pulliam Building remain inaccessible for some disabled individuals. In particular, restrooms within the Pulliam Building are not accessible to people in wheelchairs. Renter acknowledges that the City has other facilities available for rent that are accessible to individuals with disabilities. By signing this Application, Renter agrees to be responsible for all compliance with the ADA if applicable to Renter or the City.

## EVENT

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

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Required Setup: \_\_\_\_\_

See City Facility Use Rules (**Exhibit A**) for setup options.

## FEES

Rental Fee: \$ \_\_\_\_\_

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

The above fees have been determined in accordance with the City Facility Use Fees (**Exhibit B**). Fees are due and must be paid in full at least seven (7) days prior to the Event.

## FACILITY USE RULES

Renter shall comply with all City Facility Use Rules (**Exhibit A**) and applicable laws and regulations.

## INDEMNITY & RELEASE

Renter hereby releases and agrees to indemnify and hold harmless the City, its officers, employees, and agents from and against all liability, claims, and demands on account of any injury, loss, or damage arising out of or connected with this Agreement, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Renter or any invitee of the Renter, or any officer, employee, or agent of the Renter, or any other person for whom the Renter is responsible. The Renter shall investigate, handle, respond to, and defend against any such liability, claims, and demands, and shall bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Renter shall notify the City and provide a copy of all written claims or demands within two business days of receipt. The Renter's indemnification obligation shall not be construed to extend to any injury, loss, or damage to the extent caused by the act, omission, or other fault of the City. This paragraph shall survive the termination or expiration of this Agreement.

### **COMPLIANCE WITH C.R.S. SECTION 24-76.5-103**

If Renter is a natural person (i.e., not a corporation, partnership, or other legally-created entity) 18 years of age or older, he/she must complete the “Affidavit Pursuant to C.R.S. Section 24-76.5-103” and present one of the forms of identification listed in the Affidavit. If Renter executes the Affidavit stating that he/she is an alien lawfully present in the U.S., the City must verify his/her lawful presence through the federal systematic alien verification or entitlement program (SAVE Program) operated by the U.S. Department of Homeland Security or a successor program. In the event the City determines through such verification process that Renter is not an alien lawfully present in the U.S., the City will terminate this Agreement.

### **CANCELLATION & TERMINATION FOR DEFAULT**

Renter may cancel the reservation upon written notice to the City. If Renter provides written notice more than seven (7) days prior to the Event, the City will refund the Rental Fee and Deposit, minus a Ten Dollar (\$10.00) administrative fee. If Renter provides fewer days' notice, the City will keep the Rental Fee, but the Deposit will be returned to Renter in full. If Renter is in default or is not in compliance with C.R.S. Section 24-76.5-103, the City may immediately terminate this Agreement, in which case the City may keep the Rental Fee but will return the Deposit to Renter in full.

### **GOVERNMENTAL IMMUNITY ACT**

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* and under any other applicable law.

### **COMPLIANCE WITH LAWS**

The Renter shall comply with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City. The Renter shall solely be responsible for payment of all applicable taxes and for obtaining and keeping in force all applicable permits and approvals.

### **MISCELLANEOUS**

This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement. The Renter shall not assign this Agreement without the City's prior written consent. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.

**The City of Loveland is committed to providing an equal opportunity for services, programs and activities and does not discriminate on the basis of disability, race, age, color, national origin, religion, sexual orientation or gender. For more information on non-discrimination or for translation assistance, please contact the City's Title VI Coordinator at [TitleSix@cityofloveland.org](mailto:TitleSix@cityofloveland.org) or 970-962-2372. The City will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act (ADA). For more information on ADA or accommodations, please contact the City's ADA Coordinator at [jason.smitherman@cityofloveland.org](mailto:jason.smitherman@cityofloveland.org) or 970-962-3319.**

“La Ciudad de Loveland está comprometida a proporcionar igualdad de oportunidades para los servicios, programas y actividades y no discriminar en base a discapacidad, raza, edad, color, origen nacional, religión, orientación sexual o género. Para más información sobre la no discriminación o para asistencia

en traducción, favor contacte al Coordinador Título VI de la Ciudad al [TitleSix@cityofloveland.org](mailto:TitleSix@cityofloveland.org) o al 970-962-2372. La Ciudad realizará lasacomodaciones razonables para los ciudadanos de acuerdo con la Ley de Discapacidades para americanos (ADA). Para más información sobre ADA o acomodaciones, favor contacte al Coordinador de ADA de la Ciudad en [jason.smitherman@cityofloveland.org](mailto:jason.smitherman@cityofloveland.org) o al 970-962-3319."

**AGREEMENT TO BE BOUND BY APPLICATION**

I, the undersigned, affirm that I have read this Application and the above terms and conditions and agree, as Renter or on behalf of Renter, to be bound by them. I understand that this Agreement is only valid if Renter adheres to the City Facility Use Rules and this Agreement. I understand that it is my obligation to notify Facilities Management if any information changes. I affirm that I have the authority to bind Renter to the terms of this Agreement.

**RENTER**

BY: (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

(Print Name): \_\_\_\_\_

Title (if a Business): \_\_\_\_\_

**Please deliver the completed Application to:**

Heather Randolph  
Facilities Management Division  
City of Loveland  
105 West 5<sup>th</sup> St.  
Loveland, CO 80537  
Email: [heather.randolph@cityofloveland.org](mailto:heather.randolph@cityofloveland.org)  
Fax: (970) 962-2946

**APPLICATION APPROVED:**

**CITY OF LOVELAND**

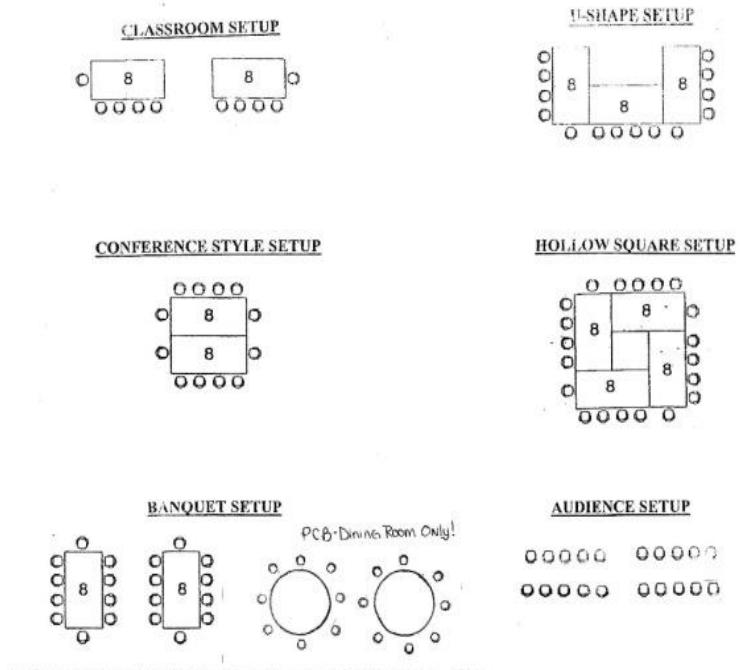
By: \_\_\_\_\_ Assigned Staff: \_\_\_\_\_

Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

## EXHIBIT A - CITY FACILITY USE RULES

1. Reserve only the room(s) you need. Do not reserve the entire Facility unless needed or required.
2. Provide complete setup instructions on the Application. Setup options are as follows:



3. Meet with Assigned Staff (designated in the Agreement) to ensure your understanding of the Rules. If you cannot reach your Assigned Staff, call Facilities Management at (970)-962-2749. Please leave a message if calling after business hours, and you will receive a call back.
4. Assigned Staff will arrive 15 minutes before your scheduled Event start time to let you in to setup and/or decorate and will stay 15 minutes after your scheduled Event start time. If you fail to arrive within this timeframe, Assigned Staff will lock up and leave. You will be charged a \$25 fee for Assigned Staff to return.
5. Technology accessories and set up are the sole responsibility of the Renter. It is the expectation that the Renter become familiar with the AV control panel and other equipment which will be used during the rental. Staff will not operate the equipment during the event and no technical support is provided.
6. The Facility should be clean upon arrival. If it is not, Renter must inform Assigned Staff immediately.
7. At the end of the Event, you must clean the Facility to its original condition and pack out all trash. A Cleanup Checklist is attached for your convenience. Assigned Staff will arrive by your scheduled Event end time. If you end early, please call Assigned Staff and wait to meet him/her. You are responsible for the Facility until Assigned Staff arrives. Assigned Staff will check over the Facility with you. If you meet all cleanup requirements, your Deposit will be returned to you in full within fourteen (14) days after the Event. If cleanup is not done to the City's satisfaction, you will have an opportunity to correct the problem. If you choose to leave the Facility as-is, or if you otherwise fail to meet all cleanup requirements, you will forfeit the Deposit.
8. Adult supervision by at least one person over the age of 21 is required at all times during the Event.
9. If you use a caterer or rent equipment, please arrange for food and equipment to be picked up immediately after your Event is over. Do not leave items at the Facility.
10. Alcohol is strictly prohibited.

11. Do not hang streamers, banners, balloons, etc. from ceiling fans. Balloons must be weighed/tied down to ensure they don't get tangled in ceiling fans.
12. Do not use staples, tacks, nails, pins, scotch tape, packaging tape, or duct tape on walls or ceilings. You may use masking tape, sticky putty, or 3M hanging products.
13. Fog machines set off fire alarms and are prohibited.

**Violation of these Rules may result in early termination of the Event and withholding of your Deposit, and you may be prohibited from renting City facilities in the future.**

## CLEANUP CHECKLIST

### **Chairs**

- Immediately clean any liquid spills on chairs that occur during use.
- Brush food, glitter, etc. from chair fabric and chrome.
- Do not stack chairs.

### **Tables**

- Wipe down tables.
- Do not move tables for any reason.

### **Floors**

- Sweep or vacuum floors using the broom, dust mop, or vacuum provided. Empty vacuum into trashcan (please request vacuum at the Library and Pulliam Building Rooms 1 and 2).
- Mop floors with water (no chemicals) using the mop and bucket provided. Empty mop water into the mop sink and rinse the bucket.
- Do not move tables in order to clean the floors. Sweep, vacuum, and mop as best you can around and under the tables.
- Return all cleaning supplies to the supply closet after use.

### **Trash**

- Pulliam Building Only: Bag up all trash and place bags into the **CITY** dumpster (located on SW corner of building). This dumpster is white with a black lid and has the City of Loveland sticker on it. If you use any other dumpster, you may be fined by the owner of the dumpster.
- All other Facilities: Bag up all trash and pack out.

### **Bathrooms (Pulliam Building Only)**

- Ensure that the toilets and urinals have been flushed.
- Bag up all trash and pack out.
- You do not need to fully clean the bathrooms (cleaning toilets, sinks, urinals, etc.) However, if an accident occurs, please clean it up as best you can and inform the Scheduled Staff Member.

### **Kitchen (Library & Municipal Building Only)**

- Clean and wipe down counters and sinks.
- Bag up all trash and pack out.

### **Miscellaneous**

- Remove all decorations (balloons, streamers, runners, rose petals, flowers, tape, confetti, etc.) from the Facility.

**EXHIBIT B – CITY FACILITY FEE SCHEDULE**

Facility	Rental Fee - General	Rental Fee - Nonprofit	Deposit
Civic Center Plaza & Lagoon	<u>\$210</u>	<u>\$100</u>	\$150
Loveland Public Library, Erion Meeting Room	<u>\$70</u>	<u>\$45</u>	\$150
Loveland Public Library, Gertrude B. Scott Room	<u>\$70</u>	<u>\$45</u>	\$150
Pulliam Building Auditorium	<u>\$140 (2 Hours)</u> <u>\$300 (Day)</u>	<u>\$90 (2 Hours)</u> <u>\$200 (Day)</u>	\$100
Pulliam Building Dining Room	<u>\$240</u>	<u>\$120</u>	\$300
Pulliam Building Room #1	<u>\$75</u>	<u>\$50</u>	\$50
Pulliam Building Room #2	<u>\$75</u>	<u>\$50</u>	\$50

## [ADDENDUM]

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

To address these concerns, the parties agree to the following:

1. In the event governmental regulation or advisory in response to the virus make it illegal, impossible, or inadvisable to use the Facility, the City may provide written notice to the Renter cancelling the Agreement, without liability, damages, fees, or penalty, and any deposits or amounts paid to the City shall be refunded to the Renter.
2. Renter acknowledges the highly contagious and unpredictable nature of COVID-19 and voluntarily assumes the risk that the City may cancel the Agreement pursuant to Section 1 of this Addendum.
3. Renter voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any damage, loss, claim, liability, or expense, of any kind, that Renter or any third party may experience or incur in connection with cancellation of this Agreement. Renter hereby releases, covenants not to sue, discharges, and holds harmless the City, its employees, agents, and representatives, of and from any claims related to cancellation of the Agreement, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Renter acknowledges that this waiver does not affect, impact, or alter any rights the City may possess or assert under the Colorado Governmental Immunity Act.
4. The provisions of this Addendum shall supersede any and all conflicting provisions in the Agreement.

AFFIDAVIT PURSUANT TO C.R.S. 24-76.5-103:

I, \_\_\_\_\_, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen, or
- I am a Permanent Resident of the United States, or
- I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am entering into a contract to perform work for the City of Loveland.

I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receiving the public benefit of a contract with a political subdivision of the State of Colorado (see C.R.S. §24-76.5-103).

I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado, C.R.S. §18-8-503, as perjury in the second degree and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

By checking the second or third option above, I understand that my lawful presence in the United States will be verified through the Federal Systematic Alien Verification of Entitlement Program (SAVE Program).

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Signature

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Date

- Valid Colorado driver's license, expiration date: \_\_\_\_\_ \*\*
- Current Colorado identification card, expiration date: \_\_\_\_\_
- United States military card, expiration date: \_\_\_\_\_
- United States Coast Guard Merchant Mariner card
- Native American tribal document
- Original birth certificate from any state of the U.S.
- Certificate verifying naturalized status by U.S. with photo and raised seal
- Certificate verifying U. S. citizenship by U.S. government (e.g. U.S. Passport), expiration date: \_\_\_\_\_
- Order of adoption by a U.S. court with seal of certification
- Out of state driver's license except IL, UT, and WA, expiration date: \_\_\_\_\_
- Valid immigration documents demonstrating lawful presence (e.g. current I-551 -permanent resident card, current foreign passport with I-94, unexpired resident alien card, permanent resident card or employment authorization card)

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City Staff Reviewer

\*\* Note: A Colorado driver's license or ID card with a black flag that indicates "not valid for federal identification, voting or public benefit purposes" requires additional verification.

Se puede obtener este documento en Español en la oficina de la Secretaría Municipal.