



EVERGREEN MEMORIAL PARK & RECREATION ASSOCIATION
RENTAL AGREEMENT FOR USE OF "THE BARN and/or THE FIELD"

PLEASE READ ENTIRE RENTAL AGREEMENT AND INITIAL ALL HIGHLIGHTED ITEMS.

This agreement is made effective as of _____, between The Barn @ Evergreen Memorial Park & Recreation Association (EMPRA) & Evergreen Memorial Park Inc. (EMP), and _____ ("The Renter").

Contracting/Responsible Party: _____
Mailing Address: _____
Phone: _____
Email Address: _____

Date of Event: _____
Time Block: _____ hrs
Event Arrival Time: _____
Event Start Time: _____
Event Cleanup Time: _____
Event Departure Time: _____

- Reserving - [] The Barn [] The Field (no use of The Barn)
[] The Barn & Field
[] Rehearsal in The Field [] Rehearsal in The Barn

Welcome to The Barn and Fields at Evergreen Memorial Park and Recreation Association at Evergreen Memorial Park Inc. We are pleased that you have chosen our facility to host your special event. We have been hosting weddings, holiday parties, and other events since 1987. The terms and conditions set forth herein are based on our extensive experience and are designed to ensure that your event will be a successful and memorable one.

THE RENTAL AGREEMENT:

The Renter understands this Rental Agreement with EMPRA must be signed and returned to EMPRA within 7 days from the Deposit. Original signatures are required on Agreement. No digital signatures will be accepted. All changes to the original contract must be made in writing.

THE BARN:

The Renter understands the maximum indoor capacity of The Barn – Main Floor 150 people, Balcony 50 people, Walk-Out Basement 35 people.

THE BARN RENTAL FEE(S):

The Renter agrees to pay an initial refundable deposit of \$600.00. This payment serves to hold the venue for specified date and time block of event and is required to reserve specified date. No date will be held without the \$600.00 deposit. The following is the agreed upon Barn Rental Fee of \$ _____ for a time block of: _____ hrs. All changes to the Rental Time Block or Additional Charges added must be in writing and additional payment will be due at the time of request.

PAYMENTS/RESERVATION DEPOSITS

Evergreen Memorial Park and Recreation Association accepts personal checks, VISA and MasterCard as forms of payment. At the time of booking, a \$600.00 damage/security deposit is due. Once this fee is received, a Rental Agreement will be sent. It is understood that the Renter is the responsible party for any damage(s) incurred to the facility or grounds arising from the event, whether or not it is more than the damage deposit. Payment in full must be made 120 days before the event date. Any late payments will be charged a 10% late fee. If the full payment is more than 30 days delinquent, the reservation will be cancelled and all monies paid will be forfeited. Checks should be made payable to Evergreen Memorial Park and Recreation Association (EMPRA), 26624 N. Turkey Creek Rd., Evergreen, CO 80439. Credit card payments are accepted over the phone at (303)674-0556. **The refundable security/damage deposit of \$600.00 (returned within 30 days after the event), pending the final inspection of the venue for damage or other charges. If there are any additional charges the day of the event, they will be deducted from the deposit and/or billed to the "Renter."

The Renter understands that the final decision regarding the damage deposit and cleanup is done by EMPRA Management, not the event staff. Event staff documents all events and reports back to The EMPRA Management.

CANCELLATION POLICY

The Renter may cancel the scheduled event in writing or by email 120 days prior to the event date and forfeit 1/2 of what was paid for the damage/security deposit. Cancellations less than 120 days, but more than 90 days will forfeit the full amount paid for the damage/security deposit, with the difference refunded. Cancellations less than 90 days will forfeit all monies previously paid. Event reservation may not be transferred to another renter/party. No show events will forfeit rental fee and damage/security deposit. All refunds are processed within 30 days. If EMPRA must cancel the

scheduled event for any unforeseen reasons, EMPRA will refund all monies that have been paid to date.

TIME BLOCK POLICIES

The **TIME BLOCK** **includes** set up, and clean up **within the rented time**. EMPRA requires the event conclude at least one hour before the end of the time block to allow time for cleanup. **ALL TIME BLOCKS** must end and **EMPRA'S** grounds must be vacated by 11:00PM. **RENTERS, CONTRACTORS AND THEIR EQUIPMENT MUST BE COMPLETELY OUT OF THE FACILITY BY THE END OF RENTAL TIME. RENTER AGREES THAT THE HOURS STIPULATED WILL BE STRICTLY ADHERED TO. NO EARLY ARRIVALS ARE PERMITTED.** A charge of \$200.00/ ½ hr minimum will be deducted from the Renters damage deposit for early drop-off or early arrivals.

SETUP, CLEANUP, DECORATING AND OUTSIDE RENTAL EQUIPMENT POLICIES

Rental includes use of The Barn facility, use of available tables and chairs inside, and The FIELD for the agreed upon time block. **The EMPRA Staff will arrange the initial set-up of EMPRA's chairs and tables per the approved floor plan for (1) of the following: The FIELDs or The Barn, before the Renter's scheduled arrival time. Any furniture rearrangement required after the original setup by EMPRA's staff is the Renter's responsibility.** For outside events, please have a "**Plan B**" ready in case of inclement weather. Any floor plan changes due to inclement weather need to be discussed with EMPRA's staff at least 2 hours prior to scheduled arrival time. Last minute changes to the setup up prior to scheduled arrival time and after arrival are the responsibility of the Renter. If EMPRA's staff is requested to assist with last minute changes or any decorating, there will be a charge of \$75.00/hr /EMPRA Staff for their services. **LIFT** all tables to move, **DO NOT PULL** across the wood floor. Only plastic tables may be placed outside or on decks and all tables and chairs must be brought inside after event.

It is the **RENTERS RESPONSIBILITY** to inform all caterers, musicians, florists, contractors, guests and family members of the specific times and nature of this Rental Agreement, and of all loading/unloading and parking areas. Renter is responsible that **ALL EVENT PARTICIPANTS, VENDORS, SUB-CONTRACTORS, and ATTENDEES** observe all aspects of this Agreement and all EMP & EMPRA Policies. Renter is advised that EMPRA will not be responsible for any items brought by rental companies, the Rental party or attendees, nor will EMPRA Staff sign for any deliveries. It is the Renters responsibility to receive, set, move, take down, and load as received for pickup. Since other EMP Events may be held prior to or after Renter's scheduled time block, The Barn cannot receive ANY early drop-off's, and ALL early drop-offs will be refused. A charge of \$200.00/ ½ hr minimum will be deducted from the Renters damage deposit for early drop-off or arrivals. A Fee will be charged for anything left overnight for morning pick-up. It is the Renter's responsibility to coordinate with all rental drop-offs and inform rental companies of EMPRA's policy. If rental equipment must be moved by EMPRA's Staff due to an event following Renter's event, Renter will be charged a minimum of \$250.00.

Interior decor – all items currently in The Barn are secured and are not to be moved or removed, including storage areas. Renter may add **PRE-APPROVED** items for decor. If assistance is needed in moving of furniture and/or decorating, or requests for decor alterations, a fee of \$75.00/hr/ EMPRA Staff will be applied. Outside decor must be weighted/secured to prevent flyaway. The best way to secure/attach items is with flower wire. Please call EMPRA Staff in the planning process if you are unsure of what's acceptable and what's not.

The Barn reserves the right to have advertising displayed and visible through brochures, business cards and policy signage at all times, during any event.

Renter is required to leave the building clean and ready for the next use. This includes tables wiped free of debris, folded and stacked along the wall; chairs wiped free of debris, folded and stacked along the wall; floors spot mopped and swept; kitchen area floors swept and mopped, restroom area floors swept and mopped and all trash removed from the building. Additional cleanup after the event that is deemed necessary by EMPRA Staff will be assessed a fee of \$100.00/hr. Any trash left behind will be charged \$8.00/bag. All furniture placed outside, on the deck, or on grass must be brought inside.

Renter is the responsible party for any damage to the facility or grounds arising from the event, whether or not in excess of the damage deposit.

THE FOLLOWING ITEMS ARE NOT PERMITTED AT THE BARN - NO CANDLES, NO glitter, table glitter, stars, or anything of the like may be used, **Only** existing wall plugs may be used. No rewiring for any reason. No fireworks, luminaries or tiki torches are permitted on the premises. **NO** cardboard chafing dishes or oil lamps. **NO** smoking, fog, bubbles, or bubble machines are permitted in the building. **NO helium balloons, confetti or glitter** may be used as decoration in or outside of the facility. **NO** fish, birds, or insects may be brought to or released into the park. **NO** feeding or harassing of wildlife.

Sparklers are only permitted when pre-approved by EMPRA Staff and a written approval is provided from the local Evergreen Fire District.

Only birdseed and flower petals (not silk) may be thrown outside of the building (no rice). **Renter MUST sweep** off sidewalks and walkways. Failure to do so will result in a cleaning fee of **\$75** to be deducted from the damage deposit.

Barbecue grills and gas-cooking devices may only be used on the **gravel road outside the facility**, and then only in predesignated grilling areas. Grilling is not permitted on decks. If grease or any other fluid is left and stains the ground, there will be a minimum clean-up charge of **\$75.00**.

SPECIAL REQUESTS

Any special requests that extend beyond provisions of this contract need to be presented to EMPRA for approval in advance of the event, preferably at the time of contract signing. If additional requests need to be made after the contract is signed, those requests need to be presented to The Barn Management for approval in writing no less than 24 hours prior to the event itself. All last-minute requests must be presented to EMPRA for its approval in writing. **Additional fees may apply for special requests.**

ALCOHOL POLICY

Yes, Alcohol will be provided to **RENTER'S** guests. A separate ALCOHOL POLICY must be signed by RENTER. RENTER also understands that **NO** alcohol may be brought on to EMP grounds that is not dispensed by the contracted insured bartender during open bar time (including during setup and cleanup). Renter understands the maximum time alcohol service may be available at any event—

- * 4 hour maximum for 6-8 hour time blocks
- * 6 hour maximum for 10-12 hour time blocks

Date Alcohol Policy Signed _____

It is the Renter's responsibility to submit the name of the bartending company and a copy of their Liquor Liability Insurance to EMPRA at least 90 days prior to the event date. If Liquor Liability is not received, alcohol will not be allowed at the event.

Bartending Company _____ Liquor Liability Received Date _____

No, **RENTER** will not be providing alcohol to guests AND **RENTER** understands that no alcohol will be allowed on EMP's grounds during event, including setup and cleanup.

Failure to abide by EMPRA's Alcohol policies may result in the event being immediately terminated by EMPRA's staff, forfeiture of damage deposit, and offender's being asked to leave EMP grounds.

If EMPRA Staff observe the consumption of alcohol by anyone on the grounds before or after it is permitted or any alcohol not served by the "insured bartending service", a warning will be given. If further consumption is observed, EMPRA reserves the right to withhold the Rental Party's damage deposit and/or the immediate termination of the event. This also includes any alcohol in the Brides Dressing Room, the Groom's Dressing Room, and any vehicle on EMP grounds. Self-Service of any alcohol at any time and in any form during Renter's Time Block is NOT permitted.

All alcohol service must end 1 1/4 hours prior to end of reserved time block. No alcohol may be served after 9:15 PM.

IT IS THE RENTER'S RESPONSIBILITY THAT ATTENDEES ARE AWARE OF EMPRA'S ALCOHOL POLICIES.

GENERAL LIABILITY INSURANCE & HOST LIQUOR LIABILITY

The **RENTER** shall maintain **Commercial General Liability Insurance**, including Host Liquor Liability (if providing alcohol to your guests), in the amount not less than \$1,000,000 combined single limit for bodily injury and property damage. Such insurance shall name Evergreen Memorial Park & Recreation Association as additional insured, and a Certificate of Insurance with an endorsement must be provided 90 days prior to the event. (Please contact your insurance agent for more information or visit www.TheEventHelper.com or www.MarkelInsuresFun.com for event insurance.)

The Renter is required to submit proof of Liability Insurance no less than 90 days prior to event. If Liability Insurance has not been acquired and provided to EMPRA 90 prior to event, EMPRA has the right to obtain Liability Insurance on the behalf of RENTER and bill the RENTER for the cost of procuring such liability insurance. Proof of Liability Received Date _____

REHEARSAL

Renter understands a separate **Rehearsal** (1.5 hours for \$150.00) may be reserved no earlier than 1 month prior to the above referenced reserved event date and is based on date and time availability of the Barn and/or Field. No setup or decorating allowed during the rehearsal time. Payment for the Rehearsal will be due at the time of confirmation of availability for the Rehearsal. Reserved Rehearsal time will be strictly adhered to. Early arrivals or extended Rehearsal time without prior arrangement will be charged \$200.00/ 1/2 hr minimum.

Preferred Rehearsal Day of Week _____ Date _____ Time (1.5 hrs) _____

Rehearsal Reservation Confirmed Date & Time _____ By _____ Rehearsal Payment Received Date _____ By _____

ADDITIONAL INFORMATION

Renter understands there is **NO alternate power source available** at The Barn, and EMPRA is not responsible for any **loss of power** to the building at any time, due to circumstances beyond our control.

Evergreen Memorial Park and Recreation Association reserves the right to modify interior and exterior fixtures, settings and landscapes at any time.

Any photos taken by staff become property of EMPRA, and may be used for promotional materials.

Renter acknowledges that Evergreen Memorial Park and its surrounding acreage serves many functions (Funeral Home, Cemetery, Crematory, Pet Cemetery, Wild Game Ranch and Event Center). The grounds are open to the public, and Renter may not be the only event held at Evergreen Memorial Park on the reserved date. The Renter will be the only Event in progress at The Barn and The Field area (if reserved) during the reserved time block, however, other uses and events may and will continue as necessary on the surrounding acreage.

Renter understands that the buffalo, elk, fallow deer, yak, water ways, reservoir and pond enclosures are off limits to the Renter, all event participants, vendors, sub-contractors and attendees.

Renter understands that any animal brought on to EMP grounds by Renter or attendees must be on a leash at all times and under control of owner at all times. Renter and/or attendees are responsible for any damages as a result of said animal and responsible for cleaning up any messes made by said animal.

Renter agrees that smoking of any kind (including but not limited to cigarettes, cigars, pipes, or any other types of smoking or smoking devices) is not permitted within The Barn building or within a 15ft perimeter surrounding The Barn. Smoking is only allowed in "Designated Areas".

Renter agrees that consumption of marijuana in any form is prohibited at Evergreen Memorial Park or its surrounding acreage.

Renter agrees that no illegal activities (state or federal law) are allowed at Evergreen Memorial Park or its surrounding acreage.

CODES, ORDINANCES, PARKING, FINES

Fire Department Exit Codes will be strictly enforced for table and chair placement, keeping Fire Lanes open. Only approved floor plans can be used. Common floor plan samples are available. No activity at The Barn can interfere with the fire alarm sensors/lasers or Renter will be charged for the "false alarm" Fire Department response fees and/or any fines incurred.

To be in compliance with the Jefferson County Noise Ordinance, EMPRA recommends that events end by 10:00 pm. Renter understands EMPRA's Staff will have complete control over the volume of any music or noise-making device. If event proceeds past 10:00 pm., all music must be moved inside The Barn and all outside doors must be closed at that time. The EMPRA's Staff has the authority to open or close any windows and doors at any time.

Renter understands that Evergreen Memorial Park, The Barn and the surrounding grounds are under 24 hour video surveillance.

Parking may be limited. Parking in fire lanes, handicap parking or other posted "no parking" areas may result in vehicles being towed at the owner's expense.

Any vehicle left overnight must be removed by 9:00AM the following morning and must be approved by EMPRA staff. EMPRA has the right to tow any vehicle remaining after 9:00AM at the vehicle owner's expense.

The speed limit inside Evergreen Memorial Park grounds will be limited to 20 MPH. Violators will be asked to leave the grounds and EMPRA has the right to terminate the event without refund.

RENTER'S ADDITIONAL REQUIREMENTS

The Renter is required to submit the floor plan and time schedule for the day's events no less than 30 days prior to event.

Renter must supply EMPRA's Staff with names and phone numbers of event planner, day of event coordinator, and all subcontractors at least 90 days prior to the event. This includes but is not limited to caterers, bartenders, musicians, florists, bakers, rental companies, liquor stores, etc.

"ACTS OF GOD"

The performance of this Contract is subject to termination without liability upon the occurrence of any circumstance beyond the control of Evergreen Memorial Park & Recreation Association – such as acts of God, war, acts of terrorism, government regulations, disaster, rain storms, snow storms, floods, strikes, civil disorder, or other emergencies – to the extent that such circumstance makes it illegal or impossible for Evergreen Memorial Park & Recreation Association to provide, or for Client, in general, to use "The Barn's facilities.

INDEMNIFICATION

The Renter hereby indemnifies and holds harmless the Lease Holder Evergreen Memorial Park and Recreation Assoc., Evergreen Memorial Park, Inc., and all of its affiliates, employees, agents, and successors and assigns from any and all damages, actions, suits, claims or other cost) including reasonable attorney's fees) arising out of or in connection with any damage to the property or any injury caused to any person (including death) caused by "The Renter's" use of The Barn and the surrounding grounds, water ways, and animal enclosures. This includes any acts or omissions on the part of The Renter, EMPRA's employees, officers, directors, independent contractors, guests, invitees, contractors or other agents. The Renter shall immediately notify EMPRA Staff and Management of any damage or injury of which they have knowledge in, to, or near the property, regardless of cause of such damage or injury.

EMPRA, ITS OWNERS, EMPLOYEES OR AFFILIATES ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOST OR STOLEN ITEMS. This includes, but is not limited to, coats, purses, alcohol, floral items, musical items, cell phones and any other items left before or after the event by the Renter, Renter's guests, or vendors.

This contract constitutes the entire understanding between the parties. This contract may only be amended in writing, signed by both parties. Verbal statements made by EMPRA's Staff that are contrary to what is stated in the above contract are not binding unless in writing and approved and signed by EMP Management.

IT IS THE RENTER'S RESPONSIBILITY THAT ATTENDEES ARE AWARE OF EMPRA'S POLICIES.

IN WITNESS OF THEIR UNDERSTANDING OF, AND AGREEMENT TO THE TERMS AND CONDITIONS HEREIN CONTAINED, THE PARTIES AFFIX THEIR SIGNATURES BELOW.

RENTER/RESPONSIBLE PARTY _____ DATE: _____

FINANCIAL RESPONSIBLE PARTY _____ DATE: _____

Address if different than Responsible Party _____

WEDDING PLANNER _____ DATE: _____

REPRESENTATIVE OF THE BARN _____ DATE: _____

ADDITIONS TO CONTRACT AFTER SIGNING –

_____ Date Changed/Added Charge _____ Signed _____ EMPRA _____

_____ Date Changed/Added Charge _____ Signed _____ EMPRA _____

_____ Date Changed/Added Charge _____ Signed _____ EMPRA _____

**ORIGINAL SIGNATURES ARE REQUIRED ON ALL EMPRA CONTRACTS.
NO DIGITAL SIGNATURES WILL BE ACCEPTED.**

The Renter has chosen to purchase the following Time Block and Additional Fees below.

RENTAL FEES

Security Deposit		\$600.00	\$600.00
Rental Fee	Block Hours _____	_____	_____
Rehearsal Fee (1.5 hrs, no setup included) Due upon confirmation.		\$150.00	_____

ADDITIONAL FEES

Meadows Preparation Fee by special request of Renter		\$75.00	_____
Site Attendant for help with set-up		\$75.00/hr/ Staff (1hr min)	_____
Special Décor Modifications		\$75.00/hr (1hr min)	_____

TAXABLE ITEMS

Video Screen Package (Prior arrangements must be made.)		\$75.00	_____
Aluminum Cooler or Wooden Cooler		15.00 each	_____
Additional Taxable Item _____		_____	_____
Additional Taxable Item _____		_____	_____

TOTAL RENTAL CONTRACT AMOUNT DUE DATE _____

Renter agrees to all of the above stated charges. If there are any changes made after signing, they must be noted below and additional payment will be required signatures at time of changes.

RENTER UNDERSTANDS DAY OF EVENT CHARGES THAT MAY BE DEDUCTED FROM SECURITY DEPOSIT

Early Arrival Payable upon arrival.	\$200.00/ 1/2hr (min)
Trash Removal Left after Event	\$8.00/bag (40lb max per bag)
Additional Cleaning Required After Event	\$100.00/hr (1hr min)
Emergency Table Cloths	\$10.00 each
Fee for Outside Rental Equipment Left after Event	\$250.00 (min)
Removal Fee for Outside Rental Equipment Left after Event or items left after Event by Renter	\$75.00/hr (1hr min)

Any other equipment, supplies and/or special requests not previously agreed to by the Renter, may incur additional charges to the Renter or payment may be required at the time of usage.

IN WITNESS OF THEIR UNDERSTANDING OF, AND AGREEMENT TO THE TERMS, CONDITIONS AND CHARGES HEREIN CONTAINED, THE PARTIES AFFIX THEIR SIGNATURES BELOW.

RENTER/RESPONSIBLE PARTY _____ DATE: _____

FINANCIAL RESPONSIBLE PARTY _____ DATE: _____

Address if different than Responsible Party _____

REPRESENTATIVE OF THE BARN _____ DATE: _____

ADDITIONS CHARGES TO CONTRACT AFTER SIGNING –

_____	Date Changed/Added _____	Charge _____	Signed _____	EMPRA _____
_____	Date Changed/Added _____	Charge _____	Signed _____	EMPRA _____

ORIGINAL SIGNATURES ARE REQUIRED ON ALL EMPRA CONTRACTS. NO DIGITAL SIGNATURES WILL BE ACCEPTED.