

**TOWN OF MOFFAT, COLORADO  
RESOLUTION NO. 2019-7**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF MOFFAT,  
COLORADO, ESTABLISHING A FEE SCHEDULE FOR THE LEASING OR RENTAL  
OF THE MOFFAT COMMUNITY CENTER.**

**WHEREAS**, the Town of Moffat is authorized to establish and amend fees charged by the Town for various services provided; and

**WHEREAS**, the Town of Moffat staff has reviewed services and fees and made its recommendation to the Board of Trustees for the leasing and/or renting of the Moffat Community Center; and

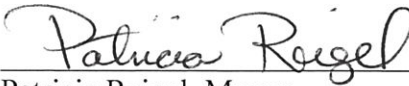
**WHEREAS**, the Board of Trustees at their regular meeting on August 6<sup>th</sup>, 2019, reviewed the recommended fee schedule as prepared by staff.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF MOFFAT, COLORADO**, that Town fees as outlined on attached Exhibit "A" are hereby adopted and shall become effective upon adoption:

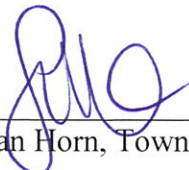
**RESOLVED, APPROVED, and ADOPTED** this 16<sup>th</sup> day of August, 2019.

TOWN OF MOFFAT, COLORADO

(Seal)

  
\_\_\_\_\_  
Patricia Reigel, Mayor

ATTEST:

  
\_\_\_\_\_  
Sarah Van Horn, Town Clerk



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**TOWN OF MOFFAT  
COMMUNITY CENTER  
RENTAL PACKET**



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# TOWN OF MOFFAT

## MOFFAT COMMUNITY CENTER

### RENTAL AGREEMENT

<u>RENTAL TYPE</u>	<u>FEE</u>	<u>DAMAGE/CLEANING DEPOSIT</u>
For-profit functions/classes	\$15/per hour	\$50.00 one time deposit
Non-Profit Functions/classes	FREE	\$25.00 one time deposit
Events/Parties	\$200.00	\$100.00

NOTE: Classes and functions scheduled on a continual and consistent basis will only be charged the damage and cleaning deposit one time, unless deemed appropriate by the board to require another deposit due to damage or cleaning costs accrued from continual usage. All deposits are nonrefundable in order to preserve the integrity of this property designated under the National Register of Historic Places.

Rental Fee Paid \_\_\_\_\_ Deposit Fee Paid \_\_\_\_\_  
 Check No. \_\_\_\_\_ Date \_\_\_\_\_

We, the undersigned, hereby agree to rent the Moffat Community Center located at 401 Lincoln Ave, Moffat, CO 81143, under the following terms & conditions:

1. Include setup and cleanup time when you make your reservation.
2. A damage/cleaning deposit is required to reserve a date, in addition to the rental fees listed above.
3. Renter is responsible for the facility (including outside area) bring left in a clean and orderly manner per the Facility Cleaning Checklist provided.
4. NO nails, tacks, staples, adhesives, glues, 3M removable fasteners, or similar hardware or materials can be used to hang decorations. Only scotch tape and masking/painters tape is permitted.
5. The use of burning candles or any other type of open flames is prohibited.
6. If you bring your own tables and chairs, do not drag them across the floor.
7. Make sure you lock the doors and return the key to the office of drop box if a key is supplied.
8. The Town does not warrant the condition of the premises and the premises are accepted "as is".
9. Renter agrees that the Tow is not responsible for any items, personal or otherwise, brought into the event facility or in the facility's parking lots that are lost, stolen, damaged or otherwise lose value.



10. The renter will be responsible for any damages done to the facility during the period of rental, including damages done by attendees, outside caterers, vendors, contractors, planners, consultants, representatives, and/or other involved parties and pay for repair or replacement at the Town's discretion of damage to the facility and/or equipment found. If repairs or replacement costs exceed the amount of the damage deposit, you will be responsible for the excess amount, and charges will be made.

11. Renter will assure all outside caterers, vendors, contractors, planners, consultants, representatives, and/or other involved parties to the event are made aware of the guidelines and rules set forth in this Contract.

12. All Town of Moffat functions take priority over any scheduled event.

### **FACILITY CLEANING PROCEDURES**

Cleaning time needs to be included and completed by the end of your reserved time. All rooms must be cleaned and in the same condition as when you arrived. This includes the wet bar, restroom, main Community Center hall, the hallways, stairways, front & back foyer, handicap lift, and any area used outside. It is your responsibility to make sure the rental facility is left clean, orderly, and locked when you are finished with your event. Some cleaning supplies can be found in the wetbar cabinets, however it is your responsibility to bring any supplies needed to bring the facility back to the condition it was in when you arrived. Tables/chairs must be cleaned and correctly aligned in their respective areas. If the above conditions are not met to the satisfaction of Town Staff, a fee of \$25/hour will be deducted from the damage/cleaning deposit. If the cost of cleaning and/or repair of the facility exceeds the amount of the damage deposit, the renter will be billed for those additional costs. Lost or damaged keys will result in a \$25.00 fee.

### **Release of Liability and Agreement to Hold Harmless**

1. The Renter expressly agrees to, and shall, indemnify and hold harmless the Town of Moffat and its respective officers, agents, employees, insurers, and self-insured pool, from any and all claims, damages, liability, demands, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any omission or act of commission by the Renter or any of its employees, agents, partners, or lessees, in occupying the Premises.

2. The Renter shall indemnify the Town of Moffat and any of its officers or employees, against damages, loss, or injuries either to person or property, or both, known or unknown, past, present or future, arising as a result of or from the Premises use granted to the Renter by this Agreement.

3. The Renter agrees that the Town of Moffat is not liable, and will not assume any liability, responsibility, or costs for any personal injury, death, sickness, or property damage arising from the Renters use of the Premises, or any damage, maintenance, or repair of any Renter's Property erected, used, or maintained by the Renter under this Agreement. The Town shall not have any liability whatsoever for any damage or loss to the Renter Property.

**THE UNDERSIGNED AGREES TO THE STATED CONDITIONS CONTAINED WITHIN THIS AGREEMENT:**

PRINTED NAME: \_\_\_\_\_

PHONE #: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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## TOWN OF MOFFAT

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### MOFFAT COMMUNITY CENTER FACILITY CLEANING CHECKLIST

Tables & chairs cleaned and put away as they were.

All trash and decorations picked up.

Trash needs to be emptied and hauled away.

Mop up any spills on the floor

Do one full sweep with the push broom.

Floors must be mopped if mud or dirt is tracked in.

Vacuum any carpeted area where needed

Lights must be turned off after your event.

Clean sinks, wipe down counter tops and cabinets if needed.

Check bathrooms for general cleanliness

Make sure all necessary doors are closed.



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TOWN OF MOFFAT

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## FACILITY RULES

**Handrails are not to be swung/played on.**

**Chairlift is not to be used without proper supervision**

**No skating of any kind inside the building.**

**Any mess must be cleaned up.**

**Children must be supervised.**

**No tacks, staples, adhesives, etc be used in the walls.**

**Lights must be turned off after your event.**

**Make sure all necessary doors are closed.**

**No disrespecting the building in any way.**