



**EVENT CENTER RENTAL AGREEMENT**

970-731-3009

eventcenterps@gmail.com

***PLEASE INITIAL:***

**Booking Policy:**

In addition to completing this agreement, renter must place a 50% deposit of the total rate (via cash, card, or check) to reserve a date for use of the TBEC. The remainder of the balance is due one month prior to event start. Failure of renter to pay in full by one month prior to event will result in termination of agreement and canceling of event (and loss of date reservation). TBEC will issue a booking confirmation and balance.

**Cancellation Policy:**

If cancelation occurs one month prior to the event start date a full refund of the deposit will be issued. If cancellation occurs within one month prior to the event start a refund minus 20% of your total rate will be issued. No refunds will be issued if cancellation occurs within 1 week of start date.

**Cleaning Policy:**

A cleaning fee of \$100 will also be charged and included in total rate - and will be returned if the Event Center is totally cleaned, including bathrooms, kitchen, bar, patio, floors, appliances, and all equipment used during the event.

**Required documentation:**

- A certificate of liability insurance (must be presented 7 days prior to the event). If not presented, your event reservation will be canceled and your deposit will NOT be returned. Please see the section on Certificate of Liability for more information.
- Copy of Valid Driver's License for the Lessee at time of rental. **(Minimal Lessee Age 25)**
- Signed and completed rental agreement (this document) must be returned before the reservation is considered guaranteed.
- Temporary Food Establishment License - for food served by a paid vendor who is NOT a license Food Establishment/caterer. (Does not apply to food made at home for a private party)

**COVID19 RULES: THE STATE HAS MANDATED CERTAIN RULES CONCERNING LARGE GATHERINGS. BY ACCEPTANCE OF THIS AGREEMENT, THE LESSEE ACKNOWLEDGES THAT THEY UNDERSTAND THE RULES AND WILL ABIDE BY THEM, HOLDING THE LESSOR HARMLESS.**

## **CERTIFICATE OF LIABILITY INSURANCE**

The Certificate of Liability Insurance is simply a rider that is attached to your homeowner's policy or may be purchased at [www.theeventhelper.com](http://www.theeventhelper.com) for approximately \$125.00. It covers and protects you personally AND Ghost Pines Properties, LLC (dba Tennyson Building Event Center) and its owner from liability while you host an event at the Event Center and is simply an extension of your homeowner's policy.

Please list "Ghost Pines Properties, LLC dba Tennyson Building Event Center and its Owner" as the Certificate Holder.

## **ALCOHOL USE ON PREMISES**

***By signing this contract, you and your representative(s) agree that neither you nor any other person attending the function described herein will sell any alcoholic beverages on Tennyson Building Event Center premises unless the proper permit is obtained from the Archuleta County Commissioner's Permits office. Permits must be posted in plain sight according to the Commissioner's Permits office timeline.***

***You further agree that no admission or other charges will be collected if alcoholic beverages will be available, and you agree that you will not seek any donations to cover the costs of the alcohol, food, or other beverages being served unless the proper permit is obtained from the Archuleta County Commissioner's Permits office.***

You further understand that if alcoholic beverages are to be served or consumed on the premises that:

- **It is your responsibility to contact and obtain proper permitting from the Archuleta County Commissioner's Permits office, if required;**
- Tennyson Building Event Center holds a state liquor license. It is required by the state that all liquor purchases for events MUST be made through a licensed state liquor license holder. Tennyson Building Event Center will sell the alcohol to you at a competitive cost, from an extensive inventory list available;
- You will personally assume responsibility for compliance with the Colorado drinking age law;
- You understand that the selling of alcoholic beverages is only allowed at an advertised public event.
- You hereby, for yourself and your guests, waive and release any and all claims for damages alleged due to negligence or for any reason, which you or your guests may have against Ghost Pines Properties LLC dba Tennyson Building Event Center (or its owner), Directors and all employees, representatives, successors and assigns for any and all injuries suffered by yourself or your guests. You will personally indemnify and hold Ghost Pines Properties LLC dba Tennyson Building Event Center (AND its owner) harmless from any and all losses, liability, damages, and expenses (including attorney's fees) resulting from any injury or damage in any

way associated with the use of Tennyson Building Event Center premises and with the consumption of any alcoholic beverages on those premises;

- You understand that absolutely NO alcohol may be served, consumed, or taken outside the event center building with the exception of the contained, fenced patio area located through the rear doors.

### **EVENT CENTER USE GENERAL RULES**

- The person reserving the Event Center is responsible for adherence to all Event Center rules and must be present for the entire time designated in the reservation.
- Smoking and drug use of any kind in the Event Center is strictly prohibited. Smoking is allowed outside in designated areas only and must be at least 25ft from all doors and windows. Receptacles are provided and smoking materials must be properly disposed of.
- Event Center use hours are 8:00am – Midnight only.
- Music is permitted inside the Event Center **ONLY** and should not be audible outside unless previously contracted and agreed upon. Exceptions may be made to patio music performances and will be made on a case by case bases by TBEC staff.
- Music performed or played inside must not exceed TBD Decibels
- Music performed or played out on the patio must not exceed TBD Decibels
- Music is allowed until 11:30pm.
- Due to the public nature of the Tennyson Building Event Center, all doors must remain unlocked during the event.
- Parking is provided in the parking lots alongside and behind the Event Center. Do not block traffic or park on Navajo Trail. Do not park next door in Boss Hogs parking lot.
- Please do not use safety pins, thumbtacks, staples, tacks, double sided tape or nails in walls, curtains or blinds. We will allow 3M removable hanging strips on the walls. There is designated hardware for hanging extra lighting, and NO OTHER HARDWARE IS PERMITTED
- All decorations used for your event must be removed after the event and disposed of properly. Please use care when removing.
- **ALL DOORS & WINDOWS MUST BE LOCKED AND THE ALARM SET AT THE END OF THE EVENT.**

### **CLEANING**

**The Event Center must be cleaned in order of the provided instruction found in the “Opening, Set up, Take Down, Cleaning & Closing Instructions Document”. The Event Center MUST be cleaned directly after the time of the event, and extensively, to avoid extra cleaning charged.**

**Cleaning - if you do not anticipate having time or want to clean to this extent, please tell us ahead of time so we can schedule a cleaner, and add \$100 to your balance.**

**If you do not abide by the above INSURANCE, ALCOHOL, GENERAL, & CLEANING rules, your deposit will be retained.** If you see a problem or an uncleaned area of the Event Center before your function please let us know and we will correct the situation. If there are dirty, damaged or broken items in the Event Center, please let us know immediately. If something is not working, please let us know immediately. This helps protect you against wrongful blame.

This **EVENT CENTER RENTAL AGREEMENT** is made by and between Tennyson Building Event Center (“**Lessor**”) and the undersigned **Lessee**.

Subject to the terms and conditions of this Agreement, which are incorporated herein by reference, Lessor shall rent its Tennyson Building Event Center located at 197 Navajo Trail, Pagosa Springs, Co 81147 (“**Event Center**”) to Lessee.

Lessee Full Name:

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Lessee Representative/Agent:

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Non-Profit Organization: Yes or No

Mailing Address:

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Phone:

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Email Address:

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Approximate # \_\_\_\_\_ of people in attendance: (Note Max. Occupancy – 155 persons)

Rental Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Event/Prep Start Time: \_\_\_\_\_ Event/Cleanup End Time: \_\_\_\_\_

*Note: The Event Center is available to rent from 8am – Midnight \*Additional Fee if the facility is not vacated by midnight: \$100 per 30-minute increments (unless prior arrangements made).*

Will alcoholic beverages be served at the event?      Yes      No

If yes, please carefully read the ALCOHOL USE ON PREMISES section.