

MOUNTAIN WEDDING GARDEN & PAVILION RENTAL & INDEMNIFICATION AGREEMENT

THIS AGREEMENT is made on [DATE], by [NAME] whose address is [RENTERS ADDRESS] (“RENTERS”), and the TOWN OF MT. CRESTED BUTTE, COLORADO, whose address is P. O. Box 5800, Mt. Crested Butte, Colorado 81225 (“TOWN”).

1. RENTAL OF MOUNTAIN GARDEN/PAVILION. RENTERS have reserved and hereby agree to rent the Garden and Pavilion located in the Ted Scheske Town Park owned by the TOWN for a wedding ceremony and reception.

Garden Rental Information

<input type="checkbox"/> Garden & Pavilion: (Fri. or Sun.)	\$2,000
<input type="checkbox"/> Garden & Pavilion: (Saturday)	\$2,500
<input type="checkbox"/> Garden: (Mon-Thurs)	\$800
<input type="checkbox"/> Pavilion: (Mon-Thurs)	\$700
<input type="checkbox"/> Clean up/Damage Deposit	\$1,000

2. DATE OF RENTAL AND RENTAL AMOUNT. RENTERS hereby rent the pavilion for an event to be held on **DATE OF RESERVATION.**

- Mountain Garden/Pavilion Rain Only option. Three-hour reservation time: _____
 - You will have access to the Garden for three (3) hours. We will also reserve the Pavilion for two (2) hours within your three-hour block of time in case of rain. _____ (initial here)
- Mountain Garden & Pavilion for the day (9 am to 10 pm) Time of Event: _____
 - RENTERS understand that from 9-10 am the wedding party who is getting married the day after them will have access to the wedding garden for their 30-minute rehearsal. RENTERS are allowed to set up as they normally would and may be in the wedding garden at the same time as the rehearsal. _____ (initials)
- Pavilion only for the full day (9 am to 10 pm) Time of Event: _____

The rental amount to be paid by RENTERS is COST OF RENTAL PLUS DAMAGE DEPOSIT (includes the \$1,000 damage deposit).

3. RULES. RENTERS hereby accept and agree to abide by the Mountain Garden and Ted Scheske Town Park rules attached hereto as Exhibit A and made a part hereof.

4. INDEMNIFICATION. RENTERS hereby agree to indemnify and hold harmless the TOWN from and against any liability, cost, or expense, including reasonable attorney's fees, for any claims of injury to RENTERS, their guests and invitees, or any other person which are occasioned by or in any way contributed to by the consumption of alcohol by RENTERS, their guests and invitees. It is the intention of the parties that RENTERS shall bear all liability associated with the distribution and consumption of alcohol upon the premises during the foregoing event.

5. DEPOSIT/CANCELLATION POLICIES - A 50% deposit of the total due including the refundable damage deposit is due within seven (7) days of receipt of the agreement. Pavilion/Wedding Garden deposits are NON-REFUNDABLE once received unless your date is rebooked. Final payment is due 60 days prior to your Wedding. If payment is not received 60 days prior to your wedding your reservation will automatically be canceled and there will be no refund of any monies received.

RENTERS:

Name
E-mail
Phone

Name
E-mail
Phone

TOWN OF MT. CRESTED BUTTE

By _____
Rebecca Gagne
Event Coordinator
PO Box 5800
Mt. Crested Butte, CO 81225
970-349-6632
rgagne@mtcrestedbuttecolorado.us

Payment and Cancellation Information

Initial Deposit of **HALF OF TOTAL OWED** is due on or before **SEVEN DAYS FROM THIS CONTRACT DATE**. _____ (initials)

Final deposit of **HALF OF TOTAL OWED** is due on or before **60 DAYS BEFORE YOUR RESERVATION DATE**. If the Town of Mt. Crested Butte does not receive your final on or before that date, your reservation will automatically be canceled. _____ (initials)

If you pay your initial deposit of **HALF OF TOTAL OWED** and cancel your reservation before **60 DAYS BEFORE YOUR RESERVATION DATE**, you will only be refunded \$500 unless your date is rebooked. If you decide to change your reservation date, you must do so before **60 DAYS BEFORE YOUR RESERVATION DATE**. If you change your date less than 60 days before your wedding it will be viewed as a cancellation in which you will only be refunded \$500 and be required to pay in full for a new date. _____ (initials)

If you pay your full deposit of **TOTAL OWED** and cancel your reservation before **60 DAYS BEFORE YOUR RESERVATION DATE**, you will only be refunded \$1,000 unless your date is rebooked. If you decide to change your reservation date, you must do so before **60 DAYS BEFORE YOUR RESERVATION DATE**. If you change your date less than 60 days before your wedding it will be viewed as a cancellation in which you will only be refunded \$1,000 and be required to pay in full for a new date. _____ (initials)

To make your deposit and/or final payments, you can pay the following ways:

Online at: www.invoicecloud.com/mtcrestedbutteco and click on "Wedding Garden Fees"

Send a check to (must be received before due date):

Town of Mt. Crested Butte
PO Box 5800
Crested Butte, CO 81225

Drop of check to: Town Hall at 911 Gothic Rd., Mt. Crested Butte, CO 81225 (must be received before due date).

Exhibit A

Mountain Wedding Garden/Pavilion Rules

Rules & Regulations for Vendors & Renters:

1. A refundable damage deposit of \$1,000 is charged to renters for each event.
2. Persons renting the Mountain Garden or Pavilion are responsible for all damages to property and injury to persons. The \$1,000 refundable damage/clean-up deposit shall be returned 30 days after the event as long as all rules outlined in this contract have been followed. The Pavilion, Wedding Garden, and restrooms will be inspected at the end of the day after the event by the inspection officer, which will determine if the deposit will be refunded.
3. Additional work, clean-up, and/or repairs that must be done in order to get the event space ready will result in a \$150-an-hour fee and can be charged in excess of the \$1,000 refundable damage deposit.
4. A 50% non-refundable deposit is required within seven (7) days after receipt of the contract and should be made payable to: Town of Mt. Crested Butte, PO Box 5800, Mt. Crested Butte, CO 81225 or deliver to 911 Gothic Rd, Mt. Crested Butte, CO. The remainder of the rental fee and damage deposit is due to the Town 60 days prior to the date of the reservation. The damage deposit shall be returned within 30 days after the wedding if no damage has occurred.
5. **Renters are required to share these rules and regulations with all vendors** you hire or work with—if these rules are not followed, it will result in renters not receiving their damage deposit refund.
6. Mountain Garden ONLY reservations provide exclusive use of the Garden to the wedding party for three (3) hours. Arrival before 9:00 A.M. is strictly prohibited. Arrival before 9:00 A.M. will result in an additional charge of a minimum of \$500.
7. Mountain Garden ONLY reservations include access to the Pavilion in case of rain for two (2) hours during the time of your scheduled wedding.
8. Pavilion ONLY reservations provide exclusive use of the Pavilion to the wedding party for the day of the reservation from 9:00 A.M. to 10:00 P.M. Arrival before 9:00 A.M. is strictly prohibited. Arrival before 9:00 A.M. will result in an additional charge of a minimum of \$500.
9. Pavilion AND Mountain Garden reservations provide exclusive use of the Pavilion AND Mountain Garden to the wedding party for the day of the reservation from 9:00 A.M. to 10:00 P.M. Arrival before 9:00 A.M. is strictly prohibited. Arrival before 9:00 A.M. will result in an additional charge of a minimum of \$500.
10. Please be aware, there can be other events in the pavilion (unless reserved), park, or tennis courts at the same time as your rental.
11. If you are renting the wedding garden and pavilion for the entire day, a maximum of 125 guests

are allowed. If you are renting the Wedding Garden only, a maximum of 200 guests are allowed. If we find that your group size exceeds the maximum for either space, you will be fined up to \$1,000 and the town of Mt. Crested Butte police have the right to stop your event.

12. We allow all wedding parties to conduct a 30-minute rehearsal/walk-through in the wedding garden area from 9-10 a.m. the day before their wedding. No access to the pavilion or additional activities are permitted during rehearsal.
13. Rental of the Wedding Garden and/or the Pavilion includes the use of 18 eight-foot tables and 125 white resin chairs. You are responsible for the set-up and takedown of these tables and chairs.
14. Town Hall is located next to the venue. Wedding parties and guests are not allowed to use town hall space to wait out the rain, gather inside or use the restrooms inside. Staff and police officers utilize this as their office and working space—it is not to be used by wedding parties and guests.
15. The Town of Mt. Crested Butte provides two restrooms on the backside of the Town Hall building and all necessary restroom supplies.
16. There are no changing rooms available. **DO NOT change clothes in the parking lot.** Please either arrive dressed for the wedding or use our bathrooms to change in.
17. Bands and amplified music are permitted in the Pavilion until 10:00 P.M. Please be considerate of the neighbors. Police Officers are empowered to enforce a reasonable noise level. **All music must be turned off at 10:00 P.M. and the event must end at 10:00 P.M.** Failure to end the event at 10:00 P.M. will result in the loss of the full damage deposit.
18. The venue is in a residential neighborhood. When playing music please be respectful of the neighbors because music/noise does carry with the wind and does bounce off the mountains. If the event is too loud the police department will shut down the event and the damage deposit may not be refunded.
19. Alcoholic beverages are permitted. Serving alcohol shall be in accordance with the liquor code of Colorado. Cash bars are strictly prohibited. Renters shall indemnify and hold the Town of Mt. Crested Butte harmless for any injuries or damages resulting from alcohol consumption.
20. Catering firms and any vendors delivering product on site (i.e. florals, cakes, etc.) are obligated to pay the town's 5% sales tax to the Town of Mt. Crested Butte on any product or food and beverages prepared at and/or delivered to the event. Arrangements to obtain a sales tax license and remit the sales tax due can be made with the Mt. Crested Butte Finance Department at 970-349-6632 or by e-mailing Finance@mtcb.colroadogov
21. Cooking on the brick patio surrounding the Pavilion is strictly prohibited.
22. If the grill is used, charcoal ashes **MUST** be left in the grill to cool down. The Parks Department will discard them at a later time.

23. Parking is available in the dirt parking lot below the Pavilion (approx. 20 spots), and on Gothic Rd. at the south end of the park (6 spots). Overflow parking should be along the west side of Gothic Road (the park and Town Hall side of Gothic Road). Shuttling, carpooling, riding bikes, and walking to the venue are encouraged.
24. Parking at the Town Hall Parking Lot (paved lot above the garden) is strictly prohibited.
25. Vehicles can remain in the dirt lot overnight, but must be removed by 7 am, otherwise they will be towed. Vehicles parked along the road or in the Gothic Road spots must be moved by 10 pm day of event, otherwise they will be towed.
26. There is a dumpster and recycling center below the Pavilion where all trash and recycling from the Pavilion will need to be discarded at the end of the event.
27. If recycling is cross-contaminated, we have to trash it—please make sure to follow the guidelines of our recycling outlined on the recycling containers. Failure to do so will result in loss of damage deposit.
28. The flagstone in the aisles and wedding circle are uneven. The wedding party and guests should consider this when planning proper footwear.
29. Do not throw rice, confetti, or birdseed. Throwing of flower petals is allowed, but they **MUST** be picked up and discarded. **Sparklers are strictly prohibited.**
30. Tossing flower petals is allowed but they must be cleaned up after the event. Failure to do so will result in being charged for the extra time our cleaning crews take to pick them up at \$150/hr.
31. We do not allow open fires such as sparklers or fire pits at the venue. All candles must be contained in votives or glass containers.
32. Do not remove or move any flower containers from their original location.
33. Food, drink, and tents are strictly prohibited in the wedding garden area—those activities are reserved for the pavilion area only due to irrigation lines in the garden and problems with rodents, animals, and bugs from having food and sweet beverages being either spilled or dumped in the garden area.
34. Burros and horses are allowed at the venue but are only allowed on the paths and are not allowed in the garden area due to their hooves and the damage they can create in our garden area.
35. **We do not allow the use of stakes (tent, arch, etc.) whatsoever throughout the entire venue due to our irrigation lines.** It is up to you or your vendor to secure tie-downs, concrete buckets, etc. to make sure these items stay down without staking them. The venue provides permanent

anchors at the front of the pavilion (past the pavers) for large tents to be placed off the front of the pavilion. If any staking has been done, it will result in **RENTERS** losing their \$1,000 damage deposit plus any additional costs to fix irrigation lines. If you have questions about staking, please call (970) 349-6632, ext. 6.

- 36. We do not allow you to secure tie-downs for your tents to the pavilion structure which includes stair railings, pavilion posts, pavilion rafters or any other type of permanent structure in the venue due to the damage the tie-downs cause. If you have questions about securing tie-downs please call (970) 349-6632, ext. 6.
- 37. Event materials must be picked up by 7 am the next day if they are not taken the night of and if the rental materials are being left overnight, they must be placed in the dirt parking lot **NOT BLOCKING THE TRASH OR RECYCLING DUMPSTERS.**

To receive the damage deposit refund, the following must be completed:

- a) Return all tables, chairs and items to their correct storage locations (stacked the way they were originally).
- b) Remove any directional signs, banners, and decorations from both the Garden and the Pavilion.
- c) Pick up and discard in the dumpster all trash in and around the Pavilion and Wedding Garden including garbage from the trash cans, flower petals, flower decorations, and cocktail fixings such as lemons, limes, etc.
- d) Ensure the recycling bin is only filled with bottles and cans. No food, paper plates, garbage, cups, boxes, etc.
- e) Ensure there is no damage to the property, including the restrooms.
- f) The Parks Department will clean the restrooms after the event but if they are excessively dirty you risk not receiving your damage deposit refund.
- g) All clean-up, including the removal of tents, dance floors, rented items, etc., must be completed/removed by 7:00 A.M. the next morning. If anything is left after 7:00 A.M., the Mt. Crested Butte Parks Department will remove any items left and place them next to the dumpster. Any excessive cleaning the Parks Department has to perform will result in not receiving your damage deposit refund.

I acknowledge that I have read the above, will share these with all vendors and will follow the rules and regulations of the venue set forth above.

Signature

Date

Signature

Date