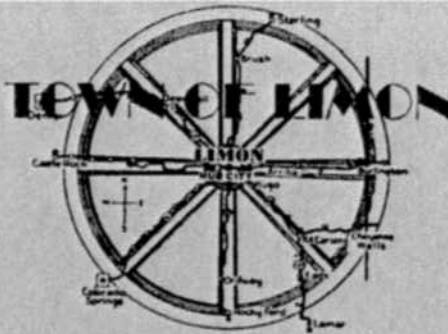


OFFICERS

Julie Coonts, Mayor
Chris Snyder, Clerk, Treasurer
Dave Stone, Town Manager
Joe Kiely, Assistant Manager
Lynn Yowell, Chief of Police

100 Civic Center Drive
P.O. Box 9
Limon, CO 80828
719-775-2346 Fax 719-775-9073

**TRUSTEES**

Jim Andersen
Linda Hawthorne
Jack Hendricks
Mike Kelly
Del Beattie

Limon Community Building Facility Use Application

Rental Date(s): _____ Time: _____

Applicant's Name: _____

Address: _____

City: _____ State: _____ Zip code: _____

Contact Phone Number _____

Type of Use: _____

Organization: (if applicable): _____

Rooms Rented: North South Kitchen Time: _____

Town Use Only:

Rental Fee: \$ _____ Paid: Y N Deposit: _____ Paid: Y N

Liquor: Y N

Key: Y N Color: _____

Rental Agreement. Please read carefully.

In consideration for being permitted to use the Community Building, the *Lessee* agrees to indemnify and hold harmless the Town, its officers, employees, and insurers from and against all liability, claims and demands, which are incurred, made, brought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arises out of or are in any manner connected with the use of the Community Building, whether any such liability, claims and demands results from the act, omission, negligence, or other fault on the part of the Town, its officers, its employees, or from any cause whatsoever. Also, I acknowledge that I have received a copy of the Community Building policies on use and rental fees and that I have read and understand all policies.

Signature of Applicant: _____ Date: _____

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TRUSTEES

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Greg King
Del Beattie

Limon Community Building 477 D Avenue Lease Agreement and Policy

The Building must be reserved at least 5 days prior to the rental date. The Lessee must complete an application and return an agreement prior to the reservation being recorded.

In case of a disaster (blizzard, tornado, etc.) the Building may be used as a Public Shelter and all prior agreements will be canceled at the Town Official's discretion. All rental fees will be refunded in full and the Town of Limon will not be responsible for any inconvenience, loss or damage incurred by *the Lessee*.

Rental fees are required to be paid in full at the time the reservation is made. The *Lessee* must adhere to the dates and times reserved for usage, including setup and dismantling. Any additional time used will be deducted from the damage deposit according to the rental fee structure and may cause a usage conflict with other *Lessees*. Refunds will be made for cancellations if notice is given 48 hours before use time (except in the event of emergencies).

Damage deposits shall be required from all *Lessees* at the time the key is checked out. Damage deposits will not be charged to local non-profit and government groups or entities that frequently use the facility approved by the Public Works Director. Refunds of the damage deposit will be made two business days after the rental, with acceptable checkout.

The *Lessee* using the Building is legally and financially responsible for any and all damages incurred while under their use. In the event should damages occur, the cost of repair or replacement will first be deducted from the deposit. Should the damages and costs exceed the deposit, *the Lessee* agrees to reimburse the Town for the excess within 30 days from the date of a statement therefore. The Town reserves the right to cancel or deny any further rental/use agreements with said individual and/or groups.

The Lessee using the Building is responsible for the behavior and actions of guests and children. Rooms used must be left clean and in the same arrangement as prior to being used *by Lessee*. This includes restrooms, counters, equipment, and chairs and tables returned to their proper places. Trash is to be removed from the premises by the Lessee or \$20.00 will be retained from the damage deposit.

Music and noise must be kept at a reasonable level at all times. Should complaints be received, the Police Department may immediately revoke the privileges of the *Lessee's* continued use of the facility with or without warning and without refund of the rental fee.

No unauthorized animals are allowed in the Community Building, only those trained as hearing and sight assistance dogs are allowed.

Limon Community Building
477 D Avenue
Lease Agreement and Policy
Page 2

The Building is designated a "Non-Smoking" building. Failure to follow this rule will result in loss of damage deposit and may result in revoking the privileges of the *Lessee's* continued use of the facility with or without warning and without refund of the rental fee

The Town reserves the right to enter the premises at any time to review the Lessee's actions, adherence to policy, or for any other reasonable purpose.

The Town of Limon and its officers and employees will not be liable or responsible for any injury, accident, loss or damage to any person or to any property of any person arising out of *Lessee's* use of the Building.

Cleaning fees in excess of 1/2 hour per use will be deducted from the deposit at a rate of \$25 per hour.

A \$50 fee will be assessed for the loss of the key. Duplication of the keys is strictly prohibited.

Lessee must notify the Town Hall during work hours, Monday to Friday, 8 a.m. to 5 p.m., or the Police Department after hours at 775-9211, of damage immediately upon noticing such prior existing condition, which in no circumstance can be any later than 1/2 hour of initiation of rental period. Otherwise, the condition of the building is deemed acceptable by the Lessee.

IN WITNESS WHEREOF, this Agreement is executed this _____ day of _____, 20____.

ATTEST: TOWN OF LIMON

LESSEE

Personal / Family use	Rates per Room	Business Use	Rates per Room
Less than 4 hours	\$20.00	Less than 4 hours	\$35.00
W/ Kitchen	\$30.00	W/ Kitchen	\$45.00
4 – 7.5 hours	\$35.00	4 – 7.5 hours	\$60.00
W/ Kitchen	\$45.00	W/ Kitchen	\$80.00
8 – 24 hours	\$50.00	8 – 24 hours	\$90.00
W/ Kitchen	\$70.00	W/ Kitchen	\$110.00

Damage/Cleaning Deposit: \$50 per room. Double for presence of alcohol. Each of the Rooms are considered individual rooms North side, Southside, and Kitchen.

