

Town of Hot Sulphur Springs

C O L O R A D O

TOWN PROPERTY USE AGREEMENT PER TOWN CODE

7-3-1: PRIORITY USE OF TOWN HALL. The Town, as greater holder in deed of the Town Hall, and the Hot Sulphur Springs/Parshall Fire Protection District Number Three as the lesser holder in the deed of the Town Hall, shall, in every case, have first rights to the use of the Town Hall, and no individual, group or entity shall ever have the right to displace or attempt to displace any event, function or activity of the Town or the Fire District. Within the meaning of "event, function or activity", as used above, shall specifically be included all meetings, gatherings, hearings, fund-raising events and all activities to properly maintain and repair the interior and the exterior of the building. Regardless of any agreement to the contrary, the Town may, at any time, cancel outside or general public usage of the Town Hall in order to use the Town Hall for its own event, function or activity.

7-3-2: CONDITIONS OF PUBLIC USE. Any individual, group or entity (whether public or private) may be permitted to use the Town Hall subject to the following conditions:

- (A) The Town Hall is not needed by the Town or by the Fire Protection District, as set forth by Section 7-3-1 of this Chapter. (Res. 1986-6, 11-20-86)
- (B) The individual has contacted the Town Clerk/Treasurer in person to explain the function and activity involved, time Town Hall will be used, and who will be responsible for clean-up. If any fundraisers or events leading to monetary gain are planned, then they must pass the review and approval of the Town Board.
- (C) The Clerk/Treasurer has approved such use.
- (D) The user has signed a written agreement concerning use of the Town Hall.

7-3-3: RESPONSIBILITIES OF USER. All users shall be responsible for any and all damage to the Town Hall and its furnishings caused by them or their invitees and shall indemnify and hold harmless the Town from any and all claims arising out of their use of the premises, and further, all users shall be responsible for cleaning the premises after use and for the disposal of all trash or other solid waste accumulated on the premises as a result of the user thereof.

All users shall pay the following charges, if applicable, as set forth below:

- (A) If the premises are not restored to satisfactory condition, to be determined by the Board of Trustees, the user will be billed for such expenses and is expected to pay the bill within ten (10) days.
- (B) If, upon billing, the user fails to pay the costs incurred by the Town, the user shall be responsible for paying all of the Town's costs and attorney's fees incurred in collecting such costs.
- (C) No user shall leave any supplies, equipment or projects on the premises. The Town shall not be held responsible for the damage to or loss of any such supplies, equipment or projects left on the premises.
- (D) Upon scheduled usage and signing of the use agreement, the key to the Town Hall will be issued by the Clerk/Treasurer or a Board Member. The key will be returned immediately after use by putting the key in the payment slot in the front door after locking the front door or by giving it in person to the Clerk/Treasurer or Board Member.
- (E) If after usage, it has been determined that the Town Hall was left in an unsatisfactory condition, the Town Board reserves the right to forbid future use of the Town Hall to the person and/or organization responsible.

7-3-4: USER'S STATEMENT. A true and full copy of this Chapter, when acknowledged by the user below, shall serve as the agreement between the Town and the user.

USER'S STATEMENT

I have read and I understand and accept the terms and conditions of Title 7, Chapter 3 of the Town Code. I hold harmless the Town of Hot Sulphur Springs from any and all claims arising out of the use of the Town Hall. I know that I am responsible for the condition of the premises and all furnishings within, and will pay for all damages caused by me or my invitees.

SIGNATURE OF USER

DATE:

PLEASE FILL OUT INFORMATION ON BACK

513 Aspen Street • PO Box 116 • Hot Sulphur Springs, CO 80451
Phone (970) 725-3933 • Fax (970) 725-3443

Town of Hot Sulphur Springs

C O L O R A D O

NAME: _____

MAILING ADDRESS:

REQUESTING USE OF:

DATE(S): _____ TIME: _____

PURPOSE OF USE: _____

IF ONGOING ACTIVITY PLEASE NOTE: _____

1ST STARTING DATE: _____

LAST DATE: _____

NAME OF PERSON KEY ISSUED TO: _____

ADDRESS: _____

PHONE #: _____

KEY CHECKED OUT BY: _____ DATE: _____ KEY # _____

KEY RETURNED TO: _____ DATE: _____ KEY # _____

TOWN OF HOT SULPHUR SPRINGS REQUIRES A \$50.00 DEPOSIT AND \$25.00 USE FEE PER DAY

TOWN CLERK