



OFFICE USE ONLY
 Deposit ☐
 Balance Due ☐
 Misc Items ☐
 Damage Deposit ☐
 DD Returned ☐

Rental Agreement

This AGREEMENT is entered into this day of , by and between the “Town” Town of Silverthorne, Colorado, a municipal corporation and (hereinafter referred to as the “User”) for the use of the Silverthorne Town Pavilion. For the purposes of this Agreement, the term “Coordinator” shall mean and refer to the Town of Silverthorne Pavilion Coordinator or the Coordinator’s superior, the Town of Silverthorne Recreation and Culture Director.

1. User Information:

Name of User:	Phone: Email:
Physical Address:	Mailing Address:
Primary Logistic Contact:	Phone: Email:
Event Day Contact:	Phone: Email:

2. Type of User:

- ☐ Corporation ☐ Non-profit
☐ Individual ☐ Partnership ☐ Other (Specify:)

User must be 21 years of age or older to rent the Pavilion.

3. Premises:

In consideration of the performance by User of the covenants and obligations of this Agreement, revocable and limited permission is hereby granted to User to use and occupy the following portions of the Silverthorne Pavilion on the following date(s), time(s) and for the following purpose(s):

Description of Event: **Rental Type:**

Date(s) and Time(s) for Set-up:

Date(s) and Time(s) of Event:

Date(s) and Time(s) for Tear Down:

Estimated Attendance: * *Maximum capacity for entire building cannot exceed 450*

- ☐ Main Hall/Auditorium ☐ Lobby and Sitting Room ☐ Break Out
Firecode Capacity: 450 Persons
☐ Stage ☐ Patio ☐ Mezzanine Deck ☐ Bar/Ticket Counter ☐ Kitchen

The Premises may not be used pursuant to this Agreement for any other event or on any other date or time. The Town does not guarantee that the User will be the sole occupant of the Pavilion on this date during this time, unless User reserves the entire building. The Town reserves the right to give tours of the Pavilion at the Coordinator's discretion during the Event Set-up time.

4. Invoice Worksheet: User shall pay the Town the following fees and charges:

Silverthorne Pavilion Invoice		Original Invoice Date:
User:		Date Updated:
Address:		TOS Fed ID: 84-059-4440
Rental Type: Setup: Event: Teardown: Attendance:		

	RENTAL FEE/REFUNDABLE DAMAGE DEPOSIT	Due Date		TOTAL
	Reservation Deposit (same as refundable damage deposit. Due upon execution of this Agreement)			\$
	Site Fee (Due no less than 30 and no more than 45 days prior to event)			\$
BOX A) Deposit + Site Fee TOTAL				\$

QTY	MISC. SERVICE/EQUIPMENT FEES		UNIT	TOTAL
	Canopy of white lights		\$ 250.00	\$
	Coffee Supplies		\$ 15.00	\$
	LCD Projector		\$ 250.00	\$
	Marquee Sign		\$ 30.00	\$
	Microphone		\$ 20.00	\$
	Portable Sound System (outdoor use)		\$ 100.00	\$
	Screen		\$ 20.00	\$
	Technical assistance w/light/sound, per hour		\$ 62.50	\$
	TV/DVD		\$ 50.00	\$
	Additional hour		\$ 250.00	\$
	Indoor rehearsal, per hour		\$ 250.00	\$
BOX B) MISC. FEE TOTAL				\$

PAYMENT DETAILS	
<input type="checkbox"/> Check	<input type="checkbox"/> CC <input type="checkbox"/> Cash
Name on Card:	
CC#:	
Billing Address:	
Last 3 digits on back:	Expiration date:

TOTAL FEES:	\$
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***All remaining fees are due on**

5. Payment of Fees:

The balance of the facility fee (less the reservation deposit), any additional service or equipment rental fees (e.g. kitchen) and the damage deposit are due on ____. Please note that we cannot accept final payment sooner than 30 days before your event.

The **damage deposit** will be returned, without interest, within 30 days after completion of User's use of the Premises and Pavilion Bar Service balance has been paid in full. The Town has the right to deduct from the damage deposit for losses sustained or amounts owed by the User pursuant to this Agreement. User understands that should illegal presence, consumption or littering of alcoholic beverages occur on the Pavilion premises during the User's event by User or guests, the full amount of the User's Damage Deposit will be forfeited to the Town. See **Exhibit A: "Rental Check List for Damage Deposit Return."**

6. Termination:

User may terminate this Agreement by giving written notice to the Town not less than one hundred eighty (180) days in advance of the commencement of User's event and shall be entitled to a full refund of site and amenities fees and deposits paid. If User terminates this Agreement less than one hundred eighty (180) days before event, User shall forfeit the **reservation deposit** paid, and shall be held liable for all outstanding site and amenities fees as contracted.

7. Bookings:

The User may, subject to availability, continued eligibility, and the Town's right to impose rules and regulations on the reservation and use of the Pavilion, reserve the Pavilion for dates not in excess of one (1) year in advance of the date of making such reservation. Notwithstanding the above, the Town may, in its sole and exclusive discretion, reserve the Pavilion for Town events for any date in advance.

8. Pre-Event Activities:

Dress Rehearsals (2 hours or less) must be scheduled with Pavilion staff 30 days in advance of the Event date, and are required to end at least two hours prior to scheduled event. User understands that furniture may be set for another event during a dress rehearsal, and agrees not to move or disrupt the furniture or décor being used by a scheduled event.

Users are entitled to three planning meetings at no expense with the Pavilion Special Events Assistant or Pavilion Coordinator. Additional meetings will be charged a fee of \$100 per hour.

9. Indemnification:

User agrees to indemnify and hold the Town, its officers, representatives, employees, agents, assigns and self – insurance pool harmless from and against claims, causes of actions, damages, liability, loss or costs (including reasonable attorney's fees) of every kind and nature whatsoever, which directly or proximately result from or which are caused by any act or omission of the User or any of its officers, agents, employees, representatives, assigns, guests, patrons or invitees, or by their use or occupation of the Premises pursuant to the Agreement.

10. Insurance ☐ Required ☐ Not required

User shall maintain, at its expense, public liability and property damage insurance in full force and effect during User's use and occupation of the Premises. The Town of Silverthorne shall be named as an additional insured under such insurance policy. Said policy shall contain not less than Six Hundred Thousand (\$600,000) combined single limit coverage for bodily injury and property damage. The policy shall contain a standard cross liability endorsement and shall provide that the

policy shall not be canceled prior to the termination of this Agreement or ten (10) days after the Town's receipt of written notice of such cancellation. Not less than thirty (30) days prior to the User's event, User shall furnish Town with a copy of said policy of insurance showing such insurance to be in full force and effect during the term of this Agreement, along with a certificate or endorsement showing the Town as an additional name insured.

11. Weather Contingency:

The Silverthorne Pavilion will honor a weather contingency for weddings within the same week of the contracted event date. The new date is subject to availability and staffing considerations of the facility at that time. A new "contingency" date can not be planned in advance of the contracted event date. Staff will evaluate the contingency date based on considerations such as massive flight cancellations, airport and highway closures. Approval of weather contingency shall be at the Town's sole discretion.

12. Rates: Rates are subject to review and change annually.

Discounts listed below may not be combined with any other discounts offered by the Town. Discounts will be given based on residency of the individual signing this agreement. Discounts to organizations will be given based on the physical address for the organization's headquarters, or the post office box location if the organization does not have a physical location. Discounts apply [**only**] to rental fees; not to any service fee or staff hourly fee. Blackout dates do apply. No discounts applied on Saturdays in May, October and December and Fridays, Saturdays and Sundays June – September.

- ☐ Not for Profit organizations are eligible for a 50% discount. In order to qualify for a non-profit discount, evidence of non-profit status must be presented to the Pavilion Coordinator. Such evidence may include 501(c)3 letter from the IRS or Colorado non-profit certification. The non-profit discount may not be combined with any other discount offered by the Town. Every August, The Town of Silverthorne accepts applications from non-profits for free use of the Silverthorne Pavilion for the following year. Please contact the Pavilion Coordinator for deadline information.
- ☐ **Residents of the Town of Silverthorne are eligible for a 15% discount** providing the User can show proof of residency. Residents of Wildernest, Ptarmigan, South Forty, Hamilton Creek, Ruby Ranch & other unincorporated areas will receive "Summit County" rates.
- ☐ **Residents of Summit County are eligible for a 10% discount** providing the User can show proof of residency.
- ☐ **Government entities are eligible for a 50% discount** providing the User can show proof of being a government agency.
- ☐ **Town of Silverthorne employees may receive a discount.** Please contact the Pavilion Coordinator for details.
- ☐ **Other:**

Acceptable forms of proof of residency include: Colorado Drivers License with Silverthorne or Summit County address; Colorado ID card with Silverthorne or Summit County address; Lease or Deed to Home with Summit or Silverthorne address, Summit County property tax receipt. Utility bills are also acceptable, providing the bill has a service address on it.

Any rental on a Town of Silverthorne holiday is subject to a double rate and no discounts may be applied. Only the Coordinator may make exceptions to this policy.

13. Expiration of Authorization:

Immediately upon the expiration of the User's authorization to use the Premises, User shall forthwith and without further notice or demand redeliver possession of the Premises to the Town. With the exception of ordinary wear and tear, possession of the Premises shall be redelivered to the Town in good and clean condition and repair as before User's use thereof. User shall be responsible for any damage occurring to or about the Premises, or any of the Town's property located within the Premises, which arises from or during use of the Premises. In the event that any such damage is not covered by insurance User shall pay the Town for such damages within ten (10) days after the receipt of the Town's invoice itemizing the damage. The Town reserves the right to deduct any damage claims resulting from the User's occupancy/event from the User's Damage Deposit. User may not reserve or use the Silverthorne Pavilion for any future event until all damage claims have been paid.

Rental and caterer items, including – but not limited to - linens, chair covers, kitchen equipment, service items, sound equipment and decorations cannot be stored at the Pavilion overnight. All items are to be evacuated from the Premises at the direct conclusion of the event unless otherwise agreed to by the Coordinator in advance. Failure to comply will result in forfeiture of the Damage Deposit.

14. Assignment:

No assignment of User's rights under this Agreement shall be made by User without the prior written consent of the Coordinator, which consent may be withheld in the Coordinator's sole and absolute discretion.

15. Food and Beverages:

- (A) Food and beverage service and consumption on the Premises must be in accordance with the Silverthorne Pavilion Rules and Regulations and those of the Town, county, state and federal authorities. All caterers must possess a state health license and a Silverthorne business license in order to do business in the Town of Silverthorne. Proof must be submitted to the Pavilion Coordinator upon request.
- (B) Arrangements for food and non-alcoholic beverage service shall be the responsibility of User and may be made with the User's concessionaire of choice.
- (C) Alcoholic beverage service at the Pavilion, if desired, must be arranged by User in advance. No alcoholic beverages may be served or consumed on the Premises except that served by Pavilion Staff. User understands that should illegal presence, consumption or littering of alcoholic beverages occur on the Pavilion premises during the User's event by User or guests, the full amount of the User's Damage Deposit will be forfeited to the Town for violation of state and local liquor laws. **See Exhibit C: "Pavilion Liquor Service Agreement."**

16. Sales and Concession Requirement:

- (A) All tickets sold for events at the Pavilion shall be printed and sold by the User, unless otherwise agreed to by the Coordinator.
- (B) The number of tickets printed and sold may not exceed 300/Banquet or 400/Theater, which is the capacity of the Pavilion.
- (C) The User hereby assigns, transfers and sets over from any funds in possession of the ticket sellers sufficient funds to pay to the Town any sums due the Town pursuant to the terms of this Agreement.

17. Pre-Event Requirements:

At least thirty (30) days prior to the event, User shall file with the Pavilion staff a full and detailed description of all facilities required including table and chair set up, entertainment, services, equipment and food service needs.

18. Security:

To preserve the integrity of your event, the Pavilion Security Review Committee (comprised of the Pavilion Coordinator, Recreation & Culture Director and Chief of Police) evaluates all events to set security requirements. Please complete the checklist on **Exhibit D** and return to the Pavilion Coordinator or the Pavilion Events Assistant no less than 30 days prior to your event.

19. Pavilion Setup

With the exception of not-for-profit, government and Town employee rentals, Pavilion staff is responsible for setup and takedown of Town owned equipment including but not limited to tables and chairs based on floor plan provided to Pavilion Staff by User no less than two weeks prior to event date. User is responsible for all decorations according to attached policies. We are not responsible for setting tables with linens, silverware, china, or any items related to food service. Pavilion staff is not responsible for assembling centerpieces. Any centerpiece materials being borrowed from the Pavilion by the User will be staged on a cart in the main hall.

Not-for-profit organizations, government entities and employees renting the Pavilion and receiving a discount are responsible for setup and takedown of all equipment.

Pavilion staff is responsible for overseeing and leading the turn of the room, but expect the catering staff and/or volunteers to assist us in any situation. If the amount of work to turn the room place, decorations, chair covers, etc. exceeds the ability of the one attendant assigned to staff the event, the Town reserves the right to charge \$100 per hour to pay for additional staffing if sufficient assistance is not provided by the User. The Town will guarantee a turn of 120 guests or less in one hour time only if it has the assistance of the catering staff. It is the User's responsibility to notify the caterer of the need for their assistance well in advance of the event date. If the caterer is unwilling or unable to assist with the turn, the Pavilion Coordinator will require that the User either recruits volunteers to assist, or hires additional Pavilion staff (at cost to the User).

20. Additional Conditions:

- a. The Town of Silverthorne is not responsible for lost, stolen, or damaged items.
- b. Fog and smoke machines may not be used.
- c. Rice and *Designer Heart Rice* may not be thrown.
- d. All decorations must be constructed of fire retardant materials.
- e. Glitter of any kind is not permitted.

21. Entire Agreement; Jurisdiction; Attorney's Fees:

This Agreement embodies the entire agreement between the parties. No change or modification of any of its terms or conditions is valid unless in writing executed by the parties. Any provisions of this Agreement rendered void by operation of law shall not invalidate the remainder of this Agreement to the extent allowed by the law. In the event of default, the defaulting party shall be liable for all costs and reasonable attorney's fees on the non-defaulting party incurred because of default.

22. Default:

Should the User default in the performance of any of the terms and conditions of this Agreement, the Town, at its sole election, may forthwith and without prior notice to User, terminate this Agreement and User's right of possession and use of the Premises pursuant hereto. In the event of such termination, User shall be liable for all costs and damages incurred by the Town as a result of the

default, together with the Town's reasonable attorney's fees. In addition, the User shall be liable for the full amount of rental fee and any reservation deposit shall be retained by the Town.

23. Occupancy Interruption:

Should the Pavilion be destroyed or damaged, other than through the fault of User and prior to the scheduled event, to such an extent that the damage substantially interferes with the use of the Premises by User pursuant to this Agreement, or should a strike, public emergency, or other unforeseen occurrence beyond the control of the Town prevent the User from using said facilities, then the Town shall have the right to terminate this Agreement and the Town shall not be liable to User for any damages or costs incurred by User as a result of this termination. The Town shall only be liable to User for charges due for the Premises, which occurred prior to the time of such termination. The User will be released from future obligations for use of the Premises.

24. Pavilion Policies & Exhibits: By entering this Agreement, User is responsible for reading and complying with all "Pavilion Policies," including those directly addressed in this Agreement, and those found in the "Pavilion Policies" handbook. The following Exhibits, if checked, are made part of this Agreement:

- ☐ Exhibit A: Rental Check List for Damage Deposit Return
- ☐ Exhibit B: Silverthorne Pavilion Kitchen Instructions
- ☐ Exhibit C: Liquor Service Policy
- ☐ Exhibit D: Silverthorne Pavilion Security Guidelines
- ☐ Exhibit E: Town of Silverthorne "Zero Tolerance" Policy
- ☐ Exhibit F: Recommended Volunteer Staff (if not using caterer)


25. Notices:

Any notice required or allowed to be given pursuant to this Agreement shall be delivered to the Parties, either personally or by United States mail, first-class postage prepaid, to the following addresses:

Town of Silverthorne
Attention Pavilion
PO Box 1309
Silverthorne, CO 80498

User Name:
User Address _____
Tax ID Number: _____

IN WITNESS WHEREOF, the parties enter into this Agreement on this day of , .

Signed: _____  Signed: _____

Pavilion Staff Member **User Name:**
Date: _____ **Date:** _____

EXHIBIT A

Silverthorne Pavilion Rental Check List for Damage Deposit Return

Following rentals, all rooms used by User will be thoroughly checked by Pavilion Staff. Damage will be assessed by the Pavilion maintenance team and the Pavilion Coordinator on the business day following the event. User will be notified via email or standard mail of any infractions not identified by the Pavilion staff member on duty during the Event. Any infraction of the Agreement or Pavilion Policies may result in a portion or all of damage deposit being retained by the Town. User agrees to reimburse the Town of Silverthorne for any cost that exceeds the damage deposit. Signing of this document does not release User from these obligations.

 Please Sign that you have read and understood this exhibit:

User: Date : _____

	Scheduled	Actual Usage	Notes
Time Deliveries/Set-Up began			
Time Clean-up Ended			
Approximate Number of Guests			
Check List:	Acceptable	Unacceptable	Notes:
Tables & Chairs Clean/Undamaged			
Decorations Removed			
Trash Bagged & Placed in Dumpster			
Spills Mopped/Floor Clean			
Other Renter Equipment Removed			
Pavilion Equipment intact (Furnishings, Lamps Etc.)			
Bathrooms show no obvious wear or filth			
Patio and Balcony furniture clean/undamaged			
Fireplace clean/undamaged			
Grassy area clean/undamaged			
Lobby & Mezzanine clean			
Elevator Clean			
Equipment Rented: (TV, Podium, microphone, etc.)			
Compliance with Alcohol Policy:			
Other / Report of Incident:			
Signature of Pavilion Staff Member: Date:		Signature of User: Date:	

Exhibit A.2

Silverthorne Pavilion

Loss of Damage Deposit Reasons and Prevention Suggestions

The Silverthorne Pavilion and the Town of Silverthorne prides itself on providing a safe and affordable event center where community members can utilize this space for private parties or public events. When hosting such private or public events the rental client can and will be held liable for the behavior of event attendees and this can adversely affect the return of the rental client's Damage Deposit. It is not the Pavilion's intention to retain Damage Deposits, however we must protect the facility and policies of the Town. Below are the most common reasons clients do not receive their Damage Deposit back after an event and ways to help discourage these issues for a likely return of the Deposit.

Damage to building or premises by clients, guests, or event attendees. This includes items owned and provided by the Silverthorne Pavilion during use of the venue as well as the facility itself. This can include but is not limited to: furniture, tables, chairs, light fixtures, flooring, carpeting, rugs, decorations, sound/visual equipment, façade, walls, ceilings, bathroom facilities, bar supplies (glasses, equipment, storage, etc), kitchen facilities and equipment, outside flowers and or shrubbery, patio furniture, etc.

Suggested Action: Designate people to keep an eye on the building and to work with Pavilion Staff to stop destructive actions throughout the event, hire an outside security agency, or limit the amount of attendees coming to the event through the use of a "Guest List" or "Ticketing" system.

Unsupervised Children. Unsupervised children can cause damage to the building, the premises, or themselves through excessive play, running, roughhousing, or mischievous acts. Unsupervised Children can also lead to additional cleanup. Children fighting or being destructive to Town property or Town staff is cause for immediate loss of Damage Deposit and termination of event.

Suggested Action: Designate child supervisors throughout the event, ask parents to keep an eye on their children, have a designated child play area with a hired/designated child supervisor, or do not have children present at your event.

Outside Alcohol. The Silverthorne Pavilion holds a liquor license that does not allow for outside alcohol to be brought into the building. Outside alcohol brought in by clients, guests, and event attendees is a direct violation of State liquor law and is cause for loss of Damage Deposit and termination of event.

Suggested Action: Providing additional signage around building stating "No outside alcohol," monitoring the entrances and exits checking for outside alcohol, designating people to keep an eye out for outside alcohol and removing it immediately, or hiring additional security to monitor for outside alcohol.

Excessive Cleaning. This includes the interior and exterior of the building, parking lots, patio area, and dumpster shed. Large events tend to leave the building in a condition that is more than normal wear and tear and can cause for additional cleaning which is a cost passed on to the client.

Suggested Action: Carefully planning food and drink consumption areas, supervising food service, supervising children, designating a cleaning crew to keep the venue clean throughout the event to make end of night clean up easier and more efficient.

Fighting or Aggressive behavior towards each other or Town Staff. Fighting is part of the Town's Zero Tolerance policy (ref: Exhibit E) and any form of fighting or aggressive behavior is cause for loss of damage deposit and termination of event.

Suggested Action: Use of guest list or ticket system to keep out persons with known behavior issues, limit or do not provide alcohol services, use of third party security services, designating people to monitor children and guests to prevent fights or aggressive behavior.

Silverthorne Pavilion Kitchen Instructions

Caterer: Contracted caterer must possess a state health license and a Silverthorne Business license in order to do business in the Town of Silverthorne.

Kitchen Use and Delivery Site: The Pavilion kitchen is a warming and serving kitchen only. Caterers are responsible for complete kitchen cleanup, including emptying of dishwasher, returning all kitchen items to where they were found, and all trash removal generated by the User's specific event. User will place trash in the dumpster on the north side of the building.


Set-Up/Take-Down: User/Caterer is responsible for leaving the Pavilion in the condition of which they found it. With the exception of not-for-profit, government and Town employee uses, Pavilion staff is responsible for set-up and takedown of Town owned equipment such as tables and chairs. User/Caterer is responsible for pick-up and removal of outside rentals, tents and additional items. **Failure to remove rental items could result in withholding a portion of or the entirety of the User's damage deposit.** Rental and caterer items, including, but not limited to, linens, chair covers, kitchen equipment, service items, sound equipment and decorations cannot be stored at the Pavilion overnight. All items are to be evacuated from the Premises at the direct conclusion of the event unless otherwise agreed to by the Coordinator in advance. Failure to comply will result in forfeiture of the damage deposit.

Decorating for an Event at the Pavilion: Neither the User nor the Caterer shall use nails, tacks, tape or any other material, which will alter the appearance of the Premises to decorate for an event. Please see the Pavilion attendant on duty for instructions and materials to hang pictures and other decorations. Decorations must be constructed of non-flammable materials. The User and Caterer are responsible for providing to Pavilion Staff, written instruction of all floor plan and decoration needs, thirty (30) days prior to the scheduled event.

Pavilion hours: The Pavilion premises must be vacated by 1:00 a.m. Clean up and vendor load-out shall be completed within one (1) hour after event conclusion.

Additional Set-up or Take-down time: Additional time may be purchased by the User in advance of the event. Should additional time be taken with or without advance permission, it will be deducted from the User's damage deposit.

Non-Licensed food preparation: If user chooses to bring in own prepared food, all caterer instructions will apply to user including clearing all trash from the tables during the event. The lobby, auditorium and kitchen will be cleared of trash during and after the event by the User. User will place trash in the dumpster on the north side of the building.

 **Failure to comply will result in forfeiture of the damage deposit.** I have read the above Agreement, and will comply with it during my use of the Premises.

User Signature _____ Date _____

KITCHEN CHECKLIST



Date: _____

- _____ All trash cans emptied (placed into dumpster) and rinsed out if necessary.
- _____ Recyclable materials placed in containers outside back kitchen door.
- _____ Cardboard BROKEN DOWN and placed in shed adjacent to dumpster.
- _____ All leftover food removed from walk in cooler.
- _____ Cooler shelves and floors left in a clean condition.
- _____ Garbage disposal run until clear. Check for debris in the disposal. ALL STRAWS, BOTTLE CAPS, FOOD, ETC MUST BE REMOVED.



NOT CLEAR!



NOT ACCEPTABLE!



ACCEPTABLE!

Dishwasher

- _____ Empty Dishwasher
- _____ Lift drain
- _____ Clean out bottom of screen THOROUGHLY!!
- _____ Turn Dishwasher OFF!
- _____ Ovens cleaned out (no grease on the bottom, etc.) and turned OFF.
- _____ Kitchen exhaust system turned OFF.
- _____ Coffee maker main switch (on right side of unit) turned OFF.
- _____ Coffee urns rinsed and left opened and inverted to dry.
- _____ All counter tops and sinks wiped clean- no grease, debris, etc. left in bottom of sinks
- _____ Floors mopped (including kitchen, walk in cooler and hallway) Use PH 7 to clean floors. Directions on bottle.
- _____ Mop rinsed and hung to dry by mop sink. Mop bucket rinsed out

Thank you for leaving the kitchen clean for the next user! **Signature of Responsible Party:** _____

Exhibit C

Alcohol Service Policies and Agreement

1. Alcoholic beverage service at the Pavilion, if desired, must be arranged by User in advance through the designated Pavilion Staff. No alcoholic beverages may be served by or consumed on the Premises except that serviced by Silverthorne Pavilion Staff. If alcohol service is requested less than two weeks prior to event, it is subject to staff availability and may incur additional charges. The Town reserves the right to suspend alcohol privileges of the User at any time for any reason.
2. Any person consuming alcoholic beverages must be 21 years or older. Any instances where an underage guest is caught consuming alcohol on premise may result in removal of this person and/or person supplying alcoholic beverages and may result in the loss of the Damage Deposit.
3. A two-hour minimum and a six-hour maximum is the length of time allowable for consumption of alcohol. Exceptions may only be made by the Pavilion Coordinator for special events or circumstances deemed acceptable per state law. Events which have more than 20% of total attendees under the age of 21 where alcohol is being served may be subject to additional requirements (see Exhibit E).
4. Facility Damage Deposit will be held until final alcohol services balance is paid. If bar services balance is not paid within 30 days after commencement of the event the Pavilion will retain 100% of the damage deposit.
5. User understands that should illegal presence, consumption or littering of alcoholic beverages occur on the Pavilion premises during the User's event by User or guests, up to the full amount of the User's Damage Deposit may be forfeited to the Town.
6. Client agrees to pay a \$500 deposit or a \$350 deposit at least 30 days prior to event depending on the structure of the bar services. Deposit will be applied to the final balance for bar services after the event. Final balance invoice will be sent to the client within 2 weeks of the event and the final balance be paid within 2 weeks of receipt.
7. Bar minimums will be applied to each alcohol service and are calculated in the following manner. A sales minimum of \$150 per hour is required for all hours of bar service. If the event has less than 50 in attendance a reduced rate of \$325 total minimum will be applied. If the minimum sales are not reached in total sales (hosted and/or cash) the client may incur a minimum difference charge.
8. Client will be responsible for a 12% service charge on total bar sales (hosted and cash). There is no service charge added to per person bar packages. A 10% hosted gratuity will be calculated on hosted items sales when a tip jar is present. No tip jar can be requested when the entire bar is hosted. If the bar is partially hosted a tip jar is required.
9. Client will pay for bartender's labor at a rate of \$15/hour per bartender. Bartender hours will be calculated on the time the bar is open, 1.5 hours' setup/ bartender, 1-hour breakdown/ bartender, and any down time if the bar is closed for a portion of time during the event. Staffing levels will depend on number of guests, alcohol service menu, and length of time. The Town reserves the right to staff events with proper levels deemed acceptable by the Pavilion Office Staff.

10. Up to three bar contacts must be supplied by clients. These contacts must have the authority to make changes to bar services during event such as extending hosted amount, closing bar early, adding services, reducing staff, etc. Contact will be required to sign off on any changes made during the event and the Town will not be held liable for any decisions made by such contacts under the authority of the client.
11. Any items requested off of the normal menu will be treated as special orders and billed by the case. Any special orders will be charged in full at the beginning of the event and any unopened/unused special orders will not be sent with the client at the close of the event or thereafter per town and state policy.
12. If changes to the alcohol services are made within two weeks prior to event, accommodations will be made dependent on inventory availability and distributor ability. The Town will not be held responsible for missed deliveries, incorrect deliveries, or inventory levels from distributors contracted through the Town.
13. Granted uses only: When alcohol proceeds are awarded by Town Council, the Grantee will cover alcohol costs associated with the alcohol service (if applicable), labor of bartenders, and the 12% service charge. After associated costs are covered a proceeds check will be issued to the Grantee. Granted uses that do not receive alcohol proceeds are required to cover bartender labor costs, as well as, a 12% service charge on total sales.
14. Client understands that policies may change without notice if adjusted/added policies are deemed beneficial to the client and/or Town.



I have read the above Policies and Agreement, and agree to comply with it prior, during, and after my use of the Premises.

User:

User Signature_____ Date_____

Exhibit D

Silverthorne Pavilion Security Guidelines

To preserve the integrity of your event, the Pavilion Security Review Committee (comprised of the Pavilion Coordinator, Recreation & Culture Director and Chief of Police) evaluates all events to set security requirements. Please complete the checklist below and return to the Pavilion Coordinator or the Pavilion Events Assistant no less than 30 days prior to your event:

How many guests are expected by invitation or ticket? _____



Without an invitation or ticket? _____

What is the anticipated number of guests under the age of 21? _____ **Over 21?** _____

Will alcohol be served? ☐ Yes ☐ No

The Security Review Committee will assess the event components above, and may require any or all of the following:

- Additional Pavilion Attendant (@ \$12 / hour
- An increase of the damage deposit to 75% of the site fee
- Restriction of the hours the bar can be open from six hours to four hours
- Pavilion curfew set at midnight instead of 1:00 a.m.

The Pavilion Coordinator or Events Assistant will contact User with any requirements based on the Committee's review.

The expense of an additional Pavilion Attendant will be deducted from User's damage deposit.

If User is required to hire security for the event, please contact the Silverthorne Police Department directly to make arrangements: 970-262-7320. The Police Department is located in Silverthorne's Town Hall – 601 Center Circle.

It is the assigned officers' duty to protect you, your guests, our staff, and the facility from violence and damage. Action taken is at the discretion of the officer(s), and may include shutting down the bar, and / or ordering an immediate end to the User's event. If an event is ended prematurely by an officer(s), no refund of the facility rental fee or damage deposit will be given. Any violation of Silverthorne or state code will not be tolerated. (For the Town's complete Zero Tolerance policy, please see **Exhibit E.**)

(continued)

I have read the above Agreement, and understand the terms of hiring security, additional Pavilion staff, and the damage deposit I am required to submit for my event. I also understand that if my event is ended prematurely by the hired officer(s), no refund of the facility rental fee or damage deposit will be given. I understand that the responses I provide to the questions asked in Exhibit D are part of my contractual agreement with the Town of Silverthorne and the Silverthorne Pavilion, and false or inaccurate responses are considered a breach of contract.



Signature of User

Date

Printed Name of User

Exhibit E

Town of Silverthorne “Zero Tolerance” Policy

The Town of Silverthorne will not tolerate any violation of Silverthorne or state code in any of its facilities or parks, including:

- Violence of any kind, including verbal harassment and fights
- Damage to or vandalism of property
- Possession of illegal drugs
- Underage drinking

Violation of Silverthorne or state code by Users of the Town Pavilion and their guests is considered a breach of contract, and could result in an immediate end to the User’s event, and a criminal charge.

The Town Pavilion is a public facility. Off-duty police officers present at an event as hired security, or officers on duty, strictly enforce statute 18-9-117 of the Colorado state code:

18-9-117. Unlawful conduct on public property. (1) It is unlawful for any person to enter or remain in any public building or on any public property or to conduct himself or herself in or on the same in violation of any order, rule, or regulation concerning any matter prescribed in this subsection (1), limiting or prohibiting the use or activities or conduct in such public building or on such public property, issued by any officer or agency having the power of control, management, or supervision of the building or property. In addition to any authority granted by any other law, each such officer or agency may adopt such orders, rules, or regulations as are reasonably necessary for the administration, protection, and maintenance of such public buildings and property, specifically, orders, rules, and regulations upon the following matters:


- (a) Preservation of property, vegetation, wildlife, signs, markers, statues, buildings and grounds, and other structures, and any object of scientific, historical, or scenic interest;
- (b) Restriction or limitation of the use of such public buildings or property as to time, manner, or permitted activities;
- (c) Prohibition of activities or conduct within public buildings or on public property which may be reasonably expected to substantially interfere with the use and enjoyment of such places by others or which interfere with the use and enjoyment of such places by others or which may constitute a general nuisance or which may interfere with, impair, or disrupt a funeral or funeral procession;
- (d) Necessary sanitation, health, and safety measures, consistent with section 25-13-113, C.R.S.;
- (e) Camping and picnicking, public meetings and assemblages, and other individual or group usages, including the place, time, and manner in which such activities may be permitted.
- (f) Use of all vehicles as to place, time, and manner of use;
- (g) Control and limitation of fires, including but not limited to the prohibition, restriction, or ban on fires or other regulation of fires to avert the start of or lessen the likelihood of wildfire, and the designation of places where fires are permitted, restricted, prohibited, or banned.

Exhibit F

Recommended Volunteer Staff*

**The Pavilion recommends assigning one person to be the manager for each of the following duties and at least the following number of personnel to assist that manager. Additional volunteers are always helpful.*

SETUP		Name	Recommended # personnel to assist Manager		
			100 Guests	200 Guests	300 Guests
<input type="checkbox"/>	Setup Monitor – 1 Go To Person <i>Circulating setup, able to answer questions, primary contact during setup.</i>		1	1	1
<input type="checkbox"/>	Tables / Chairs <i>Setup tables and chairs according to event floor plan. Requires lifting up to 25lbs</i>		1	2	3
<input type="checkbox"/>	Kitchen / Food / Buffet <i>Stage food, arrange buffet.</i>		2	3	4
<input type="checkbox"/>	Decorating Tables / Centerpieces <i>Placing linens, arranging centerpieces and additional décor.</i>		1	1	2
<input type="checkbox"/>	Ticket Sales <i>Monitor ticket booth, setup Credit Card machine (if necessary)</i>		1	1	1
<input type="checkbox"/>	Silent Auction Tables <i>Setup auction tables</i>		1	1	1
EVENT					
<input type="checkbox"/>	Event Monitor <i>Circulating event, able to answer questions, primary contact during event.</i>		1	1	1
<input type="checkbox"/>	Parking Attendant <i>Supervise parking lot. See attached parking attendant instructions</i>		1	1	2
<input type="checkbox"/>	Bussing Tables, Pickup Duties		4	8	12
<input type="checkbox"/>	Kitchen Duties <i>Refill buffet and monitor drinks and dessert</i>		1	2	3
<input type="checkbox"/>	Silent Auction Cashier		1	1	1
CLEANUP					
<input type="checkbox"/>	Cleanup Monitor <i>Circulating cleanup, primary contact during cleanup, stays on site until building is locked and closed by Pavilion staff.</i>		1	1	1
<input type="checkbox"/>	Trash Pickup <i>Remove all trash, including food, and place in dumpster shed.</i>		1	2	3
<input type="checkbox"/>	Table Linens <i>Remove linens from tables, stuff in bags and remove from premises</i>		1	1	2
<input type="checkbox"/>	Decoration Pickup <i>Remove all decorations from premises.</i>		1	1	2
<input type="checkbox"/>	Tables / Chairs <i>Wipe tables then put away all tables/chairs. Requires lifting up to 25lbs</i>		2	3	4
<input type="checkbox"/>	Kitchen Cleanup <i>Follow kitchen checklist, Exhibit B</i>		2	3	4

 I have read the above Agreement and will comply with it during my use of the Premises.

User:

User Signature _____ Date _____



Policies

The Pavilion Coordinator, with the prior approval of the Recreation and Culture Director, may waive portions of these policies, where needed to accommodate a special circumstance and where the purpose of the policy will nevertheless be served.

Non-Town Personnel:

Non-Town personnel may be used by the User in connection with the staging of its event at the Premises. All such personnel shall be clean, orderly, and polite in their speech and conduct. User shall immediately replace any personnel who do not meet with the approval of the Pavilion Coordinator upon notice from the Coordinator to do so. The Coordinator shall have the right to require any such person to be clad in a uniform or attire satisfactory to the Coordinator.

Caterer:

Any caterer hired by the User shall be licensed by the state for food service and also be in possession of a current Town of Silverthorne Business License (Contact Town Clerk: (970) 262-7304). In addition to the User, all caterers or vendors will be responsible for complying with all Pavilion policies and procedures, including, but not limited to: Exhibit B: "Silverthorne Pavilion Kitchen Instructions."

Compliance with Laws:

- (A) User shall comply with all rules and regulations prescribed for use and occupancy of the Premises and with all other applicable rules, laws, ordinances and regulations set forth by the Town, the county, state and federal governments.
- (B) Business/Sales Tax Licenses – User shall obtain a Town Business License and a Sales Tax License, if required by Town Code. (Any person maintaining, operating or conducting any retail business, or engaging in any business activity within the Town must first obtain a business/sales tax license.)
Business/sales tax licenses are available at the Silverthorne Town Clerk's Office at (970) 262-7300.
- (C) Any caterer hired by the User for an event at the Pavilion must possess all current state and local licenses to prepare and serve food. The User must provide the Pavilion Coordinator with copies of the caterer's necessary licenses upon request.

Technical Assistance Requirement:

Use of the Silverthorne Pavilion's Theater facilities and equipment require the supervision of the Pavilion's technician with advance permission from the Pavilion Coordinator. A technical fee may be applied to cover the cost of labor and equipment use. At least thirty (30) days prior to the event, User shall file with the Silverthorne Pavilion Technician and Pavilion Coordinator a full and detailed description of all facilities required, all stage requirements, the hall and chair set-up, and such other information as may be required by the Technician. The facilities may not be used until User has met all production requisites. The Town will not be responsible for meeting technical needs required if information is not supplied.

Pets:

Unless authorized by the Pavilion Coordinator for a specific event, pets are not allowed in the Pavilion. Trained animals that assist persons with disability are welcome.

Childcare & Supervision:

We highly recommend that Events in which more than five children attend between the ages of two (2) and sixteen (16) years of age are in attendance employ or designate babysitting service for the duration of the event, or until all children have left the event.

For youth activities, there must be at least one adult for every fifteen (15) youths present. Activities for anyone under the age of eighteen (18) years old must be supervised by an adult 21 years or older.

Decorations:

(A) Neither the User nor the Caterer shall use nails, tacks, tape or any other material, which will alter the appearance of the Premises to decorate for an event. Please see the Pavilion attendant on duty for instructions and materials to hang pictures and other decorations. Decorations must be constructed of non-flammable materials. **The User and Caterer are responsible for requesting and returning to the Pavilion Coordinator Exhibit G 30 days prior to the scheduled event.**

(B) Holiday Decorations: In the event that the User rents the Premises during periods when the Pavilion is otherwise decorated for the holidays, the User may not remove or alter the Town decorations, unless approved by the Pavilion Coordinator.

Copyright Compliance:

User assumes complete and sole responsibility for compliance with rules and regulations concerning copyright and similar intellectual property right laws pertaining to material to be used, performed or displayed at the Premises, and for payment of all licenses or similar fees in connection therewith. User agrees to indemnify, hold harmless and defend the Town, its officers, employees and insurers from and against any and all claims, demands, or suits that may be made or brought with respect to the use, performance or display of any such material at the Premises, including, but not limited to claims for copyright infringement or similar intellectual property right violations.

Signs and Posters:

Users shall not post or exhibit or allow to be exhibited or posted on any part of the Premises any signs, advertisements, show bills, lithographs, posters or cards of any description except in designated areas, and then only with the prior approval of the Pavilion Coordinator. Any permitted use of the Pavilion's display areas shall be non-exclusive.

Promotional Material:

When permitted, the User shall use the Town of Silverthorne or the Silverthorne Pavilion logo in all promotional material related to the event. Any permitted use of the Town of Silverthorne or Silverthorne Pavilion names must be authorized by the Coordinator and is not exclusive.

Entertainment Morals:

No performance, exhibition, or entertainment shall be given or held on the Premises by User which violates the "community standards" definition of decency. Should any such exhibition or performance or any part thereof be deemed by the Town to violate such standard, the Town may require that such portions of the exhibition or performance be deleted or rewritten to the extent necessary to remove the offensive character.

Seating Capacity:

User shall not sell or distribute, or permit to be sold or distributed, tickets or passes in excess of the seating capacity of the Premises, nor admit thereto a larger number of persons than can safely and freely move about therein. The decision of the Coordinator in this respect shall be final. The capacity shall not exceed 350 persons (banquet) or 425 persons (theater). Total standing capacity of the Pavilion is 450 persons including Pavilion staff and contracted help.

Smoking:

Smoking is prohibited on the Pavilion grounds. Signs and receptacles will be placed in areas outside the Pavilion at designated smoking areas and must be respected by the User and its guests. Failure of the User or its guests to comply with the Pavilion's smoking policy may result in cancellation of the event, revocation of future reservation, and forfeiture of deposit.

Clean-up:

- (A) User is responsible for leaving the Pavilion in the condition in which it was provided. Pavilion staff is responsible for set up and take down of Town owned equipment such as tables and chairs, with the exception of not-for-profit or other User's required to do their own set up and tear down. User shall utilize trash containers. The Pavilion will provide for daily trash pick-up.
- (B) Use of Kitchen: The Pavilion kitchen facilities are available for an additional charge. The Pavilion kitchen is a warming and serving kitchen only.
- (C) User and Caterer are responsible for cleanup and all trash removal generated by the User's specific event on the Premises, and pick-up and removal of outside rentals, tents and additional items. Excluding Town property, all such items are to be removed from the Premises at the direct conclusion of the event unless otherwise agreed to by the Pavilion Coordinator in advance. Failure to comply will result in forfeiture of the damage deposit. User is responsible for providing all caterers with a copy of **(Exhibit B), the "Silverthorne Pavilion Kitchen Instructions."**

Pavilion Hours:

The Pavilion premises must be vacated by 1:00 a.m. Delivery and set up may occur during hours purchased by the User. Clean up shall be completed within one (1) hour after the event ends. The Pavilion Coordinator or Special Events Assistant may make exceptions to this schedule for actual event timeframes or for setup and delivery.

Objectionable Persons:

The Town reserves the right to remove or cause to be removed from the Premises any objectionable person or persons; and neither the Town nor any of its officers, agents, or employees shall be held liable to User for any damages that may be sustained by User through the exercise by the Town of such right.

Broadcasting:

No performance or event presented in or on the Premises may be broadcast or recorded for reproduction without a permit issued by the Pavilion Coordinator, and then only upon the express condition that all expenses pertaining thereto will be paid by the User.

Photography:

The Town of Silverthorne uses photos, video and images for marketing, including but not limited to, websites, social media, blogs, brochures and TV spots to advertise our programs and events. We reserve the right to take photographs, video recordings and/or images of anyone in any activity, program, park, special event, town building or public place to use for marketing purposes.

Storage:

If the Town receives, handles, carries or takes custody of property of the User prior to, during or subsequent to the use of the Premises by or for the benefit of the User, or its officers, agents, employees, assigns, guests, patrons, or invitees, the Town shall act solely for the accommodation of the User; and neither the Town, nor its officers, representatives, agents or employees shall be liable for any loss, damage or injury to such property. As a rule, the Pavilion will not accept deliveries or goods prior to the User's contracted set-up time or after the designated takedown time outlined by this agreement.

Obstructions:

No portion of the sidewalks, entries, passages, vestibules, halls or ways of access to public portions of the Premises shall be obstructed, or caused to be obstructed by User or used for any purpose other than ingress or egress to and from the Premises. The doors, skylights, stairways, or openings that reflect or admit light into any portion of the Premises including hallways, corridors, and passageways shall not be obstructed by the User. The restroom facilities shall not be used for any purpose other than that for which they were constructed, and no dirt, rubbish, rags, papers or any other substances shall be thrown therein.

Flammable Materials:

No flammable materials such as bunting, tissue paper, crepe paper, etc. will be permitted to be used for decoration or otherwise. All materials used for decorative or scenic purposes must be treated with a flame-retardant and approved by the Lake Dillon Fire Department.

Weapons:

The possession of weapons in the Pavilion is strictly prohibited, except by authorized law enforcement personnel.

Termination by Town:

The Coordinator shall have the right to terminate this Agreement by giving written notice to User not less than thirty (30) days in advance of the commencement of User's event. Upon such termination, the Coordinator shall fully refund any fees and deposits paid by the User to the Town under this Agreement. Upon such termination, any fees and deposits made by the User shall be refunded by the Town. The Town shall not be liable to User for any damages or costs incurred, of whatever kind of nature, whether actual or consequential, by User as a result of any such termination of this Agreement.

[Field Rental: Due to unforeseen circumstances out of the control of the Town, we would notify User ASAP to assist with an alternate location as much as reasonably possible . . .]

Termination by User:

User may terminate this Agreement by giving written notice to the Town not less than one hundred eighty (180) days in advance of the commencement of User's event and shall be entitled to a full refund of fees and deposits paid. If User terminates this Agreement (180) days or less before event, User shall forfeit the entire *reservation deposit* paid, and shall be held liable for all rental and site fees both paid and unpaid at the time of cancellation.

Public Premises:

User acknowledges that the Premises are a Town owned facility with the User acting as the licensee of the Premises on a temporary basis. User acknowledges that the Pavilion is a public facility, operated for the benefit of the residents of and visitors to the Town of Silverthorne and the general public, and that access to the Premises and its facilities and services shall not be arbitrarily denied to any member of the public. Any ticket policy for the use of the Premises shall be consistent with the public nature of the Premises.

Controlling Law; Venue; Severability:

This Agreement shall be governed by the laws of the State of Colorado. Jurisdiction and venue shall be proper and exclusive in the District Court for Summit County, Colorado. If any term or provision of this Agreement shall be found to be illegal or unenforceable, such finding shall not affect the remaining provisions of this Agreement. This Agreement is deemed an integrated contract, and may not be modified or amended other than by written amendment executed by both parties. This Agreement represents the entire agreement of the Parties, no prior or contemporaneous addition, deletion or other amendment hereto shall have any force or affect whatsoever, unless embodied herein in writing

Discrimination Prohibited:

The Pavilion is a publicly funded and owned facility. The Town of Silverthorne, as a political subdivision of the state of Colorado, does not discriminate in the use or provision of any of its facilities or services with respect to age, sex, race, religion, sexual orientation, ethnicity, nationality, or disability. User specifically understands and agrees that, in its use of the Pavilion, it will similarly not discriminate on the basis of any of the aforementioned characteristics.

Town Sponsorship of Events of Significant Community Benefit

Non Profit Rental Rate: The Pavilion Policy allows for non-profit 40% discounted rental rates. Each year, the Town of Silverthorne accepts applications from non-profits for free or discounted use of the Silverthorne Pavilion for the following year. The Pavilion reserves the right to limit events receiving a non-profit discount to no more than two per month. No one non-profit may benefit from this discount more than twice a year. In order to qualify for a non-profit discount, a 100-person minimum attendance must be achieved at the non-profit event and evidence of non-profit status must be presented to the Pavilion Coordinator. Such evidence may include 501(c) letter from the IRS or Colorado non-profit certification. The non-profit discount may not be combined with any other discount offered by the Town. "In the reasonable judgment of the Pavilion Coordinator, events of significant community benefit may be sponsored by the Town, and consequently be eligible for a waiver of fees and/or charges for use of the Pavilion. The Pavilion Coordinator, in her or his sole discretion or as guided by the Silverthorne Town Council and or Town Manager, will determine significant community benefit.

1. Degree to which the event benefits the Silverthorne community and/or the public in general.
2. Non-profit status of the event proponent.
3. Established history, mission and purpose of the event proponent.
4. Degree to which the purpose of the event is consistent with and/or supportive of the goals and policies of the Town.
5. Financial ability of the event proponent to bear the normal Pavilion charges and fees.
6. Degree to which the event is self-supporting through attendance fees or other sources of funding.
7. Other factors deemed relevant by the Pavilion Coordinator in the circumstances.

Qualifying events may or may not be open to the public, and attendance fees may or may not be charged. Town sponsorship of an event at one time shall not be the basis for any obligation for the Town to sponsor the event at a later time, or to sponsor events hosted by the same proponent at a later time. The Pavilion Coordinator is authorized to establish policies and procedures to implement this policy.

The Town Pavilion is a non-public forum and it is the express intent of the Town to maintain the Pavilion as such. Nothing in this guideline or any other formally adopted Town policy concerning the Pavilion or Town property generally shall be construed as implicit evidence contrary to the explicit intent of the Town as expressed here.

The primary purpose of the Pavilion is to provide a facility for programs and activities sponsored and/or endorsed by the Town for purposes of public education, entertainment, recreation or enrichment. A secondary purpose of the Pavilion is to provide revenue to the Town from the rental of areas not used for the primary purpose. The Pavilion is not a public facility designed and provided for the free exchange of ideas or the unrestricted communication of beliefs and opinions.

The Pavilion Coordinator shall be the judge of a potential User's qualifications to rent the Pavilion, subject to the guidance of Town Council and Manager. The Coordinator may refuse to rent the Pavilion to any potential lessee who has previously misrepresented his intended use of the Pavilion. The Pavilion Coordinator's decision shall be final.