



STOLTE SHED RENTAL AGREEMENT

This Rental Agreement (“Agreement”) dated _____20____, is entered into by and between the Surface Creek Valley Historical Society, Inc., a Colorado non-profit corporation (“Society”) and (“Renter”) _____.

AGREEMENT RECITALS

A. Society is the owner and operator of the facility known as Pioneer Town in Cedaredge, Colorado (“Property”). Pioneer Town includes various structures and areas that are available for limited time frame rental by the public.

B. Renter desires to rent the Stolte Shed (“Shed”) for a private event(s) and has submitted a reservation request to Society.

C. Society has determined the Shed is available on the reserved date(s) and time(s) (Rental Period(s)) for the Renter’s private event and has booked the event(s) in the Society’s rental calendar (Bookings”). Said Bookings shall be held for a period of no more than sixty (60) days, depending on the dates of the reservation and the event, pending receipt and sufficiency of this executed Agreement and Renter’s payment of security deposits and rental fees. All completed documents and fully paid deposits and fees must be received no less than 30 days prior to the Rental period. If there is less than 30 days between the time of the reservation by the Renter and the Rental Period, the signed documents and payment of security deposits and rental fees shall be submitted as soon as possible to complete the reservation. Society desires to rent the Shed to Renter for the Rental Period(s) below:

Event Date:	Start Time:	End Time:	Usage Description:	Alcohol* being served only to members or invited Guests?	Number of Expected Attendees
Enter Date	Enter Start time & circle whether AM or PM	Enter End time & circle whether AM or PM	Describe the purpose for your use of the Stolte Shed for that timeframe & circle whether main event or ancillary timeframe	Circle Y or N or NA	
	(AM)(PM)	(AM)(PM)		(Main)(Ancillary) Y/N/NA	
	(AM)(PM)	(AM)(PM)		(Main) (Ancillary) Y/N/NA	
	(AM)(PM)	(AM)(PM)		(Main)(Ancillary) Y/N/NA	



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- D. Society shall invoice Renter for all rental fees and security deposits.
- E. The Stolte Shed is an historic structure, and as such demands special care and compliance with the applicable usage rules.

Now therefore, subject to the terms, covenants, and considerations as set forth herein, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Society shall be responsible for having the Shed clean and presentable for Renter's private event including stocking trash bags, paper towels and toilet paper. Society shall provide cleaning devices to facilitate Renter's post-event cleaning
2. Society shall provide Renter coded access to the Shed via a key stored within a security lock box.
3. Renter and Renter's event participants shall abide by the Society's usage rules for the Shed:
 - a. The Shed is a no smoking facility. There shall be NO smoking at any time in the Shed;
 - b. Except for chaffing dishes that use small chafing fuel cans, there shall be no open flames (including torches, candles, etc.). Battery operated candles are permitted.
 - c. There shall be no flammable substances (such as gasoline; kerosene, propane, etc.; whether in cans or tanks) used or stored within the Shed or on it's peripheral porches or walkways.
 - d. Barbeque grills of any kind shall be operated at a safe distance (at least 15 feet) from the building;
 - e. Except for disabled persons whose vehicle displays a State-issued disability placard/plate, there shall be no parking in reserved parking spaces for disabled persons;
 - f. There shall be no parking in marked emergency vehicle access areas.
 - g. Access to exits must be clear at all times.
 - h. No holes of any kind or by any means shall be made in any Shed surface.
 - i. No staples, nails, screws, or other penetrating fastening devices shall be applied to any Shed surface.
 - j. No tape or adhesive of any kind shall be applied to any Shed painted or varnished surface. Tape or removable adhesive hangers may be applied to only unpainted or unvarnished wood surfaces of the Shed.
 - k. No glitter, silly string, confetti, rice, straw or hay shall be used within the Shed or on the Shed's porch or entrance ramp.
 - l. There shall be no removal (even temporarily) of Society's artwork, pictures, photographs, bulletin boards, flags, or any other Society fixture in the Shed.
 - m. There shall be no use of or movement of the Society's player piano.
 - n. There shall be no alcohol served unless the appropriate addendum to this Agreement is signed by Renter and appended hereto.
 - i. Service of alcohol shall be limited to beer and/or wine.



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- 7. All matters stated in the Recitals as set forth herein are true and correct and constitute part of this Agreement to the same extent as if contained in the body of the Agreement.
- 8. This Agreement represents the sole and exclusive Rental Agreement between the parties respecting their mutual rights and obligations against and to one another respecting any matter or thing whatsoever, and it supersedes in all respects any prior arrangement or agreement with reference to the management and the use of the Property whether written or oral. In no event shall either party have any obligation or liability to the other or in respect to any other person, unless, and then only to the extent as, such obligation or liability may be expressly stated herein.
- 9. This Agreement and all the obligations and covenants hereunder shall bind the parties hereto, their heirs, executors, administrators, legal representatives and assigns and shall insure to the benefit of their respective heirs, executors, administrators, legal representatives and assigns.
- 10. The Society shall not be liable for any failure or inability to perform the terms of this Agreement as a result of any damages to or failures of the rental facilities due to acts of God, strike, riot, war, weather, failure to obtain labor and materials at a reasonable cost, or any other reason beyond the control of the Society.
- 11. In the event of a dispute between the parties hereto, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

SURFACE CREEK VALLEY HISTORICAL SOCIETY, INC.

BY _____
 Rental Coordinator Date

RENTER

 Date

RENTER'S MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

RENTER'S PHONE NUMBER: _____

RENTER'S EMAIL ADDRESS: _____