



CHAPEL OF THE CROSS RENTAL AGREEMENT

This Rental Agreement (“Agreement ”) dated this ____ day of _____, 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 a limited timeframe rental by the public.
- B. Renter desires to rent the Chapel of the Cross (“Chapel”) from Society for private event(s) and has submitted a reservation request to Society.
- C. Society has determined the Chapel is available on the requested date(s) and time(s) [hereinafter Rental Period(s)] for the Renter’s private event and has booked the event(s) in the Society’s rental calendar (“Booking(s)”). Said Booking(s) shall be held for a period of no more than sixty (60) days pending receipt and sufficiency of this executed Agreement and payment of Renter’s 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 Chapel of the Cross to Renter for the Rental Period(s) below:

<u>Event Date:</u> Enter Date	<u>Start Time:</u> Enter Start time Circle AM or PM	<u>End Time:</u> Enter End time Circle AM or PM	<u>Usage Description:</u> Describe the purpose for your use of the Stolte Chapel for that timeframe & circle whether main event or ancillary timeframe	<u>Number of Expected Guests:</u>
	(AM)(PM)	(AM)(PM)	(Main)(Ancillary)	
	(AM)(PM)	(AM)(PM)	(Main)(Ancillary)	

- D. Society shall invoice Renter for all rental fees and security deposit fees.
- E. The Chapel is an historic structure, and its surrounding grounds and landscaping are historic museum property, and therefore, Chapel and museum property demands special care and compliance with the applicable usage rules.

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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:

- Society shall be responsible for having the Chapel 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.
- Society shall provide Renter coded access to the Chapel via a key stored within a security key box.
- Risking forfeiture of all or a portion of Renter’s deposit, Renter and Renter’s event participants shall abide by the Society’s usage rules for the Chapel:
 - The Chapel is a NO smoking facility. There shall be no smoking at any time in the Chapel;
 - There shall be no food or drinks inside the Chapel.
 - There shall be no open flames in the Chapel (including torches, candles, etc.). Battery operated candles are permitted.
 - There shall be no flammable substances (such as gasoline; kerosene, propane, etc.; whether in cans or tanks) used or stored within the Chapel or on its peripheral porches or walkways.
 - No barbeque grills of any kind shall be operated outside the Chapel.
 - 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;
 - Access to exits must be clear at all times.
 - There shall be no parking in marked emergency vehicle access areas.
 - No holes of any kind or by any means shall be made in any Chapel surface.
 - No staples, nails, screws, or other penetrating fastening devices shall be applied to any Chapel surface.
 - No tape or adhesive of any kind shall be applied to any Chapel painted or varnished Chapel surface. Tape or removable adhesive hangers may be applied to only unpainted or unvarnished Chapel wood surfaces of the Chapel.
 - No glitter, silly string, confetti, rice, straw or hay shall be used within the Chapel. Birdseed may be used outside the Chapel.
 - There shall be no movement or removal (even temporarily) of the pews, musical instruments, artwork, pictures, photographs, bulletin boards, flags, or any other Society fixture in the Chapel. Curtains shall not be removed from the curtain rods
 - The Chapel piano and organ are available for Renter’s use by a responsible musician provided that:
 - The Society Chapel Coordinator has briefed the musician on the use and care of the instruments, and the Chapel Coordinator has granted access to the instruments.
 - At the close of the event Renter shall:

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- Clean the Chapel by sweeping or vacuuming the floor and by discarding the debris. Renter shall also Swiffer mop the bathroom floor and discard the Swiffer pad.
 - Bag, seal, (compress if possible) and deposit all event waste, trash and debris in the Society’s outside waste dumpster. Cardboard boxes shall be flattened before being deposited in the waste dumpster. The top doors of the Society’s outside waste dumpster shall be closed after such deposits. **The dumpster is located in the front parking lot at side of Stolte Shed.**
 - Turn off all lights and turn off all wall-mounted heating, ventilation, air-conditioning units.
 - Lock the Chapel entrance door, return the Chapel key to the Chapel security lock box, and scramble the number wheel.
- p. The Chapel’s surrounding grounds and landscaping shall not be damaged or disturbed by Renter or any event participants.
- Post-event, Society shall assess Renter’s compliance with the above Chapel usage restrictions.
 - Society shall document in detail any Renter non-compliance and shall inform Renter in writing of such non-compliance.
 - Renter shall have 48 hours after receiving written non-compliance letter to correct non-compliance issues.
 - The use of the Chapel of the Cross to rectify non-compliance issues is set at the rate of \$20 per hour. This rate is paid by the Renter.
 - Failure to correct shall result in forfeiture of all or a portion of Renter’s security deposit.
 - All refunds of any deposit due to Renter shall be sent to Renter within 45 days of the end of the Rental Period.
 - Either party may terminate this Agreement at any time by giving the other party 20 days prior written notice of termination. If the Renter cancels the Agreement no less than three weeks prior to the Rental Period, the Renter shall be entitled to receive a refund of one half of the deposit and the full rental fee paid. If the Renter cancels this Agreement within three weeks of the Rental Period, the Renter shall receive a refund of any rental payment, but there shall be no refund of any deposit.
 - This Agreement shall be governed by the laws of the State of Colorado and any part of this Agreement contrary to the laws of the State shall not invalidate the other parts of this Agreement.
 - 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.
 - 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

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agreement with reference to the rental 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 in this Agreement.

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 inure 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 or failures of the rental facilities due to acts of God, strike, riot, 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.

Rental Coordinator

Date

RENTER

Signature

Date

RENTER'S MAILING ADDRESS:

CITY

:

STATE:

ZIP:

RENTER'S PHONE NUMBER:

RENTER'S EMAIL ADDRESS: