

Cuchara Association Community Center Rental Agreement

Tenant _____ Phone _____

(Tenant must be a Cuchara Association member in good standing.)

Co-Tenant _____ Phone _____

(Co-Tenant is a guest of Tenant and is collectively referred to as Tenant.)

Address _____

Email _____ / _____

(Tenant)

(Co-Tenant)

Date(s) of Use _____ Type of Event _____ Number of People _____

The Cuchara Association (“Landlord”) provides opportunities for rental of the Cuchara Community Center (“Building”) and parking area (collectively referred to as the “Premises”) located at 16500 State Highway 12, Cuchara, Colorado. See the Cuchara Community Center page of the Cuchara Association website (WWW.CUCHARA.US) for related information including Premises boundaries.

The Tenant’s lease and possession of the Premises shall begin at 9:00 AM _____ (date) and end at midnight on the Tenant’s final day of the Rental Agreement. If live or other amplified music is used, the music must cease by 10:00 PM. The Community Center, parking lot, and surrounding area shall be vacated by all parties and vehicles between the hours of Midnight and 7:00 AM.

Tenant shall pay to the Cuchara Association a rental fee of \$300 per day, a cleaning fee of \$75, and a refundable security deposit of \$300. Following the event, the Association shall engage its cleaning service to clean the floors, bathrooms, and kitchen. If no damage to the Premises has occurred, the security deposit will be returned to Tenant. Should damage occur and Landlord’s cost to repair the damage exceeds the amount of the deposit, Tenant shall be fully liable to Landlord for any and all costs and overages to repair such damage.

The following rules and regulations apply to Tenants and their attendees, invitees, guests, caterers, employees, and vendors:

1. Landlord’s Resident Manager/Treasurer is Anne Speroni, cell # 575-779-5134, P.O. Box 1027, La Veta, CO 81055. Anne is responsible for all scheduling and management of events at the Community Center. She will provide Tenant with a key to the building for access to the Premises, help Tenant coordinate logistics, and inspect the Premises after the event to confirm compliance with this agreement. Tenant shall arrange for an in-person meeting with the Resident Manager, Anne Speroni, prior to Tenant’s event.
2. The Premises must be kept clean throughout the rental period. At the termination of the time of possession, all trash must be removed from the Premises and placed in the dumpsters provided on the property. All chairs and tables shall be returned to their storage places. The Premises in general shall be returned to the original condition, excluding cleaning of the floors, bathrooms, and kitchen. Any utensils, containers, dishes, and glasses must be cleaned and returned to their storage places. If the fireplace is used, Tenant shall pay an additional fireplace cleaning fee of \$75.
3. Tenant must remove from the Premises all personal items and/or special decorations, etc. on or before the termination time and date within this agreement, after which such items/decorations will be disposed of by Landlord’s cleaning service at Tenant’s expense.
4. Tenant must secure the building by locking all doors prior to leaving. Return the key by placing it in the front door key drop. Tenant may NOT duplicate the key and may NOT use any lock other than the one provided by Landlord.
5. NO SMOKING is permitted in or around the Premises or building at any time.

6. Landlord provides tables and chairs for use at the event. Tables and chairs may be used on the Premises and in the adjacent park, which Landlord does not own and which is not a part of this Rental Agreement. See the Cuchara Community Center page of the Cuchara Association website (WWW.CUCHARA.US) for an outline of the area where tables and chairs are permitted to be used.
7. Landlord is NOT responsible for any lost or stolen items or property.
8. Electricity to the Premises is provided by San Isabel Electric Co-Operative. There is no alternate source of electricity to the Premises. Tenant acknowledges and agrees that Landlord is not responsible for any loss of electricity to the Premises at any time, except if caused by Landlord's intentional misconduct.
9. The sale of alcohol is NOT permitted. During the rental period, alcohol may be served and consumed within the building only. Alcoholic beverages may NOT be removed from the building. Tenant understands and accepts that it is solely Tenant's responsibility to ensure and enforce that the dispensing and consuming of alcohol is in full compliance with Colorado state liquor laws and regulations. Mats must be used under bar areas to protect the floors. Kegs must be placed inside a tub. All alcohol/bar service must be shut down by 10:00 PM. Tenant shall NOT serve alcohol to anyone less than 21 years of age or to anyone who is intoxicated or impaired. It is Tenant's sole responsibility to monitor the use and consumption of alcoholic beverages by its guests and other related parties. Tenant acknowledges that Landlord does NOT condone the irresponsible use of alcoholic beverages.
10. INDEMNIFICATION AND HOLD HARMLESS: Tenant and its related parties agree to indemnify and hold Landlord, its officers, directors, employees, agents, and vendors (Landlord's "Related Parties") harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Premises by Tenant and/or Tenant's related parties. Tenant's indemnification shall include and cover Landlord's costs, attorney fees, and any damage award rendered against Landlord. This provision shall survive the termination of this Agreement.
11. TENANT'S WAIVER OF SUBROGATION RIGHTS: Tenant and its related parties expressly waive and release Landlord and its related parties from any and all rights of recovery, claims, actions, or causes of action they may have, claim, or make against any insurance policy or coverage held by Landlord or its related parties. Tenant is advised to obtain, at its own expense, such liability insurance coverage it deems appropriate for its responsibilities under this agreement. This provision shall survive the termination of this agreement.
12. Not less than 60 days prior to Tenant's scheduled event Landlord must receive Tenant's written notice of its election to cancel and terminate this Rental Agreement in order for Tenant to receive a full refund of its rental fee, cleaning fee, and security deposit. Those cancelling after that deadline may receive a refund on a case by case basis, if the Association Board agrees by majority vote, based on extenuating circumstances for cancellation.

By their signatures below, Tenant and Co-Tenant acknowledge they have read, understand, and accept all terms and conditions of this Rental Agreement.

Tenant _____ Co-Tenant _____

Landlord _____

(Anne Speroni, Landlord's authorized agent)

Notice: Rental of the Cuchara Community Center is not complete until 1) Landlord has received this Rental Agreement signed by Tenant/Co-Tenant, 2) Tenant's/Co-Tenant's payment of the rental fee, cleaning fee, and security deposit has cleared Landlord's bank account, 3) Landlord's authorized agent has countersigned this Rental Agreement. Please mail check, payable to The Cuchara Association, to this address: P.O. Box 1027, La Veta, CO 81055.

