



**It is the Renter's responsibility to inform all caterers, musicians, florists and other vendors and guest of the specific terms of the Rental Agreement. Renter is responsible to insure that all event participants observe the terms of this Rental Agreement. Please initial each paragraph below when reading:**

\_\_\_\_\_ Renter acknowledges receipt of the Rental Policies and agrees to abide by all requirements and conditions applicable to the event, including a certificate of liability insurance coverage.

\_\_\_\_\_ Renter agrees that the information provided on Page 1 of the Rental Agreement is correct, including but not limited to, rental hours, event type, number of guests, catering arrangements etc.

\_\_\_\_\_ Renter acknowledges and understands that it is the Renter's responsibility to supply all equipment and supplies (tables, chairs, dishes, glassware, silverware, coffee filters etc) that are to be used for the event except where noted on application.

\_\_\_\_\_ Renter agrees to the following deposit and refund procedures and guidelines:

1. A \$200 deposit is due at time of reservation
2. All remaining fees are due 30 days prior to the event date.
3. In case of a cancellation 30 days or more prior to the event, all fees paid to date will be refunded, less a cancellation fee totaling 15% of the deposit.
4. In case of a cancellation less than 30 days prior to the event, all fees paid to date will be forfeited, due to the difficulty of re-booking the venue in such a short time.

\_\_\_\_\_ The Renter agrees to defend, indemnify and hold harmless the City and County of Denver, its officers, officials, employees and agents, from and against all liability, claims, suits, judgments, and expenses, including court costs and attorney fees, on account of any injury, loss or damage, arising from or in any manner connected with this Rental Agreement, or if such injury, loss or damage is caused in whole or in part, or is claimed to be caused in whole or in part, by the acts, errors, or omissions of the Renter or the Renter's family, employees, service personnel, guest, or agents with respect to the use or occupancy of the Facility, its amenities, parking lots, and the surrounding park area.

\_\_\_\_\_ A non-refundable damage fund payment of \$10 will be collected for all permitted events at the time a reservation is made. The purpose of this fund is to ensure that adequate funding is in place for emergency repairs and cleaning that may need to take place between permitted events. In the event of damage to the facility or equipment, events running past the permitted rental time, or the necessity of additional cleaning after the permitted event time has ended, clients will be invoiced at the following rates:

- Overtime rental beyond permitted time (including for cleaning not completed by end of permitted rental time): \$200/hr, starting 15 minutes past end of permitted rental time. Minimum one hour.
- Repair of damage to facility or equipment: \$50/hr/person labor, plus parts and equipment as applicable.
- Replacement of equipment: Full value of replacement equipment
- Power washing: Full cost of service, as provided by City-approved vendor

\_\_\_\_\_ **WASHINGTON PARK BOATHOUSE/CITY PARK PAVILION ONLY**

The Washington Park Boathouse and the City Park Pavilion are open-air facilities. PORTABLE HEATERS and TEMPORARY SIDEWALLS are PROHIBITED inside either venue. NO REFUNDS will be given for events cancelled due to inclement weather. Permit holders are strongly encouraged to incorporate a contingency for inclement weather into their plans, especially during the Spring and Fall seasons.

**GENERAL TERMS AND CONDITIONS**

1. This agreement may not be assigned by the Renter to anyone.
2. The City and County of Denver, its officers, officials and employees, are not responsible or liable for lost or stolen items.
3. By entering into this Rental Agreement the Renter is not acting as an agent, servant or employee of the City and County of Denver. If applicable, the Renter is solely responsible for necessary workers compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Renter is not entitled to unemployment insurance benefits from the City and County of Denver.
4. The Renter shall observe and comply with all applicable laws, including but not limited to, federal, state, and local laws, regulations, or ordinances that pertain to this Rental Agreement.
5. The rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado and the courts of this State shall have exclusive jurisdiction of any disputes or litigation arising hereunder. Venue for any and all legal arising hereunder shall lie in the district or/county Court in and for the City and County of Denver, State of Colorado.

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Date

**PERMISSION TO SERVE ALCOHOL**

Event Name \_\_\_\_\_ Event Date \_\_\_\_\_

Type of alcohol to be served: \_\_\_\_\_ Beer/Wine \_\_\_\_\_ Hard Alcohol (not permitted at WPBH)

Required name of Professional Bartender(s) \_\_\_\_\_

On behalf of the Renter, I \_\_\_\_\_ (print name) request permission to serve alcohol beverages at the event specified on this Rental Agreement. I hereby affirm that the event is a private function and that there will be no fee charged (i.e., no cash bar, tips, or event fees) for the consumption of alcoholic beverages. I agree that if permission to serve alcohol is granted, no liquor, including 3.2 beer will be served on the premises to persons less than 21 years of age. Further, I agree that no alcohol will be served to intoxicated persons. I understand that the granting of permission to serve alcohol does not constitute a liquor license, and that the Renter is solely responsible for compliance with the liquor laws of the State of Colorado. I also agree that the Renter is solely responsible for any claim or liability that arises as a result of the serving of alcohol at the event, and I agree to indemnify and to hold harmless the City and County of Denver, its officers, officials and employees and agents from any liability, damages, or expense, including attorney's fees, arising there from.

Renters Signature:

\_\_\_\_\_ I certify that I am at least 21 years of age \_\_\_\_\_ Date

\_\_\_\_\_ Name (please print) \_\_\_\_\_ Title

Permission granted by:

\_\_\_\_\_ Event Coordinator \_\_\_\_\_ Date