

THE HEARTH BUILDING RENTAL APPLICATION
VENUE RENTAL AGREEMENT

The Learning Council

This Venue Rental Agreement ("Agreement"), made and entered into as of the date set forth below, by and between The Learning Council, whose address is 138 Grand Ave, Paonia, CO 81428 ("Owner") and _____, whose address is _____ ("Client"), each a "Party" to this Agreement and collectively referred to as the "Parties".

WHEREAS Client desires to rent part of all of The Hearth Building, located at 138 Grand Ave, Paonia, CO 81428 ("Venue"), on the terms and conditions set forth herein; and

WHEREAS The Learning Council desires to rent the Venue to Client on such terms and conditions.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as set forth below.

I. EVENT.

Name of Event: _____

Date of Event: _____

Time of Event: _____

Time of Access Start: _____

Time of Access End: _____

Venue Name (Hearth Room, Library, Back Patio) _____

Referred to herein as the "Event."

II. VENUE RENTAL FEE

- A. **TOTAL RENTAL FEE:** The Total Rental Fee for the Event is _____, which Rental Fee shall be paid in full **Thirty (30) Days** prior to the Event date, due no later than _____.
- B. **RESERVATION FEE:** The Client agrees to pay a non-refundable Reservation Fee of \$_____, to reserve the use of the Venue for the specified date of Event and is payable when this Agreement is executed.
- C. **DAMAGE DEPOSIT:** A refundable Damage Deposit of \$_____, to be paid by separate check or money order) no later than **Thirty (30) Days** prior to the Event date, on or before _____.

III. CONDUCT

Please keep in mind when inviting guests to the Event, they are invited into the heart of our community space. All visitors are expected to conduct themselves in a mature, responsible, and respectful manner. The Learning Council reserves the right to request any person or group of

people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be required if this request is not met immediately.

IV. CANCELLATION POLICY

- A. In the event Client cancels the Event, Client shall notify the Learning Council immediately in writing.
- B. In the event that Client cancels the Event within **Ten (10) Days** of signing this Rental Agreement, the full Damage Deposit will be refunded.
- C. The Learning Council shall have the right to terminate this Agreement if the Client fails to meet or violates any terms of this Agreement, fails to make a payment, or breaches the Agreement in any way. The Learning Council shall retain all funds paid or due and owed at the time of the breach event as damages.
- D. The Client shall not assign or sub-lease any terms, conditions, or services contained in this Agreement or any interest therein, without the express written consent of The Learning Council.

V. CHANGE POLICY

In the event that Client wishes to change the date of the Event, written notice shall be given to the Learning Council. Every effort will be made by the Learning Council to transfer reservations to support the new date, however there is no guarantee that a new date will be agreed upon. The Client agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of Client. The Client further understands that last minute changes can impact the quality of the Event and that the Learning Council is not responsible for these compromises in quality.

VI. ATTORNEYS' FEES

Should the Learning Council require an attorney at any time in order to defend, enforce, or take action relating to this Agreement, Clients shall be required to pay all reasonable attorneys' fees, costs, and expenses incurred in connection with such an action, regardless of the outcome.

VII. INSURANCE

- A. The Learning Council shall carry liability and other insurance in such dollar amount as deemed necessary by the Learning Council to protect itself against any claims arising from any officially scheduled activities during the Event/program period(s).
- B. Client shall obtain general liability insurance covering the day of the Event in the minimum amount of Three Hundred thousand (\$300,000) Dollars in a form and amount satisfactory to the Learning Council and the Policy indemnify the Learning Council which shall be named as an additional insured for the duration of the Agreement. A certificate of insurance and a policy endorsement naming

The Learning Council Hearth Center as an additional insured on the policy shall be provided to TLC at least ten (10) business days before the day of the Event.

- C. All Vendors working at The Learning Council shall carry and maintain in full force and effect while working at the Ranch workers compensation insurance, general liability insurance and policy endorsement naming the Ranch as an additional insured showing the required insurance is in place.

VIII. WAIVER OF LIABILITY AND INDEMNIFICATION

- A. Notwithstanding the requirement for such insurance, Client covenants and agrees that the Learning Council shall not be liable to Client or to Client's guests, invitees, employees, or other agents; for any suit, actions, claims, damages, and expenses in connection with personal injury, illness, property damage, or theft occurring at or in the vicinity of the venue, whether occurring before, during, or after the Event.
- B. Notwithstanding the requirement for such insurance the vendors shall be required to also hold harmless, indemnify, and defend the Learning Council, to the maximum extent allowed by law, from any and all liability arising from Vendors' use of the Learning Council, including the payment of the Learning Council's reasonable attorney's fees and costs incurred in defense of any actual or alleged liability.

IX. MUSIC AND ENTERTAINMENT

Due to the proximity of the Hearth Building to the local neighborhood, sound considerations are a concern. Although music (both live and recorded) is permitted, the music must be contained at a decibel sound level in compliance with the State of Colorado and Delta County sound ordinances. The Learning Council reserves the right to require Client(s) to cease the music if deemed inappropriate, in its sole discretion.

X. EVENT SET UP LIMITATIONS

- A. All property belonging to Client, Client's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up and removed on the designated days of the Event. Should the Client need earlier access for set-up purposes, this can be arranged for an additional fee. The Client is responsible for property belonging to the Client's invitees, guests, agents, and sub- contractors. Set up and break down time is rental time and will require the same hourly fee as the event taking place.
- B. Rental items must be scheduled for pick-up no later than by 10 a.m. the next day.

XI. VENDORS

- A. Caterers are to meet with the Learning Council representative the day of the Event to go over rules & expectations before the Event. Meeting time can be altered to fit the needs of caterers traveling in for the Event.

- B. Client and catering company are responsible for the set-up, break-down and clean-up of the catered site and kitchen. Dumping of grease or cooking fluids in the sinks is NOT allowed. Client and catering company are responsible for removing grease, cooking fluids and ice from the property. Appropriate time for break-down and clean-up should be allocated to meet the contracted timelines.
- C. All Event trash must be disposed of in the designated areas at the conclusion of the Event.
- D. All vendors must adhere to the terms of our guidelines, and it is the Client's responsibility to share these guidelines with them.

XII. FORCE MAJEURE

Except with respect to payment obligations under this Agreement, and notwithstanding anything to the contrary contained herein, neither Party shall be liable or responsible for any delays or failure to fulfill any obligation in performance of the Agreement, when such failure is caused by or results from unforeseen causes outside the Parties control, including without limitation, the following force majeure events (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action or inaction by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities and (j) other similar occurrences, now unknown, and beyond the reasonable control of the Parties .

Written notice of a Party's failure or delay in performance due to force majeure must be given to the other Party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. The Parties hereby agree, when feasible, not to cancel but reschedule the Event for a mutually agreed date as soon as practicable after the force majeure condition ceases to exist.

For the avoidance of doubt, Force Majeure shall not include (a) change of heart or change of mind (b) financial distress nor the inability of either Party to make a profit or avoid a financial loss, (c) changes in market prices or conditions, (d) a Party's financial inability to perform its obligations hereunder or (e) seasonally predictable weather and conditions.

The Pandemic existing at the time of execution of this Agreement is recognized by both Parties to be pervasive within the United States. Notwithstanding the Pandemic the Parties agree that they know and accept the Pandemic as an existing risk and that it shall not, in itself, constitute a force majeure.

XIII. SEVERABILITY

If any provisions of this Agreement are considered invalid under the rule of law, it shall be regarded as stricken while the remainder of this Agreement shall continue to be in full effect.

XIV. CONDITION OF VENUE

Client shall be responsible for returning the Venue to the condition in which it was provided to them. All property belonging to Client, Client's invitees, guests, agents, and sub-contractors, shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be removed by the Learning Council and Client's damage deposit will be subject to costs associated with item removal. Should the Client need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the Event, additional charges may apply. The Learning Council is not responsible for any property left behind by Client, Client's guests, invitees, agents, and sub-contractors. Any items left behind will be disposed of after 24hrs of the Agreement end date. The Client is responsible for any and all damages to the Venues and surrounding site. If site is not returned to the clean condition in which it was provided to them by Agreement termination, the Client's security deposit will be initially charged with a **One Hundred (\$100.00) Dollar** cleaning fee and Client may potentially lose entire security deposit if the failure to clean the venue. Please be courteous and respectful of the venue and for the guests that follow you. The Learning Council will provide a cleaning check list.

XV. JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. Delta County Courts shall have personal jurisdiction over the Parties with respect to any dispute arising out of this Agreement.

XVI. ALCOHOL

The Client, as the host of the Event, acknowledges responsibility for the proper and lawful consumption of alcoholic beverages at the Venue during the duration of the Event. Federal and State liquor laws concerning the sale and consumption of alcohol shall be strictly enforced. All terms, provisions and agreements set forth in **The Hearth Building Alcohol Policy** (attached as Exhibit A), are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. Any and all appropriate licenses and permits shall be submitted to the Learning Council no less than **Fifteen (15) Days** prior to the event. If the licensing and permitting are not provided or are insufficient, the Learning Council, in its sole discretion, has the authority to prohibit alcoholic beverages at the Event.

XVII. NOTICE.

Notices and communications between the Client and the Learning Council shall be made in writing, via email, hand delivery, or U.S. Mail at the following addresses:

Client

Name:

Physical Address:

Email:

Phone Number:

The Learning Council

Name: Alicia Michelsen

Physical Address: 138 Grand Ave Paonia, CO 81428

Email: Alicia@thelearningcouncil.org

Phone Number: 970-433-5852

XVIII. RESERVATION OF RIGHTS

The Learning Council reserves the right to cancel this Agreement for non-payment or for non-compliance with any of the Rules and Conditions of Usage set forth in the Agreement. The rights of the Learning Council as set forth in this Agreement are in addition to any rights or remedies which may be available to the Learning Council at law or equity.

XIX. RULES AND CONDITIONS FOR USAGE

1. Catering: The catering service area prep kitchen is not intended to be used for cooking entire Event meals, only for prep and distribution. No dumping of any food waste, cooking liquids, ice, grease etc. All items must be removed and disposed of on Caterer's property.
2. Deliveries / Delivery Trucks: There is a size limit to the height and length of vehicles entering the Venue. Please coordinate limits with us. We will need to know the delivery dates and times of any rentals, so we can meet them and show them where to drop the rentals.
3. Photography: The Learning Council reserves the right to use any photographs or other media reproductions of an event in publicity and advertising materials.
4. Rental Space Changes: Any contents or furniture movement must be pre-approved by the Learning Council. It is the Client's responsibility to restore all areas to their original appearance. Placements of tables, tents, live music, catering equipment, etc. must also be approved by the Learning Council planning staff. Additional fees may apply.
5. Smoking: The Hearth Building is a non-smoking facility.
6. Tables and Chairs: The Learning Council may provide tables and chairs as part of the rental; however it is not guaranteed. Client is advised to negotiate with local party rental companies for table and chair rental services.

ENTIRE AGREEMENT The foregoing constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties.

Signed and executed this ____ day of _____ 2022.

The Learning Council

Name, Title

Client(s)

Name