

MONTROSE EVENT CENTER CONTRACT TO LEASE

This Event Space Rental Agreement and Contract (the "Agreement") is between Park Av True Value Hardware d/b/a Montrose Event Center ("Lessor") and _____ ("Lessee"), and is dated this _____ day of _____, 20__.

DEPOSIT AND RENTAL FEES

To reserve a date and time, Lessee must sign this Agreement. In addition, a date-hold deposit of 20% must be paid and a current credit card number must be placed on file with Lessor to reserve a date and time for an event. The balance of your rental fee is due 7 days prior to your event, including miscellaneous costs, such as bar, audio visual, kitchen and rental equipment. Any additional costs that arise will be due and charged to your credit card one day prior to your event. No terms are implied or granted without prior credit with the Lessor. Access to the facilities will not be allowed until full payment is received.

INSURANCE

Special Event Liability Insurance, at Lessee's expense, is required of all parties, 10 days prior to the event. Businesses that carry off-site business insurance are asked to include "Montrose Event Center" as a loss payee and additional insured. If alcohol is served, the policy must include Host Liquor Liability coverage to protect Lessor against alcohol related accidents, however, Lessee is ultimately responsible for the safety of guests. Lessee must be insured for all food and food safety concerns that may arise from food prepared by self or others (non-licensed caterers) and brought into the facility.

LIABILITY

Lessee agrees to indemnify, defend, and hold Lessor, its landlord, building owners, officers, employees and agents harmless of and from any liabilities, personal injuries, costs, penalties, or expenses to any attendee or third party, arising out of and/or resulting from the rental and use of the premises, including but not limited to, the provision, service, and dispensing of alcoholic beverages, and food preparation and food safety issued at Montrose Event Center.

ATTORNEY FEES

In the event any action is required to be filed in any court in order to enforce any provisions of this Agreement, the Parties agree that the non-prevailing party shall pay all reasonable attorney fees, court fees, and costs of suit incurred to the prevailing party, including all collection expenses and interest due.

CITY, COUNTY, STATE, AND FEDERAL LAWS

Lessee agrees to comply with all applicable City, County, State, and Federal Laws and shall not conduct any illegal act on the premises. This is a drug free and non-smoking facility at all times, including marijuana and marijuana food products. NO EXCEPTIONS. Lessee shall not sell alcohol on premises at any time. Lessee may not serve alcohol to minors on the premises at any time. Lessee agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. Lessor reserved the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of Lessor or the Montrose Event Center or the safety of its staff, guests, or building contents.

CONDUCT

There is no drug use of any kind at the Montrose Event Center. In addition, there is no smoking of any kind on premises or within 25 feet of the building including loitering or congregating outside on the sidewalk or in common area at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Lessee and guests shall use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of Lessor or their staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases NO refund of the event costs shall be made. Please enjoy gazing at the garden, but the open courtyard is not included as part of your rented space. Children and teenagers are not allowed to run the property and should remain indoors with their parents.

SEVERABILITY

If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Colorado. Any suit brought for enforcement of this Agreement shall be brought in the Courts of the County of Montrose, Colorado, subject to any mediation provision below.

MEDIATION

In the event any dispute or controversy arises relative to this Agreement, any party seeking relief shall be required to submit their claims to mediation prior to filing suit for enforcement of the Agreement. The parties shall obtain a list of qualified mediators for the 7th Judicial District of Colorado from the Clerk of the Montrose County, Colorado Courts. The parties shall agree to a mediator from the list provided and proceed to mediate.

DATE AND TIME FOR EVENT

The Parties agree that Lessee shall rent the Montrose Event Center for an event on _____, 20__ between the hours of _____ and _____. Lessee shall have access to the Montrose Event Center starting at _____ on _____, 20__ and shall have the Montrose Event Center cleaned and all event items removed by _____ on _____, 20__.

CANCELLATION

Date-Hold Deposit is Non-Refundable. From 14 days prior to the event: NO SPACE RENTAL PAYMENT(S) WILL BE REFUNDED.

By signing below, The Parties acknowledge that they have fully read and understand all terms and conditions of this Agreement and that they will abide by all of the terms and conditions of this Agreement.

Lessee: _____ Date: _____

Address:

Phone/Email:

Signature: _____

Lessor: Park Av True Value Hardware d/b/a Montrose Event Center

Date: _____

Address: Montrose Event Center, 648 So. 1st Street, Montrose, CO 81401

Phone: 970.249.4850 Fax: 970.249.1882

Email:

Signature: BY: _____

