



10' x 10' Pop-up Canopy Rental Agreement:

Date: _____

Rented From: Clear Creek Metropolitan Recreation District
1130 Idaho St
Idaho Springs, CO 80452

Rented To: _____
Printed Name (First Last)

Organization (Non-profit/City/Town)

Billing Address

Mailing Address

Phone

Phone

Cell Phone for person accepting delivery

Cell Phone for person coordinating pick-up

E-mail

Number of Canopies to be provided: _____ *(10 available)*

\$10.00 x # of Canopies: \$ _____

Delivery Date/Time: _____ Pick-up Date/Time: _____
(Plan approximately 1 hour for set-up and 1 hour for tear-down). CCMRD staff will generally set-up and take-down the tent up on Monday-Friday. If a weekend or holiday set-up/take-down is needed, additional costs may be incurred.

Delivery Address/Directions: _____

Set-up and take-down will be completed by CCMRD Staff with the assistance of volunteers provided by the rental organization.



Canopy
TERMS AND CONDITIONS

NOTE: The canopies owned by the Clear Creek Metropolitan Recreation District (CCMRD) may only be rented by cities, towns, municipalities, non-profit organizations, residents and businesses within the CCMRD boundaries. They will not be rented to anyone residing outside the District or used outside the district borders unless approved by the CCMRD Board of Directors. CCMRD’s intent is to support Clear Creek County community events with a quality facility.

1. Safety/Operating Instructions: CCMRD staff will assemble and disassemble the canopies with the assistance of the customer. This is to reduce the likelihood of damage to the canopies and injuries resulting from improper set-up. As with any tent structure, SEVERE weather and high winds can cause the tent structure to fail. IN THE EVENT OF SEVERE WEATHER or HIGH WINDS, Customer acknowledges that they are responsible for assisting participants to seek safe shelter NOT UNDER THE TENT STRUCTURES. Customer agrees to keep and maintain safety rules for crowd control and to assume any and all risk of injury arising out of the tent failure during severe weather. CUSTOMER WILL TAKE DOWN CANOPIES IN THE EVENT OF SEVERE WEATHER.

2. General Release/indemnity/hold harmless: I, «customer», understand and acknowledge that the use of a canopy entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless **CCMRD** from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should **CCMRD** or anyone acting on behalf of **CCMRD** be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold **CCMRD** harmless for all such fees and costs. In the event I, the undersigned, or any of my participants file a lawsuit against **CCMRD**, it is agreed to do so solely in the State of Colorado. I agree that if any portion of this agreement is found to be void or unenforceable the remaining portions shall remain in full force and effect. In consideration of being permitted by **CCMRD** to use its equipment and facilities, the undersigned and it participants agree to indemnify and hold harmless **CCMRD** from any and all claims which are brought by the undersigned and/or their participants and which are in any way connected with such use or participation.

I, «customer», HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM THE CUSTOMER AND AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT.

Customer: _____
Print Name

Signature

Date

ADDITIONAL TERMS AND CONDITIONS

In consideration of the hiring of that certain Rental Equipment described on the invoice page of this Rental Agreement and General Release and in addition to all of the terms and condition set forth on the previous page of this agreement, the parties do further agree as follows:

3. Identity of parties: For the purposes of this Rental Agreement. CCMRD shall mean Clear Creek Metropolitan Recreation District, its officers, directors, staff, employees, contractors, agents, volunteers and "Customer" shall mean «customer» the person(s) or company listed in the "rented to" box on the invoice page of this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.

4. Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from CCMRD certain equipment described on the invoice page of this Agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed as «date»: «start»-«end» on the invoice page of this Agreement, but all of Customer's obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Equipment to the actual pick up of the Rental Equipment. When the Equipment is delivered by CCMRD and accepted by Customer, then Customer shall not be entitled to any refund whatsoever if Customer elects not to use the equipment due to weather or other causes.

5. Returned Check policy: In the event that a check is returned to CCMRD for insufficient funds customer agrees to pay the total rental price as well as an additional \$20.00 fee to CCMRD in cash immediately upon notice.

6. Weather: CCMRD cannot guarantee weather conditions, we reserve the right to cancel or reschedule your rental prior to delivery if severe weather conditions are imminent or if we have any reason to believe that the tent and/or its users may be in danger. Some examples of severe weather are high winds, excessive rain, snow, and lightening. The tent can not be set-up in high winds (over 15mph) or taken down when wet. Therefore, it is generally best to schedule the set-up early in the day and tear-down in the early afternoon.

7. Delivery: CCMRD will deliver the Rental Equipment in an 8'x12' enclosed trailer to «address» specified by Customer as listed on the first page of this Agreement. Customer will ensure there is a parking area for the trailer and grants to CCMRD true right to enter the property at «address» for delivery and set-up. CCMRD staff will pick up the Rental Equipment and any associated equipment or packing materials at the approximately specified times. At the time of pick-up an inventory of all items will be taken.

8. Receipt/inspection of Rental Equipment: Customer hires the Rental Equipment on an "as is" basis. Customer acknowledges that Customer will personally inspect the rental items prior to its use, and will read the operating/safety instructions prior to use. Customer specifically agrees that such rental items will not be used if Customer finds that it is not suitable for Customer's needs.

9. Possession/Title: Customer's right to possession of the Rental Equipment begins upon the items being delivered to Customer's premises and terminates on the actual pick up by CCMRD. Retention of possession, or any failure to permit the pick up of the item(s) at or after the end of the "Rental Period" specified constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to CCMRD the full replacement value for such Equipment listed on the invoice page of this Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by CCMRD. Title to the rental items is and shall remain in CCMRD name. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of CCMRD delivery of the items, until CCMRD picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, CCMRD may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold CCMRD harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Customer shall notify CCMRD immediately.

10. Care of the Rental Equipment: Customer shall be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment. Customer shall be liable to CCMRD for any and all damage which is not "ordinary wear and tear" in an amount equal to the replacement value of the rental equipment on the invoice page of this Agreement. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl, bending/breaking of poles or stakes, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of rental equipment with non-approved items such as chemicals, non approved food, paint, silly string (see Paragraph 12), mud, clay, or other materials.

11. Equipment Problems: Should any equipment develop a problem, or does not function correctly at anytime, or Customer does not understand the operating Instructions. Customer agrees to immediately cease use of that equipment. In particular, if a canopy is no longer taut, is flapping in the wind, or in any other manner threatening collapse, customer will immediately have the occupants exit the tent and check for one of the following conditions: 1) loose guide ropes; 2) torn vinyl fabric; 3) bent poles; 4) If you cannot correct the problem, call our office at (303) 567-4822.

12. Specific Rules and Instructions: The following rules and warnings must be obeyed in the use of the canopies:

- A) NO FLAME from any source may be used under a canopy without the approval of the Clear Creek Fire Chief. This includes grills, fire pits, propane heaters, and sterno food warmers.
- B) Climbing on poles or roof top is not allowed;
- C) "Silly String" IS NOT permitted to come in contact with the fabric. "Silly String" causes irreparable damage to the fabric.

Customer acknowledges that if the tent is damaged by "Silly String", then a \$100.00 fee shall be automatically imposed by CCMRD and shall be immediately due and payable by Customer.

- D) **WARNING** - extra caution and supervision is required for making the location the tent is to be erected. Check for the location of underground electrical and water lines prior to erecting the tent (if tent stakes are to be used).
- E) **WARNING** - It is unsafe to stay in the tent if winds exceed 20 miles per hour (MPH). Have all persons exit the tent,
- F) **WARNING** – It is unsafe to stay in the tent when lighting is within 5-miles. Have all persons exit the tent and seek safe shelter. The metal tent poles may act as lighting rods and have the potential to cause Severe injury and/or death anywhere near the tent.
- G) If the tent becomes unstable during use, re-secure guidelines; if tent remains loose, or for other questions regarding the safe use of equipment, please call our office at (303) 567-4822. Do not let the tent unit rub up against any surface.

13. Limited Warranty: CCMRD warrants that the Rental Equipment leased under this Agreement will be in good working order when delivered. All equipment is supplied and maintained subject solely to this warranty. CCMRD sole and exclusive obligations under this warranty is limited to repair or replacement of the rental equipment when CCMRD determines that it does not conform to this warranty. CCMRD makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. There is no warranty or representation that the rental equipment is fit for Customer's particular intended use, or that it is free of latent defects. CCMRD shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in anyway attributable to the operation of, installation of, use of, or any failure of the rental equipment. CCMRD shall not be responsible for any defect or failure unknown to CCMRD at the time of delivery.

14. Cancellation Policy: Customer will receive a full refund of deposit with cancellation at least 2 days prior to reservation date «date». If customer cancels less than 2 days prior to reservation date «date» CCMRD may keep the rental fee but customer may apply it to a future rental within a 180 day period.

15. Compliance with Laws: Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, parish, state, federal or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment, including any subsequently determined to be due. Customer is solely responsible for obtaining any/all permits and/or licenses from the appropriate government agencies prior to use.

16. Legal Fees: In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

17. Customer Acknowledgment: Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions on all pages and that they understand its content and that they execute it freely, intelligently and without duress of any kind.

18. Severability: If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

19. Entire Agreement: This Agreement constitutes the full agreement between CCMRD and Customer. Any prior agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges the receipt of the Rental Equipment that is the subject of this Rental Agreement and General Release and the fact that it is in good working order.

Customer: _____
Print Name

Signature

Date