



# The Commons @ Space to Create

CITY of TRINIDAD  
COLORADO

## MEETING, EVENT, & SPACE USAGE REQUEST FORM

Today's Date \_\_\_\_\_

Date requesting usage of space \_\_\_\_\_

Purpose for space usage \_\_\_\_\_

Times of event: From \_\_\_\_\_ To \_\_\_\_\_

Set up time \_\_\_\_\_ Break down time \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone # \_\_\_\_\_ email \_\_\_\_\_

On-site Contact Person \_\_\_\_\_

Phone # \_\_\_\_\_ email \_\_\_\_\_

Space requested:  Flex Space  Garage Area  Conference Room

Bar/Café/Patio area  Work Room #1 \_\_\_\_\_  Work Room #2 \_\_\_\_\_

Creative District Cubicle Space  Creative District Conference Area

Expected Attendance \_\_\_\_\_

Amenities requested: Tables # \_\_\_\_\_ Sign in Table Head Tables# \_\_\_\_\_

Table arrangement:  Banquet  Boardroom  Classroom  Small Square

Hollow Square  U- shaped

Chairs # \_\_\_\_\_ Seating arrangement:  Chevron  Auditorium

Tablecloths# \_\_\_\_\_  Projector  Screen  Sound  Lighting

Microphone  White Board  Owl  HDMI cable  Other \_\_\_\_\_

**If event is being catered, contact info for caterer:**

Name \_\_\_\_\_

Ph# \_\_\_\_\_ email address \_\_\_\_\_

**Information for on-site catering: Contact [Christa@TheHive.com](mailto:Christa@TheHive.com)**

**A \$200 deposit is required for all event reservations. Deposit will be returned upon culmination of event if no damages are found. Meeting and workroom spaces must be paid in advance.**

Apply deposit to final cost? \_\_\_\_\_

Deposit recv'd \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_

***Balance due prior to date of event*** \$ \_\_\_\_\_ rec'd by \_\_\_\_\_

Check # \_\_\_\_\_ Cash \_\_\_\_\_ (No credit card payments accepted)

***Please make checks payable to*** City of Trinidad

**Confirmation Date** \_\_\_\_\_ **Cancellation Date** \_\_\_\_\_

Please note: No alcohol may be brought in by event organizers or attendees. All alcohol must be purchased on site at The Hive café and bar.

### **Rate & Fee Schedule**

<b>Non-Profits –</b>	<b>½ Day</b>	<b>Full Day</b>
Garage area	\$200.00	\$400.00
Flex Space:	\$100.00	\$200.00
Conference Room:	\$50.00	\$100.00
Workrooms: 1 Room	\$25.00	\$50.00
Both Rooms	\$50.00	\$100.00
Patio	\$50.00	\$100.00
<b><u>Private:</u></b>		
Garage Area	\$400.00	\$800.00
Flex Space:	\$200.00	\$400.00
Conference Room:	\$100.00	\$200.00
Workrooms: 1 Room	\$50.00	\$100.00
Both Rooms	\$100.00	\$200.00
Patio:	\$100.00	\$200.00
<ul style="list-style-type: none"> <li>• <b>Table Cloth fee- \$2.00 ea.</b> (Waived if providing own table covers)</li> <li>• <b>Set up &amp; breakdown fee:</b> *(Option to have fee waived) <ul style="list-style-type: none"> <li><b>1-10 tables = \$100.00      11-20 tables = \$200.00</b></li> <li><b>21-30 tables = \$250.00      31-40 tables = \$300.00</b></li> </ul> </li> <li>• <b>Sound – 4 hrs. or less - \$175.00    Lighting- \$75.00    Stage - \$500</b></li> </ul>		

# **RENTAL AGREEMENT**

## **DATE/TIMES OF PERMITTED USE**

Lessee agrees to abide by the hours stated on the Meeting, Event, & Space Usage Request Form. Half-day rentals are any hours amounting to four or less. Full-day rentals are any hours exceeding four. Set up and break down times apply to total hours of use. All events must be concluded by 10:00 p.m.

## **INTERFERENCE**

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the building. Any and all events shall be concluded by 10:00 p.m. on the date of the event.

In consideration of tenants dwelling in upper floor apartments, Lessee agrees to maintain noise and music levels at a reasonable pitch.

## **SECURITY DEPOSIT**

A \$200.00 security deposit is required at the time of the application. This deposit will be used to hold your event space as well as a damage and cleaning deposit. This is a non-refundable deposit and will be used to reduce your total final payment if no damages are incurred and cleaning is acceptable at culmination of your event.

**LIQUOR – No alcohol is allowed to be brought onto the premises. Any event/meeting organizer wishing to have alcohol available for attendees must purchase the same from The Hive café and restaurant on site. Any violations of this restriction will result in the forfeiture of the security deposit and removal from premises.**

## **HIRED SECURITY/CERTIFICATE OF INSURANCE**

If Lessor believes that event requires hired security and/or a Certificate of Insurance, Lessee agrees and is responsible for hired security and providing insurance for the event. Said security shall be appropriate and necessary for the safety of the event goers. Lessor agrees to provide proof of said Security two (2) weeks prior to the event date. Certificate of Insurance should name the City of Trinidad as certificate holder and additionally insured and should name in the Description of Operations that it is for an event at The Commons at Space to Create.

## **INDEMNIFICATION**

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

## **"AS-IS" CONDITION**

Lessee agrees to accept the Facility in its "as-is" condition "with all faults". No artwork, or other existing placement of furniture are allowed to be moved! *Agreement can be reached to rearrange or remove existing exhibits, displays and/or artwork on walls or on floor prior to setting up of event and should only be done by Commons staff or on-site personnel.*

## **ASSIGNMENT**

Lessee shall not assign any interest in this Rental Agreement or otherwise transfer of the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

## **TERMINATION**

Lessor may terminate this Agreement based upon any one or more of the following events:

A. Failure of Lessee to pay the Security Deposit, provide proof of Event insurance, or provide proof of Hired Security, or failure to pay charges due hereunder when the same is due;

B. When necessary and sufficient notice is provided, Lessor may interrupt or terminate this agreement if Lessee fails to perform any of the covenants hereunder. In addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

## **RESTORATION**

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor. Lessee in the event of sufficient damage, may be liable to Lessor above and beyond the said Security Deposit.

## **CANCELLATION**

Lessee may cancel this Agreement at any time up to 14 days prior to the Event Date by providing written notice of such election to Lessor, at no cost to Lessee. If Lessee shall elect to so cancel this agreement between 13 and 8 days prior to the Event Date, Lessee will be charged 50% of the Rental Cost and any expenses incurred in good faith by Lessor in preparation for Lessee's use of the Facility. For cancellations 7 days prior to Event Date, Lessee will be charged 100% of the Rental Costs and any expenses incurred by Lessor.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction in Las Animas County Court in the State of Colorado. In the event of dispute, costs and attorney fees shall be awarded to the prevailing party.

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**\*Option to have set up fee waived:** I agree to set up before and clean up following my event, to include replacing chairs and tables on storage racks, removing all personal decorations and trash, wiping down any tables, chairs and other equipment used, and shaking out and bagging soiled tablecloths. \_\_\_\_\_

*I have read, understand, and agree to the terms and conditions set forth in this agreement.*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature