

## Program for Private Usage in non-Friends of Twin Lakes sponsored activities:

- Applications can be made by groups for private usage, provided that within one year prior to the event, the group must have provided 10 hours of volunteer service to Friends of Twin Lakes “FOTL,” or hours of service as otherwise determined to be reasonable by the FOTL Board based upon service opportunities and difficulty of the service or \$200 paid to FOTL in lieu of service hours.
- Any application for private use must be for usage subject to coverage, functioning heat, if needed, and reasonable safety, between the hours of 8:00 AM and 9:00 PM (or such reasonable times that can be covered and are not unduly disruptive for the Village of Twin Lakes). FOTL reserves the right to deny a usage request if it conflicts with FOTL sponsored activities/meetings or scheduling that conflicts with oversight availability<sup>1</sup> (note that most holiday weekends will be problematic for oversight availability).
- Applicants must provide a hard copy of appropriate event insurance coverage to a FOTL Board Member on or before 14 days of the event. This includes event insurance coverage appropriate for their desired usage that contains a \$1,000,000 general liability coverage with the **Lake County School District** and **FOTL** named as an additional insureds (this is consistent with our lease term requirements to protect School District and to provide protection to FOTL).<sup>2</sup>
- Applicant must agree to 1) set up and clean up in a reasonably careful and prudent manner, as determined by the FOTL Board and use agreement, 2) remove and haul away all trash at the conclusion of the event, 3) sweep and wipe down (with cleaner determined appropriate by the FOTL board) the floors, tables and chairs, and 4) ensure that felt or plastic covered footings are on all chairs, tables or any other items placed on the floor.
- Requests are reviewed by the board and subject to a majority of board approval and commitment by one board member or their designee to oversee the event (see below).
- The usage will be **hourly** with a \$30 per hour of usage/rental fee (if heat is used, the charge will increase by \$10 per hour)

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<sup>1</sup> FOTL Board Member, or Board approved designee, oversight of an event means:

- Opening the building for the user (the event user needs to be present while the building is open).
- The FOTL Board Member, or Board approved designee, returns before the event user closes the building following the event to confirm clean up and secure the Schoolhouse.

<sup>2</sup> Please see an example of special event insurance on [theeventhelper.com](http://theeventhelper.com). (This is not an endorsement for that provider.)

## Facility Use Agreement -- Twin Lakes School House

Facility Use agreement ("the Agreement")<sup>i</sup> is dated \_\_\_\_\_, 202\_ and is between Friends of Twin Lakes, Inc. ("FOTL") and \_\_\_\_\_ ("Group," entering agreement). FOTL agrees to allow the Group to use the Twin Lakes School House and its grounds ("TLSH," also referred to as the Facility) upon the following terms and conditions. The number of people using the TLSH shall not exceed 56 (as limited by Fire Chief/Marshal).

### RECITALS

A. The building and grounds of the TLSH are provided to assist FOTL in accomplishing its mission as a nonprofit of Colorado. The accomplishment of the mission of FOTL shall be considered to have first priority in all decisions concerning the use of the TLSH and grounds. The use of any facility or grounds shall not be authorized when such use may disturb the conduct of FOTL related or sponsored community related activities. The use of the TLSH is subject to the terms and conditions of this Agreement, and FOTL policies and procedures.

B. The Group desires to use the TLSH for an event, and the FOTL determines it is in its best interest to allow such use pursuant to the terms and conditions herein.

### AGREEMENT TERMS

- 1. Permission.** The Group has permission to use the Facility during the Group's selected dates and times requested. Any changes in dates and times are subject to availability and oversight. From \_\_\_\_\_ on \_\_\_\_\_ ("start time") until \_\_\_\_\_ on \_\_\_\_\_ ("end time") for an event scheduled to begin at \_\_\_\_\_ pm on \_\_\_\_\_ and end at \_\_\_\_\_ m on \_\_\_\_\_.
- 2. As is.** The Facility will be delivered to the Group in reasonable condition determined by FOTL to be "As Is" with existing furniture and equipment. Any other needed equipment or furniture must be supplied by the Group. FOTL makes no representations as to the suitability and fitness for use of the TLSH or furnishings used by the Group under this Agreement. (Please note that there are no restrooms or running water on the premises.)
- 3. Usage Fee.** UNLESS OTHERWISE AGREED: The Group using the TLSH shall pay a fee of \$30 per hour, without using heat; and \$40 per hour, if heat is used. The Group will be charged the regular hourly rate for each hour (or fraction thereof) before the start time that they request access for set up and after the event for cleanup. Either 10 hours of service work or \$200 shall be paid for each use. **A separate cleaning and security deposit of \$150 is required at the later of signing or five months prior to the event.<sup>1</sup> This agreement has no deposit requirement, however, the Group must leave the grounds clean and reimburse FOTL for any damages or garbage removal to the property in and around the Schoolhouse, and the rate will be \$15 per hour.**
- 4. Insurance.** The Group must obtain and provide proof of appropriate insurance to cover damage and liability incurred by occupancy and /or use of the Facility. The coverage will be documented and a hard copy given to FOTL a minimum of two weeks before the event. The minimum insurance

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<sup>1</sup> The cleaning and security deposit will be used to pay for repairs, cleaning, or replacement of facilities or furnishings, early arrival or late departure, or the deductible for special event insurance. If no appropriate expenses need to be charged to the deposit, it will be refunded in full within thirty (30) days after the event. If any amount is withheld from the deposit, copies of invoices for all FOTL expenses will be included with any remaining refund due to the Group.

required is \$1,000,000 general liability coverage naming both the Lake County School District and the Friends of Twin Lakes, Inc. as additional insureds. Additional insurance may be required depending upon usage proposed.

Additional insurance, if any:

If any damage is not covered by insurance the Group will pay FOTL or the School District in full for damage within 30 days after receipt of FOTL's or the School District's invoice.

5. **Indemnity and Responsibility.** The Group will indemnify defend and hold harmless Lake County School District, FOTL and its officers and members against any claims, damage, liability, injury, expense or loss, including defense costs and attorney fees arising out of or related to the Group's use. The Group agrees that all participants are under the direct and complete supervision and control of the Group. The Group shall be responsible for any damage to TLSH or personal property caused by the Group, its participants, or guests. The Group shall promptly notify the FOTL if any such damage occurs. FOTL shall not be liable for property damage, personal injury, damages, or other losses or expenses sustained by the Group. The Group assumes all risks, injuries to its participants and loss or damage to its property and the property of its participants.
6. **Assignment.** This agreement cannot be transferred to any other party.
7. **Authority.** Each person signing this agreement represents and warrants that they are authorized to sign this agreement on behalf of the Group and they have authority to bind the Group to fully perform in this agreement.
8. **Amendments of Agreement.** No change(s) is valid unless all parties signing the original agreement sign the appropriately dated modified agreement.
9. **Facility use.** The Group agrees to maintain the cleanliness of the TLSH and return it and the surrounding area in this state, as well as comply fully with the following:
  - All food and all trash must be removed and hauled away from the Facility (it **cannot** be left outside) at the conclusion of the event.
  - No camp stoves, live flame candles or open flames (other than sterno food warmers in proper containers to warm food provided by a caterer) may be used inside the Facility.
  - Ensure that felt or plastic covered footings are on all chairs, tables or any other items placed on the floor.
  - Sweep, wipe down and clean all chairs, tables and floor with cleaners determined by FOTL Board.
  - Amount of a cleaning deposit that is withheld is solely determined by FOTL. Most cleaning supplies are supplied by the user, unless otherwise directed by the FOTL Board.
  - Upon conclusion of the event the lights are to be turned off and the heater thermostat is set to lowest temperature. Instructions on the use of the heating system are affixed to the wall next to the thermostat. Failure to turn down the thermostat will cause an increased assessment for fuel. All doors closed and locked.
  - The possession or use of illegal drugs (as defined by federal or state law) on TLSH property. No marijuana is allowed inside the Facility or grounds. Upon any violation of any local, state, or federal laws or FOTL policies, rules, or regulations, FOTL may in its sole discretion expel any individual violating the policy, or may terminate this entire Agreement, and in such event FOTL shall have no obligation to make any refunds. FOTL reserves the right to deny applications for use if the user has previously violated the rules or if the use would be contrary to the purpose of FOTL's mission, in FOTL's sole discretion.
  - No smoking is allowed inside the Facility or outside within twenty five feet of any entry.

- Group shall cooperate with FOTL Board and agents in obtaining access to and securing the Facility following use.
- Stairways, corridors and entrances/exits must be kept free of obstruction at all times.
- Group shall comply with all the reasonable rules and regulations for the protection of the Facility and with all the laws, ordinances, regulations, rules, and orders of appropriate governmental authorities either now in force or hereafter enacted pertaining to: (i) land use and building and zoning plans, codes, resolutions, and regulations, and (ii) police, fire, sanitary, occupancy, and preservation of the Leased Premises and the sidewalks connected thereto. The Group shall not, during the term hereof, maintain, commit, or permit the maintenance or commission of any hazard, nuisance or waste the TLSH.

**10. Termination and Cancellation.**

- FOTL reserves the right to revoke use of the Facility and furnishings to any participant whose conduct, solely in the FOTL’s opinion, becomes injurious or potentially injurious to the TLSH or FOTL. This includes, but is not limited to, cancellation/revocation in the judgment of the FOTL Board due to safety, inclement weather and/or non-functioning heat (if needed). Such cancellation/revocation shall not be cause for any claim against FOTL for damages due to cancellation/revocation.
- Termination by FOTL for Convenience. FOTL may terminate this Agreement for convenience upon thirty (30) days written notice to the Group. The Group shall receive a full refund of all deposits and payments made by the termination date.
- Subject to the final provision below, if the Group cancels the event with less than thirty (30) days’ notice in writing to FOTL, the Group shall forfeit half of the refundable cleaning and security deposit.
- In the event of termination by either party caused by an event or circumstance, regardless of whether it was foreseeable, that is not caused by and is beyond the reasonable control of the Group and/or FOTL shall result in the full refund of deposit and each party will be held harmless for any loss of damage caused by this type of termination/cancellation.

**11. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, written or oral, prior to the signing of this Agreement. This Agreement shall not be modified, assigned, altered or changed except by mutual agreement confirmed in writing by an authorized representative of each party to this Agreement.

**Friends of Twin Lakes By:**

Title: President

Date:

**Group By:**

Title:

Date:

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<sup>i</sup> This Facility Use Agreement is subject to the applicable terms and provisions of the underlying lease agreement between the Friends of Twin Lakes and the Lake County School District, including, but not limited to, termination of lease by Tenant or Landlord. See lease agreement at <https://www.friendsoftwinlakes.com/schoolhouse-private-use/5-14-19-schoolhouse-lease/>.