

*Make all checks payable to “Fort Garland Museum.”

*Please send payment to: **Fort Garland Museum, PO Box 368, Fort Garland, CO 81133**

*Late fees assessed for overtime: \$50/hour, pro-rated at the half-hour, past 12:00 a.m., including required cleanup at end of event.

*Additional fees may be assessed for attendance greater than the maximum allowed as set forth in the rental fee schedule.

Camps

Camps Counselors/adults are responsible for their group of children. Fort Garland does not assume liability for welfare of the group. Organizers must provide an adequate ratio of adults to children. Male and female campers and counselors will sleep in separate barracks. Counselors will stay in barracks with campers. The Mess Hall will be available for your use all day but in the barracks please have all evidence of use stowed away in footlockers by 9am when the Museum opens. This is an historic space, please respect it, any damages incurred will be charged to client. Contact information will be given counselors in case of emergencies.

Rental Fees/Reservation Fee/Cancellation

Rental Fees shall be paid in advance fourteen (14) days prior to the event. Failure of CLIENT to pay the fees by this date is grounds for cancellation of this Agreement by HC.

To reserve space at the Museum, CLIENT must provide the Reservation Fee stated above and an executed copy of this Agreement to the Museum. Without a signed Agreement and the Reservation Fee, the date will be considered open for rental to other clients.

If the event is cancelled by CLIENT, the Reservation Fee will only be refunded if cancellation is received in writing 30 days in advance of the rental date. If the cancellation is given less than 30 days in advance of the event, the entire Reservation Fee is forfeited.

Damages to Facility

CLIENT agrees that it will be financially responsible for its actions and the actions of its caterer, vendors and guests which result in damages to either the exterior or interior of the facility, and for any additional cleaning required by the Museum after the scheduled event. If any part of the facility or equipment owned or maintained by Museum is damaged or is inadequately cleaned by the CLIENT, the CLIENT’s caterer, vendor, or the CLIENT’s guests, the Museum may assess the damages or additional cleaning required, send an invoice to CLIENT to reimburse the Museum for repairs, replacements or cleaning, and CLIENT shall pay said invoice in full within 30 days after receipt.

Catering

The CLIENT is responsible for ensuring that their selected caterer follows all security and clean-up requirements. Caterer shall, at its own expense, obtain and maintain insurance as provided in Attachment A.

Third Party Agents

The CLIENT signing the Rental Agreement is responsible for all fees and payments, regardless of Third Party arrangements.

Vendors

All vendors, including CLIENT’s caterer, contracted to provide services for CLIENT’S event must contact Museum rental staff no later than 7 days prior to the scheduled event date to coordinate delivery times, loading areas, set-up locations, and pick-up schedule. The Museum will not provide staff or carts, hand trucks etc. to move equipment. Any vendor shall, at its own expense, obtain and maintain insurance as provided in Attachment A. For entertainers, also see “Music/Entertainment” below.

Liability

CLIENT shall indemnify, defend, save and hold harmless HC, the Museum, the State of Colorado, its departments, agencies, boards and their officers, officials, employees, agents and volunteers from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs and attorneys’ fees) for bodily injury or personal injury (including death) or loss or damage to tangible and intangible property caused or alleged to be caused, in whole or in part, by: (i) the negligent or willful acts or omissions of CLIENT or any of its guests, agents, employees or contractors; and (ii) CLIENT’s failure to comply with any law or ordinance or the terms and conditions of this Agreement.

The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the acts or omissions of HC and the Museum are controlled and limited by the Colorado Constitution, the Colorado Governmental Immunity Act (CRS 24-10-101, et seq.) and the Risk Management Act (CRS 24-30-1501, et seq.). Any provision of this Agreement shall be modified so as to be in compliance with such laws and statutes.

Filming/Photography

CLIENT may film and/or photograph private functions, such as weddings, parties, etc. However, filming and/or photography for commercial purposes requires an additional agreement as determined by HC.

Miscellaneous Fees

1. The CLIENT will pay an hourly fee to the Museum to cover the costs of staff time for setup and cleanup. See fees for "Off-hours staffing" on page 1.
2. The CLIENT will pay for any extraordinary arrangements for electrical or communications setups; and for any additional costs for security and safety of the collections or persons involved.

Music/Entertainment

- A representative for any entertainment company hired by CLIENT must contact the Museum rental staff at least 14 days prior to event date to review any specific needs related to electrical, lighting, sound, etc.
- Any amplified music is subject to volume control at the discretion of the Museum staff representative.
- CLIENT, or the entertainment hired by CLIENT, will have obtained prior to the date of the event all necessary rights to perform or display any works that are subject to any copyright and will indemnify and hold harmless HC and the Museum from and against all charges, complaints, liability, damages, costs, fines, fees (including reasonable attorneys' fees), assessments, and penalties arising out of the performance or display of any such work.

Decorations

- Due to the sensitive nature of our exhibits and collections, the following items will not be allowed inside the Museum: birdseed, confetti, flower petals, rice, glitter, and bubbles.
- The Museum requires that nothing be posted, nailed, screwed, or otherwise attached to the walls, floors, exhibit graphics, or other parts of the building, furniture or surrounding areas. Exceptions may be made for art shows coordinated with the Museum staff.
- The Museum requires that nothing be hung from ceiling, rafters, arbors, or other over-head structures.
- All decorations, supplies, promotional items, rental items, etc. must be removed immediately following the scheduled event, unless otherwise approved by the Museum staff. The Museum is not responsible for any materials or equipment left behind.

Security

- Events involving over 200 people will require Security Personnel, paid by the CLIENT and arranged/hired by Museum Staff.
- The Museum does not assume responsibility for the damage to, or loss of, any merchandise or articles brought into the facility or for any items left unattended.
- Any event involving or serving liquor requires a minimum of 1 Security person. Additional security personnel are required for events of 100 people or more with a minimum of 1 Security person per 100 guests.
- Fees for security personnel are provided on page 1.

Deliveries/Package Receiving

All deliveries must be scheduled through Museum staff at least two weeks prior to the event. Scheduled deliveries may only be made the same day as the event. Should CLIENT or any agent acting on the CLIENT'S behalf need to ship materials for the scheduled event, the shipment must be addressed to the attention of "Museum Rental" and marked with the NAME and DATE of the event.

Loading/Unloading

Loading and unloading of vehicles is permitted only in designated areas identified by Museum staff.

Early Morning/Late Evening Events

For early morning and late evening events, CLIENT shall coordinate with Museum rental coordinator for hours of access.

User Guidelines

Museum collections and artifacts are irreplaceable and properly caring for them is a major responsibility of the Museum. The Museum will review all prospective renters on a case by case basis and reserves the right to refuse rental of the facility to anyone. The following rules ("User Guidelines") must be adhered to at all times:

1. Please check in with Museum staff upon arrival and departure.

2. Professional food service is recommended.
3. Access to a sink area is available, but with restrictions: for obtaining water and for dumping out liquids ONLY. No solids or food products of any kind are to be dumped in disposals or sinks. Caterers may not have access to designated sink areas until after 3:00 PM, unless authorized by Museum staff.
4. Food and drink are not allowed in any exhibit area.
5. Smoking is not allowed anywhere in the building.
6. All candles must be enclosed in glass. Fireworks and other pyrotechnics are strictly prohibited.
7. Exhibits may not be moved or any materials affixed to any surface without prior approval by Museum staff.
8. No flash photography is allowed in any of the exhibit galleries. Flash photography is permitted in non-exhibit areas identified by the Museum staff.
9. The Museum is not responsible for any losses or injuries sustained by the CLIENT, CLIENT's caterer, vendors, or any member of the CLIENT'S group. It is the responsibility of the CLIENT to inform all terms of the Rental Agreement and User Guidelines to all members of the CLIENT'S group, including the caterer and other vendors.
10. Caterer and/or CLIENT (if no caterer) are required to provide for all trash removal at the end of each event. The Museum does not provide personnel or space for trash removal for private rental events.
11. Prior to leaving the building, the caterer and/or CLIENT must do a walk through inspection of the space with Museum staff. Its cleanliness must meet the Museum representative's satisfaction.
12. Use of the premise may be terminated at any time if any terms of the Rental Agreement, including these User Guidelines, are violated or if the conduct of the CLIENT or any member of the CLIENT'S group, including the caterer and other vendors, is abusive or dangerous to the building, its exhibits and its furnishings, or any individuals therein. The decision to terminate use will be made by Museum staff on duty or any supervisory staff member.

Liquor Rules and Regulations

1. The Museum does not hold a liquor license. CLIENT and/or caterer must purchase liquor from outside sources.
2. Security is required for all events involving liquor.
3. Liquor may not be distributed for an event until after the Museum has closed to the public 4:00 pm daily.
4. Liquor must be delivered on the day of the event, and taken off the premises immediately following the event.
5. Professional bartenders must be utilized for all dispensation of alcohol.
6. CLIENT or its caterer will provide all elements of bar service, including ice, coolers, ice tubs, glassware, mixes, soft drinks, corkscrews, bar fruit, etc.
7. Caterer must supply the Museum with a Catering License and Certificate of Insurance as provided in Attachment A.
8. All alcohol consumed on the premises must be served by licensed and insured bartenders either hired by CLIENT or provided by the caterer. The bar must be continuously staffed by said bartenders for the duration of the event until the bar has closed.
9. Free pouring is prohibited. Table wine is prohibited.
10. Keg beer is not permitted for any event. *No exceptions.*
11. Food must be available at all times that alcoholic beverages are distributed.
12. CLIENTS wishing to provide a cash bar must apply for a Special Event Permit through Costilla County. Upon approval, the Client must forward the completed Special Events Permit to the Museum's Director *no later than 7 days prior to the event.*
13. According to Colorado law, alcoholic beverages may only be served to those persons 21 years of age or older. Also, no visibly intoxicated individual may be served additional alcohol. The Museum will strictly enforce this law. If, at any time during the event any violations to the liquor law or the Museum liquor policies are observed, the liquor will be pulled and the bar closed.
14. The bar is to close at least thirty minutes prior to the time specified on this Rental Agreement.
15. No guest may leave the premises with liquor (open container or closed bottle). CLIENT or the caterer may remove leftover alcohol at the end of the event as long as bottles are sealed.

Changes, Additions or Modifications

Any and all changes, additions or deletions, including corrective lining out by either the Museum or CLIENT, will not be valid or binding to the other unless such modifications have been initialed and dated or otherwise approved in writing by both parties. Changes to this Agreement requested by CLIENT (such as expected attendance, rehearsal date, etc.) must be made in writing 14 days in advance for the Museum staff to accommodate the changes.

Force Majeure

In the event that circumstances take place beyond HC's control that may include, but are not limited to, acts of nature, war, riot, terrorism, governmental action, interruption in transportation or utilities, fire, accidents, strikes or extremely inclement weather ("Force Majeure"), HC and Museum shall not be liable for any delays or losses. In such circumstances, HC will provide the CLIENT with notice as promptly and reasonably as possible following the onset of such events and circumstances. For a Force Majeure event

which prevents or prohibits the occurrence of the CLIENT's event, the event may be rescheduled within ninety (90) days of the original event date with no financial penalty to HC.

Acceptance

By signing and returning this Agreement along with the Reservation Fee, this Agreement will constitute a binding contract between HC and CLIENT. The individuals signing below represent that each is authorized to bind his or her party to this Agreement. An event is only considered booked when a signed Agreement and Reservation Fee have been received by HC.

Important: CLIENT has received, read, and agrees to fully comply with all terms of this Agreement. Noncompliance by CLIENT, CLIENT'S guests, caterer, or other vendor during the rental event is grounds for termination of this Agreement and cancellation of the remainder of the event.

CLIENT Signature

Date

History Colorado

Date

CLIENT Name (printed): _____

Authorized Representative

Company/Organization

Title: _____