



EVENT SPACE RENTAL LICENSE AGREEMENT

THIS EVENT SPACE RENTAL LICENSE AGREEMENT (“**Agreement**”) is entered into this _____ day of _____, _____, JOVIAL CONCEPTS, INC., a Colorado nonprofit corporation (“**Jovial**”), THE CO-OP AT 1ST (the “**Co-op**”), and _____ (“**Renter**”).

CONDITIONS AND RESPONSIBILITIES OF RENTER.

Please read the material below to make sure all parties understand the requirements of providing for everyone’s safety and keeping the Co-op a well maintained and safe location for future use. Renter must complete the Rental Information Form and the Credit Card Authorization Payment Form, attached hereto as Exhibit A and Exhibit B respectively.

DEPOSIT/RENTAL FEES.

A signed contract and date-hold deposit in the amount of _____ (per each 4-hour rental period) must be received to reserve your date(s) and time(s). The balance of your space rental fee is due thirty (30) days prior to your event. Miscellaneous costs, such as bar, catering, rentals, etc., are not the responsibility of the Co-op. Any additional costs that arise will be due within two (2) days of your event. No terms are implied or granted and no work will be allowed to commence until full payment is received.

INSURANCE.

Special Event Liability Insurance is required of ALL renters and is due no later than ten (10) days prior to your event. The insurance must, at Renter’s sole expense, provide and maintain public liability and personal property damage insurance, insuring Jovial and the Co-op employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of Renter’s use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than \$1,000,000 per occurrence, and general aggregate liability of not less than \$2,000,000. Jovial Concepts, Inc. and The Co-op at 1st shall be named as additional insureds.

If alcohol is to be served, Renter must ensure that the Special Event Liability Insurance policy includes Host Liquor Liability coverage to protect against alcohol-related accidents. Renter is ultimately liable for the safety of its guests. Established catering services companies may use their license and insurance to cover this. Please understand that the Co-op will immediately terminate this Agreement and end any event where there is alcohol consumption absent the necessary insurance coverage.



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Any caterers and/or outside vendors, companies, and/or institutions MUST provide a copy of their Certificate of Insurance and Catering License to the Co-op naming Jovial Concepts, Inc. and The Co-op at 1st as additional insureds, and will be delivered at least one month prior to the event.

LIABILITY.

To the fullest extent permitted by law, Renter agrees to indemnify, defend, and hold Jovial and the Co-op, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, claims, damages, suits, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by Renter, its employees, and agents of alcoholic beverages at the Co-op, and attorney's fees and litigations costs for injury to persons or damage to property arising out of or resulting from use of the event space and facilities of the Co-op.

CATERING STANDARDS.

The Co-op offers a limited kitchen with running water, a cook-top stove, and refrigeration ONLY. Use of the kitchen is permitted, provided that use of the kitchen is restricted to individuals approved in writing in advance by the Co-op. Additional fees may apply for use of the kitchen. Renter is responsible for cleaning and removing trash. We have compost, recycling, and waste bins on the facility and urge renters to strive for ZERO WASTE EVENTS in accordance with the Co-op's best practices. Event space will be cleaned and bathrooms fully stocked prior to each event. If Jovial or the Co-op staff must clean after event, Renter will be charged a \$35 per hour clean-up fee.

Jovial and the Co-op may provide tables and chairs sufficient to seat 75 people for a fee of \$35.00. We do not provide dishes or compost ware, silverware, cookware, tablecloths, or any other event related items. Please come prepared.

Renter ___ does / ___ does not request use of Jovial's tables and chairs.

PARKING/BAR GUEST COUNT.

Final guest count changes MUST be submitted in writing at least ten (10) days prior to your event. And although additions may be made to your guest list up to two (2) days prior to your event, no refunds will be given for reductions to the guest count ten (10) days prior to your event.

CAPACITY.

The Co-op space **maximum capacity is 100 people**. We have four (4) toilets which are ADA accessible and 34 parking spaces, four (4) of which are ADA accessible.

SITE DECORATION.

The Co-op wants to make every event here a special and welcome experience. Therefore every effort will be made to allow Renter to prepare decorations reflecting their creative requirements.



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We ask that only the staff of the Co-op rearrange and move any furnishings, including, but not limited to, artwork, lamps, antiques or seating. No nails, screws, staples, or penetrating items are to be used on our walls or floors. NO glitter or foil (non-paper) confetti is allowed on site. Only low tack tape is allowed on our floors and walls. Any damage will be charged to Renter after Renter's event.

PAST DUE SUMS.

If Renter fails to pay, when the same is due and payable, any fee required to be paid by it hereunder, including, without limitation, clean-up fees and damage charges, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of 18% (eighteen percent) per annum.

CONDUCT.

There is absolutely no drug use or smoking of any kind, including marijuana, tolerated on premises or within 25 feet of the building including loitering or congregating outside on the sidewalk 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. Renter and guests shall use the premises in a considerate manner at all times. During underage events, such as school dances, we prefer that underage individuals do not have in and out privileges. Conduct deemed disorderly at the sole discretion of the Co-op 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.

SECURITY.

Neither Jovial nor the Co-op provides, nor has any duty to provide, security services for Renter, or Renter's event. We will not be liable for failure to provide security services to protect Renter or Renter's event from the criminal or wrongful acts of other persons, including Renter's guests, employees, and agents. If, from time to time, we provide any patrol or security services, those services are only for the protection of the Co-op and will not constitute a waiver of, or in any manner modify this disclaimer.

LIVE MUSIC/DJs/NOISE.

The Co-op encourages music and lots of dancing! However, please be aware that the premises are located near residential units and therefore neighborhood noise regulations do apply. In the event that Renter's event creates a disturbance due to high noise volume, the Co-op onsite manager has full authority to ask the Renter, DJ, or live music presenter to turn the entertainment down and/or off. If repeated disturbances are created, at Jovial's or the Co-op's discretion, Renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to Renter.



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Loud music must end by 10 p.m. during weeknights (Monday through Thursday) and by midnight on weekends (Friday and Saturday). Additional time can easily be added provided the volume is modest and it cannot be heard beyond the boundaries of the property or by immediate neighbors.

CANCELLATION.

Date-Hold Deposit is non-refundable.

From 10 days prior to the event: NO SPACE RENTAL PAYMENT(S) WILL BE REFUNDED.

LOAD-IN/LOAD-OUT AND STORAGE.

All load-ins and load-outs must take place within the designated timeframe given by the Co-op. If there is an event prior to Renter's, a timed delivery will be required. The Co-op is not responsible for checking in or handling any items brought into the venue by rental companies. All external items must be checked in and signed for by the client or client's representative. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by Renter.

CLEANING, TRASH AND EQUIPMENT REMOVAL.

The Co-op will be in a clean condition prior to your event. Within two (2) hours following the event, you are required to return the space to the same clean condition in which it was found.

Jovial and the Co-op encourage those renting space to consider green, sustainable, fair trade, ecologically sound cleaning and zero waste solutions. The Co-op proudly commits to as close to zero waste events as possible. All trash, including sorted recyclables and properly sorted compostables, must be collected, properly bagged and removed by the Renter or the caterer.

All rental equipment must be removed immediately following your event.

CITY, COUNTY, STATE AND FEDERAL LAWS.

Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, NO EXCEPTIONS. Renter shall not sell alcohol on the premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. The Co-op reserves the right, in its exclusive discretion, to expel anyone who in its sole 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 the Co-op or the safety of its staff, guests, or building contents.

ENTRY AND EXIT.



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Renter agrees that Jovial and the Co-op staff may enter and exit premises during the course of the event. A representative of the Co-op may be on site during your entire event and will be checking periodically with the responsible parties to ensure everything is running smoothly. We will also be checking the bathroom, the overall premises, replenishing hand towels and toilet paper, and will be available for questions or to respond to needs or issues that may arise at any time.

LOST AND FOUND.

Jovial and the Co-op take no responsibility for personal effects and possessions left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Jovial and Co-op make no representations regarding the safety of any items in the lost and found nor do we take any steps to ensure items in the lost and found are claimed by their rightful owner.

PROMOTIONS AND COPYRIGHT.

We are happy to provide professionally created images of our space for promotional materials.

We hope you will refer others here and are happy to answer any questions you might have about the types of events we do. We are also happy to personally welcome your guests and speak to them about the historic nature of the building, or its contents.

NATURE OF AGREEMENT.

This Agreement is a revocable license. Therefore, Jovial reserves the right to revoke this Agreement for any reason whatsoever.

MISCELLANEOUS.

- a. Notwithstanding anything to the contrary contained in this Agreement, if Owner institutes legal proceedings against Licensee with respect to this Agreement, or the use, enjoyment, operation or condition of the License, Licensee shall pay to Owner an amount equal to all attorneys' fees and disbursements and all other costs and expenses incurred if Owner prevails in connection therewith.
- b. This Agreement may not be amended or modified except by a written instrument duly executed by Owner and Licensee.
- c. This Agreement constitutes the entire agreement between Owner and Licensee concerning the subject matter of this Agreement, and supersedes any prior agreements between Owner and Licensee concerning the subject matter thereof.
- d. This Agreement may be executed in counterparts, each of which, when executed, shall be deemed an original and all of which together will be deemed one and the same instrument.



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- e. This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado without regard to choice of law provisions.

DATED as of this _____ day of _____, 201__.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year hereinabove written.

JOVIAL CONCEPTS, INC.:

By: _____

Title: _____

RENTER:

By: _____

Title: _____