



SAMPLE CONTRACT

Below are the Terms & Conditions required for all Wedding Events. This is a sample document and cannot be used as an agreement for rental. Please contact us at thebarn@evergreenmemorialpark.com or 303-674-0556 for official rental information and contracts.

Terms & Conditions

The Barn:

The Renter understands the maximum indoor capacity of The Barn – Main Floor 150 people (ceremony style), Balcony 50 people, Walk-Out Basement 50 people **The Barn Rental Fee(s):** The Renter agrees to pay an initial refundable deposit of **\$800.00**. This payment serves to hold the venue for a specified date and time block of the event and is required to reserve the specified date. No date will be held without the \$800.00 deposit. If EMPRA must cancel the scheduled event for any reason, EMPRA will provide an accounting of time and expenses incurred under this Agreement to the date of cancellation and will refund the deposit, less those amounts. The following is the agreed-upon Barn Rental Fee for a time block of hrs. **All changes to the Rental Time Block or Additional Charges added must be in writing and additional payment will be due at the time of the request.**

1. Payments/Reservation Deposits

- Evergreen Memorial Park and Recreation Association accept personal checks, ACH, VISA, MasterCard, Discover, and AMEX as forms of payment. **Please note that for all credit card payments there will be an additional 3% processing fee added to your invoice. There is no fee for ACH or personal checks payments.** At the time of booking, an \$800.00 damage/security deposit** is due as well as the signed Rental Agreement. It is understood that the Renter is the responsible party for any damage(s) incurred to the facility or grounds arising from the event, whether or not it is more than the damage deposit.
- Payment in full must be made 150 days before the event date. Any late payments will be charged a **10% late fee**. If the full payment is more than 30 days delinquent, the reservation will be canceled and all monies paid will be forfeited.
- Checks should be made payable to Evergreen Memorial Park and Recreation Association (EMPRA), 26624 N. Turkey Creek Rd., Evergreen, CO 80439.

□ **The Renter understands that the final decision regarding the damage deposit and cleanup is done by EMPRA Management, not the event staff. Event staff documents all events and reports back to The EMPRA Management. **The refundable security/damage deposit of \$800.00 (returned within 30 days after the event), pending the final inspection for damage to the venue, EMPRA's equipment or other day of the event charges not previously identified or paid for in advance. If there are any additional charges the day of the event, they will be deducted from the deposit and/or billed to the "Renter."**

2. Cancellation Policy

The Renter may cancel the scheduled event **in writing or by email** 180 days prior to the event date and forfeit ½ of what was paid for the damage/security deposit. Cancellations less than 180 days, but more than 150 days will forfeit the full amount paid for the damage/security deposit, with any additional monies paid to be refunded. Cancellations less than 150 days, but more than 120 days will forfeit the full amount paid for the damage/security deposit and ½ of Rental Fee, with any additional monies paid to be refunded. Cancellations less than 120 days will forfeit all monies previously paid. Event reservation may not be transferred to another renter/party. No show events will forfeit rental fee and damage/security deposit. All refunds are processed within 30 days of cancellation. If EMPRA must cancel the scheduled event for any unforeseen reasons, EMPRA will provide an accounting of time and expenses incurred under this Agreement to the date of cancellation and will refund all monies deposited or paid in excess of that total amount within 30 days of cancellation.

3. Time Block Policies

□ No Time Blocks may start before 9:00AM.

□ **Time required for setup and cleanup by party must be included in TIME BLOCK.** EMPRA requires the event conclude at least one hour before the end of the time block to allow time for cleanup by the Renter or designated outside party. **ALL time blocks must end and EMPRA'S grounds must be vacated by 11:00PM.** Renters, Contractors and their equipment must be completely out of the facility by the end of rental time. **RENTER AGREES THAT THE HOURS STIPULATED WILL BE STRICTLY ADHERED TO. NO EARLY ARRIVALS ARE PERMITTED.** A charge of \$200.00/ ½ hr minimum must be paid prior to doors being opened for early drop-off, or early arrivals, or for late departures.

4. Setup, Cleanup, Decorating and Outside Rental Equipment Policies

□ Rental includes use of The Barn facility, use of available tables and chairs inside, and The FIELD for the agreed-upon time block. **The EMPRA Staff will arrange the initial set-up of EMPRA's chairs and tables per the approved floor plan for (1) of the following: The FIELDS or The Barn, before the Renter's scheduled arrival time. Any furniture rearrangement required after the original setup by EMPRA's staff is the Renter's responsibility.** For outside events, please have a "Plan B" ready in case of inclement weather. Any floor plan changes due to inclement weather need to be discussed with EMPRA's staff at least 24 hours prior to scheduled arrival time. Last-minute changes to the setup up prior to scheduled arrival time and after arrival are the responsibility of the Renter. **LIFT** all tables to move, **DO NOT PULL** across the wood floor. Only plastic tables may be placed outside or on decks and all tables and chairs must be brought inside after event.

Renter agrees to hire either a full service caterer which includes staffing through the entire event to assist with cleanup or hire service staff for the entire event including cleanup. EMPRA must receive written confirmation from caterer or staffing company with proof of being hired for this requirement.

Mandatory Staff Requirements include

- 1 Staff person per every 50 guests. Minimum of 2 staff, not including bartender(s)

- Staff to help with the “flip” of The Barn following the ceremony, if necessary
- Staff to help bring ceremony chairs back into The Barn for dinner service
- Pre-bussing tables and removing trash and replacing liners as needed
- Moving trash to designated area per prior arrangement
- Helping client to collect and remove décor/centerpieces, linens, food, alcohol, etc. at event end
- Breaking all tables and chairs down and returning to storage areas
- Sweeping The Barn on all 3 floors
- Spot mopping where necessary
- Renter is required to leave the premises (The Barn and/or The Field’s) clean and ready for the next event. This includes but is not limited to:**
- Tables wiped free of debris
- Chairs wiped free of debris
- Taking down of all tables and chairs
- All trash collected inside and outside The Barn & placed in designated location
- All Rental Equipment placed outside The Barn
- Floors swept and spot mopped
- Kitchen & bar floors swept and mopped
- All furniture placed outside, on the deck, or on grass must be brought inside
- Additional clean-up after the event that is deemed necessary by EMPRA Staff will be assessed a fee of \$250.00/hr.
- Trash removal is included in Event Rental Fee.
- An additional Removal Fee will be charged for any items left at The Barn or on the grounds of EMP at the end of the Event like décor, floral arrangements, wooden items or odd sized or over-sized items.
- It is the **renters responsibility** to inform all caterers, musicians, florists, contractors, guests and family members of the specific times and nature of this Rental Agreement, and of all loading/unloading and parking areas. Renter is responsible that **ALL EVENT PARTICIPANTS, VENDORS, SUB-CONTRACTORS, and ATTENDEES** observe all aspects of this Agreement and all EMP & EMPRA Policies. Renter is advised that EMPRA will not be responsible for any items brought by rental companies, the Rental party or attendees, nor will EMPRA Staff sign for any deliveries. It is the Renters responsibility to receive, set, move, take down, and load as received for pickup. Since other EMP events may be held prior to or after Renter’s scheduled time block, The Barn cannot receive ANY early drop-offs, and ALL early drop-offs will be refused. A charge of \$200.00/ ½ hr minimum will be deducted from the Renters damage deposit for early drop-off or arrivals. A Fee will be charged for anything left overnight for morning pick-up. It is the Renter’s responsibility to coordinate with all rental drop-offs and inform rental companies of EMPRA’s policy. If rental equipment must be moved by EMPRA’s Staff due to an event following Renter’s event, Renter will be charged a minimum of \$250.00.

- Interior decor – all items currently in The Barn are secured and are not to be moved or removed, including storage areas. Renter may add **PRE-approved** items for decor. Outside decor must be weighted/secured to prevent flyaway. The best way to secure/attach items is with flower wire. No items may be staked to the ground. Only water or sand weights may be used to secure tents or other items outside The Barn. Please call EMPRA Staff in the planning process if you are unsure of what's acceptable and what is not.
- The Barn reserves the right to have advertising displayed and visible through brochures, business cards and policy signage at all times, during any event.
- Renter is the responsible party for any damage to the facility or grounds arising from the event, whether or not in excess of the damage deposit.
- **The following items are not permitted at the barn**
- **NO Candles** or open flames allowed at any time inside The Barn
- **NO** glitter, table glitter, stars, confetti or anything of the like may be used
- **Only** existing wall plugs may be used. No rewiring for any reason.
- **NO** fireworks, luminaries or tiki torches are permitted on the premises.
- **NO** cardboard chafing dishes or oil lamps.
- **NO** smoking, fog, bubbles, or bubble machines are permitted in the building.
- **NO helium balloons, confetti or glitter** may be used as decoration in or outside of the facility.
- **NO** fish, birds, or insects may be brought to or released into the park.
- **NO** feeding or harassing of wildlife.
- **Sparklers** are only permitted when pre-approved by EMPRA Staff and written approval is provided from Evergreen Fire District the week of the event.
- **Only** birdseed and flower petals (not silk) may be thrown outside of the building (no rice). **Renter MUST sweep** off sidewalks, walkways and/or rake grass area to remove all remnants. Failure to do so will result in an additional cleanup fee of \$250.00/hr minimum if deemed necessary by EMPRA Staff.
- **Barbecue grills and gas-cooking devices** may only be used on the **gravel road behind and at least 15' away from the facility**, and then only in predesignated grilling areas. Grilling is not permitted on decks. If grease or any other fluid is left and stains the ground, there will be an additional cleanup fee of \$250.00/hr minimum if deemed necessary by EMPRA Staff.

5. SPECIAL REQUESTS

Any special requests that extend beyond provisions of this contract need to be presented to EMPRA for approval in advance of the event, preferably at the time of contract signing. If additional requests need to be made after the contract is signed, those requests need to be presented to The Barn Management for approval in writing no less than 24 hours prior to the event itself. All last-minute requests must be presented to EMPRA for its approval in writing. **Additional fees may apply for special requests.**

6. ALCOHOL POLICY

A separate ALCOHOL POLICY must be signed by RENTER. This document will be provided in addition to this contract. If the ALCOHOL POLICY document is unsigned, alcohol may not be served.

IT IS THE RENTER'S RESPONSIBILITY THAT ATTENDEES ARE AWARE OF EMPRA'S ALCOHOL POLICIES.

7. General Liability Insurance & Host Liquor liability

The **RENTER** shall maintain **Commercial General Liability Insurance**, including Host Liquor Liability (if providing alcohol to your guests), in the amount not less than \$1,000,000 combined single limit for bodily injury and property damage. Such insurance shall name Evergreen Memorial Park & Recreation Association as additional insured, and a Certificate of Insurance with an endorsement must be provided 90 days prior to the event. (Please contact your insurance agent for more information or visit TheEventHelper.com or www.MarkelInsurance.com/event for event insurance.)

The Renter is required to submit proof of Liability Insurance no less than 90 days prior to event. If Liability Insurance has not been acquired and provided to EMPRA 90 days prior to event, EMPRA has the right to obtain Liability Insurance on the behalf of RENTER and bill the RENTER for the cost of procuring such liability insurance.

8. Rehearsal

Renter understands a separate **Rehearsal** (1½ hours for \$150.00) may be reserved no earlier than **30 days prior** to the above referenced reserved event date and is based on date and time availability of the Barn and/or Field. No setup or decorating allowed during the rehearsal time. Payment for the Rehearsal will be due at the time of confirmation of availability for the Rehearsal. Reserved Rehearsal time will be strictly adhered to. Early arrivals or extended Rehearsal time without prior arrangement will be charged \$200.00/ ½ hr minimum. Rehearsal may not be added to Day of Event time block.

9. Additional Information

Renter understands there is **NO alternate power source available** at The Barn, and EMPRA is not responsible for any **loss of power** to the building at any time, due to circumstances beyond our control.

Renter understands that Evergreen Memorial Park, The Barn and the surrounding grounds are under 24 hour video surveillance.

Evergreen Memorial Park and Recreation Association reserves the right to modify interior and exterior fixtures, settings and landscapes at any time.

Any photos taken by staff become property of EMPRA, and may be used for promotional materials.

Renter acknowledges that Evergreen Memorial Park and its surrounding acreage serves many functions (Funeral Home, Cemetery, Crematory, Pet Cemetery, Wild Game Ranch and Event Center). The grounds are open to the public, and Renter may not be the only event held at Evergreen Memorial Park on the reserved date. The Renter will be the only Event in progress at The Barn and The Field area (if reserved) during the reserved time block, however, other uses and events may and will continue as necessary on the surrounding acreage.

- Renter understands that the buffalo, elk, fallow deer, yak, water ways, reservoir and pond enclosures are off limits to the Renter, all event participants, vendors, sub-contractors and attendees.
- Renter understands that any animal brought on to EMP grounds by Renter or attendees must be on a leash at all times and under control of owner at all times. Renter and/or attendees are responsible for any damages as a result of said animal and responsible for cleaning up any messes made by said animal.
- Renter agrees that smoking of any kind (including but not limited to cigarettes, cigars, pipes, vaping, or any other types of smoking or smoking devices) is not permitted within The Barn building or within a 15ft perimeter surrounding The Barn. Smoking is only allowed in “Designated Areas”.
- Renter agrees that consumption of marijuana in any form is prohibited at Evergreen Memorial Park or its surrounding acreage.
- Renter agrees that no illegal activities (state or federal law) are allowed at Evergreen Memorial Park or its surrounding acreage.

10. CODES, ORDINANCES, PARKING, FINES

- Fire Department Exit Codes will be strictly enforced for table and chair placement, keeping Fire Lanes open. Only approved floor plans can be used. Common floor plan samples are available. No activity at The Barn can interfere with the fire alarm sensors/lasers or Renter will be charged for the “false alarm” Fire Department response fees and/or any fines incurred.
- No activity at The Barn can interfere with the fire alarm sensors/lasers or Renter will be charged for the “false alarm” Fire Department response fees and/or any fines incurred.
- To be in compliance with the Jefferson County Noise Ordinance and Jefferson County Event Permit, EMPRA requires that events end by 10:00 pm and the building cleaned and empty no later than 11pm. Renter understands EMPRA’s Staff will have complete control over the volume of any music or noise-making device. The EMPRA’s Staff has the authority to open or close any windows and doors at any time, or to require they remain open or closed at any time.
- Parking may be limited. Parking in fire lanes, handicap parking or other posted "no parking" areas may result in vehicles being towed at the owner’s expense.
- Any vehicle left overnight must be removed by 9:00AM the following morning and must be approved by EMPRA staff. EMPRA has the right to tow any vehicle remaining after 9:00AM at the vehicle owner’s expense.
- The speed limit inside Evergreen Memorial Park grounds will be limited to 20 MPH. Violators will be asked to leave the grounds and EMPRA has the right to terminate the event without refund.

11. Renter’s Additional Requirements

- Renter must supply EMPRA’s Staff with names and phone numbers of Event Planner, Day of Event Coordinator, Caterer and all other subcontractors at least 60 days prior to the event. This includes but is not limited to bartenders, musicians, florists, bakers, rental companies, liquor stores delivery, shuttle companies, limousine service, etc.
- EMPRA requires Renter schedule a Final Walk-Thru with EMPRA Staff, caterer and other vendors minimally 30 days prior to event.
- The Renter is required to submit and approve the Final Floor Plan and submit a final Time Schedule for the day’s events to EMPRA no less than 7 days after Final Walk-Thru or no later than 20 days prior to event date.

12. “Acts of god”

The performance of this Contract is subject to termination without liability upon the occurrence of any circumstance beyond the control of Evergreen Memorial Park & Recreation Association – such as acts of God, war, acts of terrorism, government regulations, disaster, rainstorms, snowstorms, floods, strikes, civil disorder, or other emergencies – to the extent that such circumstance makes it illegal or impossible for Evergreen Memorial Park & Recreation Association to provide, or for Client, in general, to use “The Barn’s facilities. If performance under this Contract is terminated pursuant to this clause, EMPRA will provide an accounting of time and expenses incurred under this Agreement to the date of termination and will refund all monies deposited or paid in excess of that total amount within 30 days of termination, or such other time as is practicable under the circumstances.

13. Indemnification

- The Renter hereby indemnifies and holds harmless the Lease Holder Evergreen Memorial Park and Recreation Assoc., Evergreen Memorial Park, Inc., and all of its affiliates, employees, agents, and successors and assigns from any and all damages, actions, suits, claims or other cost) including reasonable attorney’s fees) arising out of or in connection with any damage to the property or any injury caused to any person (including death) caused by “The Renter’s” use of The Barn and the surrounding grounds, water ways, and animal enclosures. This includes any acts or omissions on the part of The Renter, EMPRA’s employees, officers, directors, independent contractors, guests, invitees, contractors or other agents. The Renter shall immediately notify EMPRA Staff and Management of any damage or injury of which they have knowledge in, to, or near the property, regardless of cause of such damage or injury.
- EMPRA, its owners, employees or affiliates are not responsible or liable for ANY lost or stolen items. This includes, but is not limited to, coats, purses, alcohol, floral items, musical items, cell phones and any other items left before or after the event by the Renter, Renter’s guests, or vendors.
- This Contract constitutes the entire understanding between the parties. This Contract may only be amended in writing, signed by both parties. Verbal statements made by EMPRA’s Staff that are contrary to what is stated in the above Contract are not binding unless in writing and approved and signed by EMP Management.

14. IT IS THE RENTER’S RESPONSIBILITY THAT ATTENDEES ARE AWARE OF EMPRA’S POLICIES.

Alcohol Policy

IT IS THE RENTER'S RESPONSIBILITY THAT ATTENDEES ARE AWARE OF EMPRA'S ALCOHOL POLICIES.

1. ALCOHOL POLICY

If alcohol will NOT be served:

RENTER will not be providing alcohol to guests AND RENTER understands that no alcohol will be allowed on EMP's grounds during event, including setup and cleanup.

If alcohol WILL be served:

Alcohol will be provided to Renter's guests free of charge. NO cash bars will be allowed. RENTER also understands that No alcohol may be brought on to EMP grounds that is not dispensed by the contracted insured bartending service (TIPS Certification required) during open bar time (including during setup and cleanup). Renter understands the maximum time alcohol service may be available at any event.

** 6 hour maximum alcohol service for reception time and must end no later than 9:30pm*

It is the Renter's responsibility to submit the name of the bartending service and a copy of the bartending service's Liquor Liability Insurance to EMPRA at least 90 days prior to the event date. If Liquor Liability is not received, alcohol will not be allowed at the event.

Special arrangements must be made with EMPRA and Bartender if Renter desires alcohol to be available to wedding party prior to event and Bar Open time.

If the Renter plans to have **ANY alcohol available to the Wedding Party in the Bride's Room and/or Groom's Room, or available to the Bridal Party and/or family members during the setup time at The Barn**, it must contract with their "insured bartending service" to serve ALL alcohol during the specified times **in addition** to the "Open Bar" time listed below.

A pre-approved, insured bartending service must dispense ALL alcoholic beverages, kegs and all poured drinks (including toasts) must be under supervision of the insured bartending service at all times.

Renter understands that it is the Renter's responsibility to assure that the dispensing of alcoholic beverages is in compliance with Colorado State Liquor Laws. No alcoholic beverages may be removed from the building, or must not leave the grounds. (Please refer to the "Indemnification" clause).

No alcohol may be brought on to EMP grounds that is not dispensed by the contracted insured bartending service during open bar time (including during setup and cleanup). All alcohol must be secured in EMPRA's designated area prior to the bartending service arrival time and after bar closes. Kegs will not be tapped until bartending services arrives and taps will be removed when

the bar closes. Alcohol and taps will be released to the designated person upon departure from EMP grounds.

Alcohol service must be shut down 30 minutes before the end of event prior to cleaning time. NO EXCEPTIONS. "Last Call's" must be made no less than 30 minutes before bar shut down (no later than 9:00pm). EMPRA reserves the right to change the alcohol service availability times. All alcohol service must end 1.5 hours prior to end of reserved time block. **No alcohol may be served after 9:30 PM.**

No "Shots" are allowed at any time.

Kegs are only allowed downstairs in the walkout basement area and must be enclosed in leak-proof containers with can liners.

The Agreement to Indemnify must be signed by the Renter and Renter must be 21 years of age. The Renter agrees that if EMPRA Staff observe the consumption of alcohol by anyone on the grounds before or after it is permitted or any alcohol not served by the "insured bartending service", a warning will be given. If further consumption is observed, EMPRA reserves the right to withhold the Rental Party's damage deposit and/or the immediate termination of the event. This also includes any alcohol in the Brides Dressing Room, the Groom's Dressing Room, and any vehicle on EMP grounds. Self-Service of any alcohol at any time and in any form during Renter's Time Block is NOT permitted.

Failure to abide by EMPRA's Alcohol policies may result in the event being immediately terminated by EMPRA's staff, forfeiture of damage deposit, and offender's being asked to leave EMP grounds. If EMPRA Staff observe the consumption of alcohol by anyone on the grounds before or after it is permitted or any alcohol not served by the "insured bartending service", a warning will be given. If further consumption is observed, EMPRA reserves the right to withhold the Rental Party's damage deposit and/or the immediate termination of the event. This also includes any alcohol in the Brides Dressing Room, the Groom's Dressing Room, and any vehicle on EMP grounds. Self-Service of any alcohol at any time and in any form during Renter's Time Block is NOT permitted. All alcohol service must end 1.5 hours prior to end of reserved time block. No alcohol may be served after 9:30 PM. IT IS THE RENTER'S RESPONSIBILITY THAT ATTENDEES ARE AWARE OF EMPRA'S ALCOHOL POLICIES.

THE SERVING TO AND/OR THE CONSUMPTION OF ALCOHOL BY PERSONS UNDER 21 YEARS OF AGE IS NOT PERMITTED.

DRUNKENESS WILL NOT BE TOLERATED, VIOLATORS WILL BE ASKED TO LEAVE THE PROPERTY.

1. Indemnification

The Renter hereby indemnifies and holds harmless the Owner, Evergreen Memorial Park, and all of its affiliates, employees, agents, and successors and assigns from any and all damages, actions, suits, claims or other cost including reasonable attorney's fees arising out of or in connection with any damage to the property or any injury caused to any person (including death) caused by "The Renter's" use of The Barn. This includes any acts or omissions on the part of The Renter, their employees, officers, directors, independent contractors, guests, invitees, contractors or other agents. "The Renter" shall immediately notify "The Barn" of any damage or injury of which they have knowledge in, to, or near the property, regardless of cause of such damage or injury.