



LICENSE TO USE FACILITIES Old Canal Park

High Plains Environmental Center warmly welcomes all individuals and couples of any age, race, ethnicity, cultural background, physical or developmental ability, national origin, sexual orientation, socio-economic status, religious or spiritual affiliation, and gender identity or expression.

User Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Dates & Time of Use: _____

Event & Type of Use: _____

Number of Expected Participants: _____ Fee Paid: _____

Group Type (Please circle one rate)	Meeting (up to 2 hours)	Half Day (2-4 hours)	Full Day (4-8 hours)	Security Deposit (fully refundable)	Alcohol Deposit (if alcohol at the event)
Organizations in Range View buildings	\$0	\$0	\$0	\$50	additional \$50
Nonprofit Organizations	\$0	\$0	\$100	\$100	additional \$50
Other Individuals/Corporate	\$50	\$125	\$250	\$100	additional \$50

Group number limit: During business hours of M-F 8 am to 5 pm users are limited to 15 parking spaces. During weekend or after business hours, groups are limited to 250 people.

Security Deposit Paid: _____

Alcohol: ___ Yes ___ No If Yes, Additional \$50 Deposit Paid? _____

High Plains Foundation (HPF) hereby grants permission for the User named above to use Old Canal Park (the Facility) owned by HPF for the Event and Type of Use set forth above, during the time periods set forth above. User agrees to comply with the following, which are conditions of such permission:

All activity must cease at 8pm with an additional one hour for clean up. Tents may be removed the following day in which case the HPF must be notified in advance.

1. Noise. Noise levels shall be maintained at a level that does not disturb nearby businesses or the natural environment. Sound amplification requires written permission.
2. No Damage/Clean-up. No damage shall be caused to grass, shrubs, trees, landscaping or any structures. User cannot set up in the grassy area, adjacent to the Plant Select garden. Specific attention must be paid to the irrigation system underlying the landscaping. If any such damage occurs, whether or not User's own fault, User shall promptly repair the property to its original condition at User's sole cost. All trash and debris associated with the Event shall be cleaned up and removed by User before the conclusion of the Event.
3. Tents. The preferred tent vendor is Mountain States Tent and Awning (970) 461-7797. No spikes can be put into the ground where they may damage underlying irrigation lines. *Vehicles must remain at the parking lot.*
4. Security Deposit. User's Security Deposit will be held without interest by the HPF until HPF personnel has inspected the Facility and determined that the area is free of trash and debris and that no damage has occurred. If the area is not properly cleaned up or damage has occurred, and the situation is not remedied to the satisfaction of the HPF within 48 hours from the end of the Event, then the HPF may arrange for such repairs, pay for the same with the Security Deposit and also assess a surcharge of 50% of the costs incurred as an additional penalty. Any remaining portion of the Security Deposit shall be returned to User only after the completion of such clean up and repairs. If the Security Deposit is insufficient to cover the above cost and penalty, the User will promptly pay the amount of the deficiency to the HPF. The costs of such collection, including reasonable attorneys' fees, shall also be paid by User.
5. Cancellation. If User cancels the Event, regardless of whether such cancellation is caused by events beyond User's control, the Use Fee shall be returned to User (or waive, if not yet paid) provided that the HPF is notified of such cancellation in writing at least 48 hours before the commencement of Event. If such cancellation occurs less than 48 hours from the commencement of the Event, then User shall remain liable for the payment of the Use Fee in full.

6. Alcohol. All consumption of alcoholic beverages must take place within 100 feet of the facility. Because our trails are open to the public, alcohol consumption and display of an open container outside this area is illegal. Alcoholic beverages other than 3.2 beer including wine, regular beer and liquor require physical boundaries that restrict consumption to within those boundaries. This can be achieved by roping off and posting signs that say “No alcohol beyond this point.” In consideration of the issuance of this agreement, the undersigned agrees to defend and indemnify HPF and its representatives free and harmless from any claims or demands arising from any act or negligence on of the applicant or the applicant’s associates that results in any form of damage or injury. All liquor laws and licensing requirements apply.
7. Restrooms. There are currently no outside restroom facilities on site. Arrangements may be made with tenants of Range View One for access to their facilities. Groups over 30 people and/or groups wishing to use the facilities on weekends may need to provide a portable toilet. Portable toilets can be dropped off by the trail in the gravel area near the parking lot or wherever you like. Until there are permanent facilities, needs will be addressed on a case by case basis. Using natural areas as restrooms can damage the ecosystem and is not acceptable; violators will liable for any damages and may be subject to prosecution.
8. Electricity. Only 4 (20 amp) outlets are available. This power supply has proven to be unreliable if there is a great need for electricity (band amplifiers, etc). If more power is required the user must supply generators. It is not permitted to use electricity from the main building (Range View One).
9. Parking. You may NOT drive up to and/or park at the facility. Vehicles must park in designated parking spaces located in the Range View One parking lot. Parking spaces are for the benefit of the Range View office tenants pursuant to their lease agreement, on a first come-first served basis and non-exclusive. Therefore, parking spaces may not be reserved or blocked off. The User named above hereby releases and agrees to indemnify, defend and hold the owners of the Range View One harmless from and against any claims, liabilities, causes of action, costs and expenses of any kind (including attorneys’ fees) incurred or asserted against the indemnified parties arising out of or related to the Event or the use of the Facilities hereunder, regardless of any alleged negligence by the indemnified parties.
10. Insurance. HPF requires that all groups with general liability insurance or other insurances relevant to the risks associated with the planned event list HPF, McWhinney Real Estate Services, and Terraview LLC as an additional insured for the dates during which the event is scheduled to take place. Documentation of such is required to be delivered to HPF no later than two weeks prior to the event.
11. Release and Indemnification. The Facility is provided to the User on an “as is” basis. The User named above hereby releases and agrees to indemnify, defend and hold the HPF and HPF personnel (its directors, officers, employees and agents) harmless

from and against any claims, liabilities, causes of action, costs and expenses of any kind (including attorneys' fees) incurred or asserted against the indemnified parties arising out of or related to the Event or the use of the Facilities hereunder, regardless of any alleged negligence by the indemnified parties.

Dated the ____ day of _____, 2017.

Print Name RENTER

Signature RENTER

Please call HPEC (970.622.9676) if additional service or information is required.

Reminders

Signs/decorations:

Centerra does not allow signs along the roads. You may put up signs in the parking lot and the Old Canal Park. They must be removed immediately after the event.

Local partners to assist with your celebration or event:

Mountain States Tent & Awning

2211 W 8th St.

Loveland, CO 80537

TEL: 970.461.7797

FAX: 970.461.3153

www.mountainstatesta.com

AZ Party Rentals

1588 Riverside Ave.

Fort Collins, CO 80524

TEL: 970.224.4774

FAX: 970.224.9367

www.azpartyrental.com

Gallegos Sanitation

(Portable toilets, handwashing station)

970.484.5556

custservice@gallegossanitation.com

www.gsiwaste.com

Taste Catering—local, organic, fresh

Vicky Bittner, owner

TEL: 303.847.2591

tastecateringco@yahoo.com

www.tastenoco.com

Colorado Coffee Company—locally owned

1450 N. Boyd Lake Rd.

Loveland, CO 80528

TEL: 970.667.8700

Or toll-free: 1.877.532.0300

ColoradoCoffeeCompany@gmail.com

www.coloradocoffeecompany.com