



TRAINING CENTER USER AGREEMENT & GUIDELINES

I. DEFINITIONS

- **“Sponsoring Organizations” for the Training Center are Colorado Nonprofit Association, Community Resource Center, and Metro Volunteers.**
- **“User” means the organization using a room in the Training Center and the party entering into this agreement.**

II. RESTRICTIONS

- The Training Center shall not be used for an unlawful purpose. A function cannot interfere with normal operations or with normal public access to the building or grounds.
- User may be asked to vacate a room if the meeting extends past the reserved time.
- User must require all participants to observe these guidelines and all applicable fire, occupancy and building codes.
- User is to be responsible for damage caused by either participants and/or observers of the event or occurring as a direct result of the event.

III. HOURS

- The Training Center is available for Public Organization use 8:00 AM - 5:00 PM, Monday through Friday.
- Sponsoring Organizations will consider events requested for after hours, on holidays or on weekends on a case-by-case basis and may be denied due to security, staffing or other considerations. A representative from Sponsoring Organization must be present at the event.

IV. GENERAL RULES OF USE

- Animals
 - Animals used to assist individuals are allowed. All other animals are prohibited.
- Banners, Decorations, Signs or Wall Hangings
 - Banners, decorations, signs or wall hangings may be displayed in locations approved by Sponsoring Organization staff.
 - Sponsoring Organizations do not allow banners or signs to hang from painted walls. Any banners must be placed on easels or other self-supporting structures.
 - The following are not allowed for any reason: open flames, helium balloons and confetti, glitter or like items.
 - Nails, pins or tape cannot be used unless provided by Sponsoring Organization. User is responsible for removing all decorative materials.
 - Users may not remove furniture from the Training Center.
 - If using Post-It Note or flip chart paper, all writing must take place on an easel before affixing to wall; writing directly on the wall is prohibited.
 - Sponsoring Organizations will dispose of any unauthorized or improperly posted material found in the building or on the grounds.
- Cancellations

- Users must notify Sponsoring Organization of cancellations via email or phone.
- Refunds: Events cancelled at least 10 days before the event will receive a full refund.
- Events cancelled 10 days to 48 hours before the start time of the event will receive a 50% refund. Events cancelled less than 48 hours of the start time of the event will not be eligible for a refund.
- Clean-Up
 - After the event, the User is responsible for making sure that the facility is cleaned and returned to the setup as designated on the User Checklist.
 - Spills or other accidents are to be reported to Sponsoring Organizations immediately.
 - User must ensure the Training Center is secure upon leaving the facility.
- Decorum
 - Loud, rude or riotous noise and/or disorderly conduct will not be tolerated.
 - Climbing or walking upon any piece of furniture or equipment not intended for such purpose is prohibited.
- Firearms
 - No one may carry, either openly or concealed, firearms or other dangerous weapons, unless authorized by law.
- Food and Beverage
 - Alcoholic beverages will not be allowed on the premises without proper permits and insurance. Sponsoring Organizations does not hold a liquor license for the Training Center. User assumes all responsibility and all liability and must follow Colorado and Denver liquor laws. It is the sole responsibility of the User to monitor the use of alcohol beverages by any person in the Training Center. Sponsoring Organizations reserves the right to refuse or stop alcohol beverage service at any time.
 - Use of food-warming devices that require open flame is allowed only if fire extinguishers are provided.
 - If beverages are spilled, particularly red wine, User must notify Sponsoring Organizations immediately so spot cleaning may be done.
- Music
 - Music will not be permitted outside of the Training Center. If music is part of an event inside the Training Center, it cannot interfere with other meetings or with the on-going business of other building tenants.
- Parking
 - Attendees can park on city streets or in designated visitor parking areas. CCN and Sponsoring Organizations are not responsible for any tickets attendees may receive by parking in lots owned by 789 Sherman Street and disclaims any liability for parking in the building lots.
- Set-Up
 - User is responsible for event room setup.
- Smoking
 - Smoking is not permitted inside the building. User must comply with City, County, and State smoking laws.

V. FEES FOR USE FOR PUBLIC ORGANIZATIONS

- Room Rental- Rental fees are set forth on the attached Rental Fee Schedule. User must pay 100% of total fees at time of booking reservation with a valid credit card. All room rentals include a 25% non-refundable deposit.
- Cancellations – Users must cancel at least 2 business days in advance of their booking

in order to receive a full refund for the booking. This excludes the 25% non-refundable deposit fee. Users who give less than two days' notice will not receive a refund.

- o Damage to property – Users agrees to be responsible for the cost of reasonable repairs for any damage to the Training Center or equipment caused by User. User will be invoiced any fees for damage to property after the event. Sponsoring Organizations will provide User with an itemized statement of the repairs.

VI. GENERAL LIABILITY INSURANCE

- o Sponsoring Organizations reserves the right to require user to provide a Certificate of Liability Insurance naming the Colorado Nonprofit Association as an additional insured from the User's insurance agent or agents at least ten (10) days before the scheduled event indicating general liability insurance in the amount not less than \$1,000,000 per occurrence or \$2,000,000 aggregate. If the User hires a vendor to provide services in the facility, Sponsoring Organizations may require the same proof of insurance from that vendor.

VII. INDEMNIFICATION

- o The User agrees to defend, indemnify and hold all CCN organizations harmless from and against any and all loss, damage, liability, claim or cost resulting from, arising from or relating to, in whole or in part, the activities of the User or its attendees at the Training Center, including any injury to or death of any person, or damage to the Training Center or any property thereon.
- o The User waives releases, discharges and relinquishes the CCN organizations from all liability, losses, damages, demands, causes of action or rights of the organization or its attendees arising out of or in any way relating to the user's or its attendees' entry.
- o The User shall keep the Training Center and all equipment and property located therein in good and safe condition, and shall repair or replace any improvements to or property and equipment in the Training Center that are damaged, destroyed or lost as a result of the use of the Training Center by the User or its attendees.

SPONSORING ORGANIZATION

USER

Printed Name

Printed Name

Signature

Signature

Organization

Date

Organization

Date

USER CHECKLIST

PLEASE COMPLETE THE FOLLOWING BEFORE LEAVING THE TRAINING CENTER

- _____ Return tables and chairs to original setting as depicted on the chart in the room you used
- _____ Place all trash in room trash cans
- _____ Clean table tops and chair surfaces
- _____ Remove any wall hangings or decorations
- _____ Pick up any trash on floors and place in trash cans
- _____ Clean kitchen by loading dishwasher, clearing sink, placing food and trash in trash cans
- _____ Close the double glass doors leading to the main foyer
- _____ Close the doors to the building
- _____ Power down AV system through touchscreen pad on wall