

# Guest House, Gathering Room and Garden RENTAL AGREEMENT rev 4/08

This Rental Agreement dated \_\_\_\_\_ by and between The Meadows at Marshdale, Inc. (“Rental Agency”) and \_\_\_\_\_ (“User”).

Upon the payment of \_\_\_\_\_, due on or before \_\_\_\_\_ Rental Agency agrees to permit User to occupy the following described premises at 6821 Highway in Evergreen, Colorado \_\_\_\_\_ on the following date \_\_\_\_\_ during the hours of \_\_\_\_\_.

User, in consideration for the use of the premises described above, agrees as follows:

1. To use the premises only for the purposes set forth above and for no purpose prohibited by the laws of the United States, the State of Colorado, or Jefferson County, and for no improper or questionable purpose whatsoever, and to neither permit nor suffer any disorderly conduct, noise, or nuisance having a tendency to annoy or disturb any persons occupying the adjacent premises.

2. To neither hold nor attempt to hold Rental Agency liable of any injury or damages, either proximate or remote, occurring through, or caused by User’s use of the premises. User shall indemnify and hold Rental Agency Harmless from and against any and all claims, damages, or liabilities arising directly or indirectly as a result of User’s use of the premises.

3. To neither hold nor attempt to hold Rental Agency liable of any alcohol consumption and assumes no responsibility for related injury or damages.

4. To allow Rental Agency to enter upon the premises at any time for purposes of inspection.

5. To provide Rental Agency a deposit in the sum of \$ \_\_\_\_\_ to be held by Rental Agency for the faithful performance of all the terms, conditions, and covenants of this Rental Agreement. Rental Agency may apply the deposit to the cure of any default under the terms of this Rental Agreement.

6. To comply with the terms and conditions of the Renter Responsibilities Guidelines attached hereto.

7. To abide by the following:

- a) Maximum capacity of the upstairs portion of the Guest House is 10 daytime guest and/or 6 overnight guests.
- b) Maximum capacity of the Carriage Room is 35 guests.
- c) No pets are allowed in/on the premises.
- d) The Rental Agency reserves the right to provide a Building Host at \$25 per hour to facilitate an event held in the Guest House, Carriage Room or Garden.
- e) The Rental Agency will provide limited tables and chairs for a fee of \$ \_\_\_\_\_.
- f) Alcohol consumption is to be limited to beer, wine and champagne. **NO KEGS allowed!**
- g) All foods served in the Carriage Room or Garden are to be prepared prior to event by an agreed upon provider. Barbeque grills are acceptable outside (not on decks!) and must be provided by User. The kitchen is strictly for overnight guest use!
- h) All cleaning is User’s responsibility. (Linens excluded.)
- i) User is responsible for items damaged or missing.

8. In the event of any dispute arising under the terms of this Rental Agreement, and in the event the matter is turned over to an attorney, User shall pay all attorney’s fees and costs incurred by Rental Agency.

USER: \_\_\_\_\_

*Signature*

*Date*

The Meadows at Marshdale, Inc. BY: \_\_\_\_\_

*Authorized Agent*