

The Meadows at Marshdale

RENTAL AGREEMENT rev. 8/11

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

4. To deposit with Rental Agency a 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.

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

6. 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 Name: _____

User Address: _____

User Phone No.: _____ e-mail _____

USER: _____

Signature

Date

The Meadows at Marshdale, Inc. BY: _____
Authorized Agent

Summary of required DEPOSITS:

Facilities Rented _____ **Total Deposits Dues** _____

Summary of FEES:

Red Barn _____ Mountainside Arbor _____

Grandview Terrace _____ Victoria’s Garden _____ Kitchen Fee _____

Gate House _____ tax _____ Cleaning Fee _____ Social Room _____

Meadowview _____ tax _____ Cleaning Fee _____ Social Room _____

EPiC _____ Space _____

Total Fees Due _____

TOTAL DUE (Deposit & Fees) _____

The Meadows at Marshdale

Event Facility RENTER RESPONSIBILITIES and GUIDELINES

for The Red Barn, Grandview Terrace, Ceremony Sites, and Guest Houses rev 7-11

1. Renter Responsibilities

a. Deposit and Fees

- i. A minimum \$500 Deposit is due at the time of reservation for each facility being rented. (These funds are in addition to the Rental Fee and EPiC membership.) The deposit will be held as a security and damage deposit by The Meadows at Marshdale for the faithful performance of all terms and conditions of this Rental Agreement and may be applied to the cure of any default of the Agreement.
- ii. The Rental Fee is due 180 days prior to rental period. (If payment is more than 30 days delinquent, the reservation may be cancelled and security deposit will be forfeited.)
- i. In the event of a Cancellation, renter must notify The Meadows at Marshdale in writing.
 1. Cancellations made more than 180 days (6 months) prior to event date, the facility fee will be refunded, and renter will forfeit one half (1/2) of the security deposit.
 2. Cancellations made within 90-180 days prior to rental period, the facility/site fee will be refunded, and renter will forfeit entire security deposit.
 3. Any cancellations made within 90 days of rental period, renter will forfeit all monies paid (security deposit, facility/site fee, additional rental items...).
- iii. Ceremony Fee is non-refundable and inside rehearsal fee may apply.
- iv. Additional hours may be purchased depending on availability.
- v. A Kitchen Fee applies when using a food provider other than those on The Meadows at Marshdale "Required Caterers" list.
- vi. A one-time Cleaning Fee applies to guest houses.
- vii. A Guest House Social Fee applies when food is served to guests other than those registered overnight.
- viii. The Deposit Refund will be processed 6-8 weeks after event date.

b. Building and Grounds

- i. The Red Barn comfortably seats 125 guests inside. (Additional guests must be seated outside or downstairs.) The Grandview Terrace Room comfortably accommodates up to 40 sit-down guests and up to 180 guests outside on the Terrace with a rented canopy.
- ii. The capacity for the upstairs section of the Gate House is no more than 8 overnight guests or 10 daytime guests. The Garden Garage comfortably accommodates up to 36 sit-down guests and Social Fee may apply.
- iii. The capacity for the Meadowview House is 15 guests. The Gathering Room may be used on a permission only basis and a Social Fee may apply.
- iv. The number of expected guests for each facility must be disclosed, along with the names of each overnight guest. Additional visitors must be approved and Social Fee may apply.
- v. A 25 minute outdoor ceremony rehearsal is included with the facility fee. Times must be scheduled with the Meadows at Marshdale. If more than 25 minutes is desired, a \$100 per hour fee applies. Inside rehearsal fee is \$100 per hour.
- vi. Renter may not enter or occupy the building or grounds outside of scheduled or preapproved time.
- vii. Renter will assume full responsibility for the conduct of all persons occupying building or attending the event, including providing supervision of children. (School playground by Red Barn is private property and is not to be used by Meadows at Marshdale guests.)
- viii. Renter is required to leave the building and grounds in the condition in which it was found or a minimum of a 10% cleaning fee will be assessed. If cake is served on the carpeted area, a mat must be placed under the cake table to ensure that no frosting damages the carpet. A carpet cleaning fee will be assessed if this service is needed.
- ix. Renter is the responsible party for any damage to the facility or premises (done by, but not limited to guests, agents, employees, or independent contractors) arising from the event, whether or not in excess of the damage deposit.
- x. It is the Renter's responsibility to see that all items brought onto The Meadows at Marshdale property be removed. This includes, but is not limited to, direction signs or balloons, aisle runners, petals, décor for the arbor, etc.
- xi. A minimum \$100 will be charged, plus \$20 per bag, for any trash left behind in Red Barn, Grandview Terrace, Guest House, or on the grounds. (Exceptions apply to household trash in either guest house.)
- xii. Absolutely NO SMOKING is allowed inside any building or on decks. Sand buckets are located in designated areas.
- xiii. No pets are allowed inside Guest Houses or event facilities. Pets on The Meadows at Marshdale grounds must be approved and be leashed or kept in an enclosure, and messes cleaned up.
- xiv. No motorized vehicles on wedding site grounds or bridal path.
- xv. Candles permitted only in glass containers.

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- xvi. No nails, screws, tacks or staples permitted in any facility.
 - xvii. No fog or bubbles permitted inside buildings.
 - xviii. No sparklers or fireworks permitted in or outside of facilities.
 - xix. No confetti or glitter may be used as decoration in or outside of facilities.
 - xx. No birdseed or rice may be thrown.
 - xxi. Ice Sculptures must be completely contained to prevent damage to table and floor.
- c. Catering and Alcohol** (_____ *initial*)
- i. All events involving food at The Red Barn and Grandview Terrace require the selection of a licensed caterer from The Meadows at Marshdale “Required Caterers” list (excluding wedding cakes or other baked goods. NO RED ICING). “Caterer/Vendor Guidelines” must be followed.
 - ii. Food Provider must meet with a Meadows at Marshdale representative at least 30 days prior to the event to be made aware of all policies regarding food and beverage service, table placement, delivery, decorations, etc.
 - iii. All alcoholic beverages served at event must be dispensed by a licensed and bonded bartender.
 - iv. Only beer, wine and champagne may be served. Some exceptions apply and must be approved prior to event.
 - v. Kegs are permitted outside of buildings and must be placed inside tub.
 - vi. Alcohol may be served for a maximum of 3 1/2 hours for 6 hours block of time and 4 hours for 7 hours block of time.
 - vii. The sale of alcohol is not permitted.
 - viii. No alcoholic beverages may be served to individuals under 21 years of age.
 - ix. Open bottles may not leave the grounds.
 - x. Renter understands that is is the Renter’s responsibility to assure that the dispensing of alcoholic beverages is in compliance with Colorado State Liquor Laws.
 - xi. Renter must supply Meadows at Marshdale with the names and phone numbers of all event contractors and responsible parties.
 - xii. It is Renter’s responsibility to inform musicians, florists and other contractors and guests of the specific rental time block and nature of this rental agreement.

2. Meadows at Marshdale

- a. The Meadows at Marshdale provides tables and chairs at all indoor event facilities and ceremony sites. Linens and table settings may be available for rent. Food prep and serving equipment, extension cords, etc. are not provided.
- b. A Meadows at Marshdale Building Host will be on the campus during an event at The Red Barn or Grandview Terrace and reserves the right to enter Guest Houses at anytime.
- c. Neither C J Newkirk Rental Agency nor The Meadows at Marshdale, Inc. is responsible for any lost or damaged items. This includes any items left after an event or overnight stay.
- d. The Meadows at Marshdale is not responsible for delays or cancellations due to weather or acts of God, but will attempt to make reasonable accommodations in such circumstances.
- e. The Meadows at Marshdale reserves the right to take and/or use photographs for promotional purposes.
- f. The Meadows at Marshdale has the right to refuse rental to anyone.

Deposit will be forfeited if Renter Responsibilities and Guidelines are not followed.

I have read, understand and agree to the above policy guidelines.

Please sign and return with RENTAL AGREEMENT.

_____ *signature*

_____ *date*