

Appendix A

COLORADO DMVA Facilities Use/Rental Agreement and Hold Harmless/ Indemnification Statement

1. The undersigned Building Manager, as an authorized representative for the _____ Armory/Readiness Center hereby agrees to rent certain portions of the following location:

a. Location/Facility Name:

b. Start Date and Time of Rental:

c. End Date and Time of Rental:

d. Total Rental Fee Assessed:

2. Written notice will be furnished to terminate this agreement. The Colorado Department of Military and Veterans Affairs reserves the right to terminate this agreement at any time for emergencies or official business.

3. Alcohol will not be sold or otherwise dispensed on the rented premises unless pre-authorized per section 3-1(5) of the DMVA Pam 210-3.

4. The renter will not engage in, sponsor, or conduct any activities that violate Federal, State, or local laws while on the rented premises.

5. The renter is liable for any damage, destruction, or theft of State, Federal or personal property in or around the rental premises during time of rental even if the renter's occupancy or activities do not directly cause the damage. The DMVA specifically disclaims all liability for any loss of personal property of the Renter, its employees, agents or invitees.

6. In accordance with the **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT** below, the State of Colorado is not liable for any theft, damage, or destruction to private property, or bodily injury occurring as a result of the renter's occupancy or activities on the rented premises:

Renter Name(s) and Organization (as applicable)

Organization or Primary Renter's full mailing address

HEREBY JOINTLY AND SEVERALLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNITED STATES OF AMERICA, THE STATE OF COLORADO, AND THE COLORADO NATIONAL GUARD, AS WELL AS ALL AGENTS AND OFFICIALS THEREOF, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS,

CAUSES OF ACTION AND JUDGEMENTS, AND ALL EXPENSES (INCLUDING ATTORNEY FEES) INCURRED IN CONNECTION THEREWITH, FOR DEATH OR ANY INJURIES TO PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE USE OF ANY PROPERTY OWNED BY THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF MILITARY AND VETERANS AFFAIRS. IN THE EVENT ANY SUCH CLAIMS ARE MADE OR SUITS ARE FILED, THE AFOREMENTIONED RENTER SHALL GIVE THE COLORADO DEPARTMENT OF MILITARY AND VETERANS AFFAIRS PROMPT WRITTEN NOTICE THEREOF. IN WITNESS WHEREOF, THE UNDERSIGNED ENTERED INTO THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT THIS _____ DAY OF _____, _____.

(Renter Printed Name)

(Signature)

(Witness Printed Name)

(Signature)

7. The renter agrees to pay additional charges as applicable under Chapter 2 of the DMVA Pam 210-3 for the use of the Armory on weekends or after normal working hours since a Colorado National Guard representative must be present during time of rental. Payment of the Facility Supervision Fee may be made directly to the appropriate person by check or money order.
8. The renter will comply with the provisions of Title VI of the Civil Rights Act of 1964 and NGR 24\ANGR 30-121, dated 30 March 1966, "Nondiscrimination in Federally Assisted Program," in connection with its use of the rented space. Admission, participation, seating of participants and spectators, and the use of all rented facilities during exhibit, competition, entertainment, or other public event conducted or sponsored by the renter under this rental agreement will be without regard to race, color, or national origin. Any persons not associated with the organization may be denied admissions whenever the attendance at the event is limited to the membership of a particular organization that does not base membership upon race, color, or national origin. Reasonable accommodation will be provided upon request for persons with disabilities.
9. Payment of rental will be paid in advance and made out to the "**Colorado Department of Military and Veterans Affairs.**"
10. A Certificate of Insurance for a minimum coverage of \$100,000 per person and \$300,000 per event will be maintained during the entire period of the rental.
11. This Agreement shall be governed by the laws of the State of Colorado with jurisdiction and venue in Denver, Colorado. The person signing below represents they are authorized to sign this Agreement on behalf of the Renter. This Agreement may not be assigned by the Renter and shall be binding upon the Renter and its respective heirs, legal representatives, successors, and assigns. In the event any provision of this Agreement is found unenforceable the other provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

IT IS FURTHER AGREED AND UNDERSTOOD THAT in the event of any violation of the above conditions, the Adjutant General of the State of Colorado, or his duly authorized representatives, shall have the right to re- enter and repossess the rented premises, using such force as is reasonably necessary to effect re-entry and repossession.

Renter (print)

Signature Date

Building Manager (print)

Signature Date

CF: CO-CFMO-FM

Appendix B
READINESS CENTER USE PROGRAM CHECKLIST

For: Headquarters, Colorado Department of Military and Veterans Affairs,
 ATTN: CFMO Facilities Manager

This checklist is submitted for the rental of
 the _____
 _____ (Readiness Center)

by _____, during the period _____
 (Renter) (From date/time) (To date/time)

To be forwarded NLT (no later than) twenty days(20) prior to the event:

	Yes	No	NA
Completed Facilities Use/Rental Agreement and Hold Harmless/ Indemnification Statement (Appendix A)	___	___	___
Proof of Special Event or Organization Liability Insurance.	___	___	___
Rental Fee.	___	___	___
Damage and Cleaning Deposit.	___	___	___
Authorization for Alcohol.	___	___	___
Law and Order Proof.	___	___	___
Facility Supervision Person Scheduled / Confirmed.	___	___	___
HVAC / ACS Special Event support scheduled with CFMO	___	___	___

 (Signature of Building Manager)

 (Date)

To be forwarded to Accounting following event completion:

Facility Supervision Fee paid to individual(s).	___	___	___
Facilities and Surrounding Property acceptable.	___	___	___
If no, explain: _____			
Damage and Cleaning Deposit returned to Renter	___	___	___
Should facility be rented to this organization in the future? _____			

 (Signature of Building Manager)

 (Date)

CF: CO-CFMO-FM

Appendix C
ARMORY/READINESS CENTER RENTAL – RATE TABLE

ARMORY	SIZE Facility ¹	<u>Non-profit / Community Activity Rate</u>			<u>Fundraiser / For-profit Activity / Private Function Rate</u>		
		\$ Minimum ²	\$ Per Hour ³	\$ Per Day ⁴	\$ Minimum ²	\$ Per Hour ³	\$ Per Day ⁴
Alamosa	Medium	\$33	\$11	\$132	\$39	\$13	\$156
Aurora	Large	\$54	\$18	\$216	\$60	\$20	\$240
Boulder (Bldg 202)	Small	\$18	\$6	\$72	\$24	\$8	\$96
Canon City	Small	\$18	\$6	\$72	\$24	\$8	\$96
JFHQ Armory	Medium	\$33	\$11	\$132	\$39	\$13	\$156
Colorado Springs	Medium	\$33	\$11	\$132	\$39	\$13	\$156
Denver	Large	\$54	\$18	\$216	\$60	\$20	\$240
Durango	Medium	\$33	\$11	\$132	\$39	\$13	\$156
Fort Collins	Medium	\$33	\$11	\$132	\$39	\$13	\$156
Fort Lupton	Medium	\$33	\$11	\$132	\$39	\$13	\$156
Grand Junction RC	Large	\$54	\$18	\$216	\$60	\$20	\$240
Longmont	Medium	\$33	\$11	\$132	\$39	\$13	\$156
Montrose	Medium	\$33	\$11	\$132	\$39	\$13	\$156
Pueblo	Medium	\$33	\$11	\$132	\$39	\$13	\$156
Sterling	Small	\$18	\$6	\$72	\$24	\$8	\$96
Watkins	Large	\$54	\$18	\$216	\$60	\$20	\$240
Windsor	Medium	\$33	\$11	\$132	\$39	\$13	\$156

Notes:

1. Facility breakdown criteria are as follows: Small = 4,500 – 12,500 ft²; Medium = 12,501 – 36,000 ft²; Large = 36,001 – 65,000 ft².
2. Minimum rates account for up to 3 hours of use (accounts for space pre-heating or cooling).
3. Use per hour after 3 hour minimum.
4. Accounts for a 12/24-hour day (includes space pre-heating or cooling).