



Colfax Park and Recreation Auxiliary Board, Inc ALCOHOL USE AGREEMENT

It is our desire that all patrons who periodically use our Block Building/Community Shelter (the “**Facility**”) are able to enjoy the facility. This Alcohol Use Agreement (the “**Agreement**”) has been set in place to achieve that goal and includes all rules and regulations surrounding the use of alcohol in the Facility and at the Park. **It is to be used in conjunction with the Facility Use Agreement and all terms of that Agreement apply to Alcohol Use Agreement.**

The person signing this agreement and the organization on whose behalf the facility rental is being made (collectively the “**Renter**”) are responsible for compliance with this Agreement. Renter is required to read and sign this Agreement as part of the rental and expected to use alcohol in guidance with State Law, City Ordinance, and Park Rules.

1. TERMS OF USE:

- a. Beer (with alcohol content 5% or less by weight) and wine or other similar drinks – wine coolers, seltzer (with alcohol content 17% or less by weight) **ONLY** can be consumed.
- b. No kegs are allowed in Facility.
- c. Drinking of these beverages can only occur within the Facility. It is **NOT** permitted on Park grounds.
- d. Glass containers are not allowed, all alcohol must be in cans or plastic containers.
- e. Alcoholic beverages can only be provided to those of legal drinking age.
- f. Alcohol is to be served **ONLY** to those in attendance of Private Event that has been secured by Renter of Facility Use Agreement.
- g. A person who is at least twenty-one (21) years of age must sign this Agreement.
- h. **All rules, laws, regulations and terms of use are enforceable and at the discretion of the local Police Department or any law enforcement.**

2. FEES

- a. Use of alcohol for event are as such:
 - i. Small Event (less than 75 people) \$ 50.00
 - ii. Large Event (75 or greater in attendance) \$ 75.00
 - iii. Weddings \$ 100.00
- b. There is an additional Deposit Fee for serving of Alcohol: \$ 100.00
 - i. This will be returned to Renter if facility is found to be in acceptable condition after date of event.
- c. These Fees are in addition to the rental fees for the Facility.
- d. **Checks are made payable to Colfax Park and Recreation Auxiliary Board, Inc.**

3. INDEMNIFICATION AND INSURANCE

- a. Renter shall indemnify, defend, and hold harmless the Colfax Park & Recreation Auxiliary Board, Inc., its officers, employees and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the Colfax Park & Recreation

- Auxiliary Board, Inc., its officers, employees, or agents.
- b. Renter should have general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use of the Colfax Park & Recreation Auxiliary Board, Inc. facilities and adjoining property and submit a copy of certificate of insurance.
- c. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use of the facilities. Notify the manager immediately. Renter waives any right of recovery against the Colfax Park & Recreation Auxiliary Board, Inc., its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to the Colfax Park & Recreation Auxiliary Board, Inc., its officers, employees, or agents.
- d. Renter waives any right of recovery against the Colfax Park & Recreation Auxiliary Board, Inc., its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use of the Facility and adjoining property, even if the Colfax Park & Recreation Auxiliary Board, Inc, its officers, employees, or agents seek recovery against Renter.

4. EVENT INFORMATION:

- a. Description of Event: _____
- b. Date/Time of Event: _____
- c. Estimate Attendance: _____

Please read the following:

I am an authorized agent for the organization/person submitting this Agreement. The information provided in this Agreement is true and correct. I have read and understand this Agreement and agree to all the of the aforementioned rules, regulations and conditions of use.

Signature: _____

Print Name: _____

Telephone: Home _____ Cell _____

Email: _____

Date: _____

Please note that the Colfax Park and Recreation Auxiliary Board, Inc must provide permission for use of alcohol for said event. Permission is only granted once an authorized Board Member signs this agreement.

Permission may be denied by the Colfax PAB for any reason. Renter has right to appeal to City of Colfax Council to coincide with ordinance if Colfax PAB denies.

COLFAX PARK & RECREATION AUXILIARY BOARD, INC.

By: _____

Name: _____

Title: _____

Date: _____

Information below for Park Board Use only:

Deposit Amt: _____ Paid Date: _____ Returned Date _____

Rental Fee Amt: _____ Paid Date: _____

Any canceled or returned check information on back.