



## Rental Agreement

This Contract to rent space in the Business Tech Center conference room is made by and between the Business Tech Center (BTC) and \_\_\_\_\_ (“the Group”). BTC and the Group hereby agree as follows:

### 1. General Rules

- No smoking anywhere in the building.
- Do not affix anything to the walls.
- Perform cleanup of rented area.
- Access to private offices is prohibited.
- Report to BTC any damage to facility property as soon as possible.
- Hazardous materials are prohibited in the building.
- The use or generation of biohazard materials by the Group is prohibited.
- No furniture or pictures are to be removed from the space rented without facility approval.
- All food functions are limited to the conference center.
- All Group property must be removed at the end of the event. BTC cannot be responsible for items left in the building following the event (except in cases where return shipping is involved; see section 3).

### 2. Special Provisions

- BTC will provide staff before and during the event to assist Group.
- BTC will provide up to 25 black and white copies if needed at no additional charge.
- Upon request, BTC will provide an easel at no additional charge.
- BTC will provide appropriate signage for the Group event.

### 3. Deliveries and shipping

- BTC will accept deliveries for the Group no more than seven (7) business days prior to the scheduled room rental. Items that need to be returned via shipping must be packed by the Group with a return shipping label. Items for pick-up cannot be stored for more than seven (7) business days following the room rental. BTC is not responsible for arranging pick-up of items. Under no circumstances will BTC be responsible for the cost of return shipping of items left by the Group.

### 4. Alcoholic Beverages

- The sale of liquor, beer, wine, or other alcoholic beverages by the Group in this facility is strictly prohibited. The Group assumes full liability in connection with the serving of beverages in this rented space and will indemnify and hold harmless BTC in the manner proved in the indemnification clause of this agreement. Alcohol must only be served by a professional bartender under a caterer, restaurant, or other entity that has a valid Colorado liquor license (copy must be provided to BTC). No self-serve alcohol is allowed. If alcohol

will be served, the Group must notify BTC prior to the room rental and provide evidence of insurance covering the Group and BTC.

## 5. Catering

BTC allows the Group to provide outside catering when renting rooms for an event. The catering company used must be declared to the BTC thirty (30) days prior to the scheduled event. All catering companies used must possess a general liability insurance policy, specifically referring to and including the contractual liability referred to herein, premises-operations, broad form property damage, independent contractors coverage and personal injury liability with limits of \$1,000,000. The Group must provide BTC with a certificate of insurance (7) seven business days prior to room rental. The catering company or the Group agrees to perform reasonable cleanup of the rented area following the event. All catering equipment must be picked-up within two hours following the event, or at the start of business the following morning should the event occur in the evening.

## 6. Audio Visual Services

- BTC has audio visual services available for an additional cost. Please refer to the audio visual price sheet. Conference phone and video conference technology is also available and will incur an additional usage charge.
- The Group is responsible for returning all rented audio visual equipment in the condition it was initially delivered. Any missing or damaged items will incur a replacement or repair cost.

## 7. Payment and Contract

- Once the reservation has been finalized and the rental agreement has been signed, all other arrangements (including audio visual requests and seating arrangements) must be provided to BTC at least fourteen (14) business days prior to the event.
- The BTC accepts payment by check or credit card. Checks must be received by BTC no less than fourteen (14) business days prior to the event. BTC accepts American Express, Discover, Master Card and Visa credit cards. A signed credit card authorization form must be filled out and submitted with this contract. Total charges for the event will be charged to the credit card no less than fourteen (14) days prior to the event.
- Items included in the room rental charge are wireless internet access, electricity for attendees' equipment and parking. Items excluded from room rental but available with additional charge are audio visual equipment including but not limited to microphone(s), blu-ray DVD player, LCD projector(s) and screen(s). Please refer to attached audio visual price sheet for additional information.

## 8. Cancellation

- It is understood that BTC loses substantial revenue upon the unexpected cancellation of an event. Since the amount of those losses is difficult to determine, BTC has established the following fee schedule in the event of cancellation. The parties agree that these fees are a fair and reasonable estimation of BTC's loss as a result of cancellation. The cancellation policy is as follows:

|  |                              |
|--|------------------------------|
| 90 days or more prior to scheduled meeting | Deposit forfeited            |
| 89 – 60 days prior to scheduled meeting    | 50% of room rental fee owed  |
| 59 – 30 days prior to scheduled meeting    | 75% of room rental fee owed  |
| 29 days or less prior to scheduled meeting | 100% of room rental fee owed |
- Except as noted above, neither party shall have the right to terminate its obligations under this Contract. This Contract is subject to termination for cause without liability to the terminating party, under any of the following conditions:

The BTC performance under this Contract is subject to acts of God, war, government regulations, terrorism, disaster, civil disorder, curtailment of transportation facilities, or any other emergency beyond the BTC's control, making it inadvisable, illegal or which materially affects BTC ability to perform its obligations under this Contract. Either party may terminate this Contract without liability to the other party for any one or more

of such reasons upon written notice to the other party within five (5) business days (M-F) of such occurrence or receipt of notice of any of the above occurrences.

## **9. Rescheduling**

- The Group may reschedule a room reservation for a fee of \$25 to another date pending availability of the facility. Notice of rescheduling shall be given to BTC at least thirty (30) days prior to the event.

## **10. Indemnification**

- The Group shall hold BTC harmless from and shall defend and indemnify BTC from and against all liability for injuries to or death of persons or damages to property (including, but not limited to, legal fees incurred in defense of such claims) arising from activities performed under this Contract, including any loss predicated on the active or passive negligence of BTC.
- Each party shall give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party, and both parties shall have the right to participate in defending such claim to the fullest extent of their respective interests.
- The Group shall comply with all applicable federal, state and local laws governing its use of the space. Violation of these laws and regulations, including but not limited to those of the City of Greenwood Village and County of Arapahoe may be considered by BTC as cause for immediate termination of this Contract. The Group agrees to comply with the provision of the Americans with Disabilities Act as applicable to its use of the space, including the provision of auxiliary aids and services, and making displays and other information accessible to persons with disabilities. The Group shall be responsible for its policies, practices, procedures and eligibility criteria; the provision of auxiliary aids and services in areas designated for the exclusive use of or within the control of the Group; architectural, communications and transportation barriers created by or within the control of the Group and its agents, representatives or contractors.

## **11. Binding Agreement**

- The BTC Contract lists all of the terms agreed to by the parties. Any changes to these terms must be made in writing and signed by both parties to be effective. All prior agreements, verbal or written, are no longer effective and are merged into this Contract as signed by the parties.
- All notices from the Group must be addressed to the Business Tech Center, 8301 E. Prentice Avenue, Suite 400, Greenwood Village, CO 80111. The notice shall be deemed effective upon receipt by BTC.
- This BTC Contract and accompanying invoice and informational materials are all of the terms of the contract.

## **12. Attorney's Fees**

- In the event any legal action is taken by either party against the other party to enforce or interpret any of the terms and conditions of this Contract, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, attorneys' fees and expenses incurred by the prevailing party. In addition, the Group shall be responsible for payment of attorneys' fees and 18% per annum interest associated with any efforts by BTC to collect monies owed under the terms of this Agreement.

## **13. Waiver**

- If one party waives its right to enforce any term of this Contract, it does not waive the right to enforce such term or any other terms of this Contract at any other time.

- By signing this Contract the Group acknowledges that it has reviewed and approved the specific information herein connected with the event for which it is renting space and will thus constitute a binding agreement between the Group and BTC.

The Group: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

Meeting Date(s): \_\_\_\_\_

Meeting Start Time: \_\_\_\_\_

Meeting End Time: \_\_\_\_\_

Set-up Time: \_\_\_\_\_

Space Rented: \_\_\_\_\_

**Fee:** \_\_\_\_\_

The Group's responsible party:

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Business Tech Center Management:

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_