

## External Customer Agreement

### GENERAL TERMS

1. College hereby agrees to permit User to utilize the facilities/equipment/services on the dates and times, for the activity and purposes, for the usage fee and other payments, as specified on this External Confirmation Agreement (Agreement) and incorporated herein by this reference, subject to the terms and conditions set forth herein.
2. User acknowledges that other activities may be conducted at the College by other users during the above time period; however, the College agrees that it shall use its best efforts to schedule other activities so as not to unreasonably interfere with User's activities. User shall conduct its activities so as not to interfere with other events.
3. User agrees to comply with all reasonable requests and regulations provided by College officers and/or representatives regarding health and safety considerations. All state and local laws and ordinances, as well as College regulations concerning health, safety and public order, which are applicable to the use and occupancy of College facilities shall be observed by User, its officers, agents, employees, guests, patrons, and invitees.
4. Facilities occupied by User shall, at all times, be under the control of the College. College personnel shall have the right to enter said facilities on official College matters at any time.
5. It is expressly agreed and understood that this arrangement shall not operate or be construed to create the relationship of landlord and tenant between the parties hereto under any circumstances whatsoever and no tenant remedies of a landlord/tenant relationship shall be available to User. User agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in facilities or any other facilities of College by virtue of its occupancy or use hereunder.
6. User may not assign or in any way transfer its rights hereunder to any other parties. Nothing herein shall imply any partnership, joint venture, or other association between the College and User. User shall have sole responsibility for the content and the conduct of its activities on the College campus. The College's name shall not be used in any way to suggest co-sponsorship or endorsement of any activity without prior written approval of the College.
7. The use, possession, sale, or distribution of marijuana (including medical marijuana and products containing marijuana) on any college owned or controlled property is illegal and against college guidelines. You cannot bring it on any of these properties, smoke or consume it in the parking lot, or come to campus under the influence.
8. In its use or occupancy of the facilities, User shall comply with all applicable state, federal and local non-discrimination laws and regulations.
9. User agrees to pay promptly all taxes, excise or license fees of whatever nature applicable to the holding of the event and to take out all required licenses and permits and further agrees to furnish College, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees referred to above, and showing that all required licenses and permits are in effect.
10. Should College, in its sole discretion, determine that User has damaged College property, User agrees to pay for any and all damage incurred. College shall inform User of such damage within five (5) calendar days after the end of User's event and shall identify the damaged property and the cost to repair or replace the damage property. User shall then have five (5) calendar days to make payment to the College. Payment shall be by credit card, certified check, or bank cashier's check. Personal checks will not be accepted.
11. If, prior to the use date(s) provided for herein, the facilities/equipment are destroyed or damaged by fire or other casualty or become unavailable or unusable because of cause beyond the reasonable control of the College, then the College may, in its sole discretion, terminate this arrangement and return User's deposit and have no further obligation whatsoever hereunder. If any required deposit or other sum is not paid promptly when due or in the event the User violates any of the general terms and conditions contained herein, the College may cancel User's reservation and require User to vacate the premises and the College shall retain all sums received prior to such termination.
12. Unless User is an agency or subdivision of the government of the State of Colorado, User shall indemnify, save, and hold harmless the College, its employees, agents and governing Board, against any and all claims, damages, liability and court awards, including cost, expenses and attorney fees, incurred as a result of any act or omission by User, or its employees, agents, subcontractors or assignees.
13. *(For Boulder County Campus only)* Unless User is an agency or subdivision of the government of the State of Colorado, the User shall indemnify, save, and hold harmless ARC DBPPROP001, LLC (property owner), its employees, agents, subcontractors, and assignees, against any and all claims, damages, liability and court awards, including cost, expenses and attorney fees, incurred as a result of any act or omission by the User, or its employees, agents, subcontractors or assignees.
14. College shall not be held liable for injuries on or to anyone during your event or while on College property.
15. User shall maintain in full force and effect during the dates specified herein, at User's expense, a policy of insurance, issued by the User's insurance carrier, providing for coverage as follows:
  - a. General Liability - PL & PD (minimum).
    - i. Combined single limit - \$1.0 million written on a per occurrence basis.
    - ii. Personal Injury - \$1.0 million.
    - iii. General aggregate limit - \$1.0 million.
    - iv. User must purchase additional insurance if claims reduce the general aggregate below \$1.0 million.
    - v. Fire damage (any one fire) - \$50 thousand.
    - vi. State of Colorado to be named as additional insured on each comprehensive general liability policy.
    - vii. Insurance shall include provisions preventing cancellation without 60 days prior notice by certified mail to the College.
  - b. Additional coverage may be required as recommended by the State of Colorado Office of Risk Management;

- c. A certificate of insurance shall be provided to the College no less than five (5) calendar days prior to use and shall provide for at least ten (10) calendar days prior notice of any change in coverage.
16. User, its officers, agents, employees, guests, patrons, and invitees, shall comply with all rules, regulations, and/or laws prescribed by the College for use of facilities, equipment, or services of the College and with all applicable governmental rules, laws, ordinances and regulations.
17. All provisions of this arrangement are severable and no provision hereof shall be affected by the invalidity of any other provision.
18. It is agreed that any lawsuits or causes of action arising out of the arrangement, the transactions contemplated herein, or arising out of the benefits established hereby, shall be conducted in the courts of Denver County, Colorado to the extent those courts are reposed with jurisdiction. Each of the parties hereto submits to the personal jurisdiction of those courts.
19. This arrangement shall be governed by and construed in accordance with the laws of the State of Colorado.
20. This arrangement may be amended or supplemented only by written agreement of the parties hereto.
21. Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally, by United States mail, facsimile transmission or email to the other party identified on this Agreement. All notices shall be effective only when received by the addressee.

### ALCOHOL POLICY

1. College will allow User to serve alcoholic beverages provided User complies with all of the following requirements:
  - a. User is solely responsible for purchasing any and all alcoholic beverages to be served during User's event.
  - b. User is solely responsible for transporting, to and from, the College any and all alcoholic beverages to be served during User's event.
  - c. User is solely responsible for removing any and all remaining alcoholic beverages immediately upon the conclusion of User's event. Under no circumstances will the College store alcoholic beverages for the User.
  - d. User agrees that all alcohol will be served by a certified and insured bartender and will provide the College a copy of the bartender's certification at least ten (10) calendar days prior to the scheduled event. Bartender is responsible for checking identifications to ensure proper drinking age and for observing other safe alcohol practices.
  - e. User agrees that all alcohol to be served will be done as a hosted bar. No cash bars are allowed. Only individual drinks may be served when a hosted bar is provided. Pitchers are not permitted.
  - f. Under no circumstances will User leave alcoholic beverages unattended.
  - g. User is solely responsible for assuring that attendees of the User's event do not leave the reserved premises with alcohol, as stated in this confirmation agreement.
  - h. College may require the User secure from the party hired to serve alcoholic beverage its liquor liability insurance policy at least ten (10) calendar days prior to scheduled events. Such insurance coverage shall be in accordance with amounts, terms, and conditions as required by the State of Colorado Office of Risk Management.
  - i. User agrees to abide by all College, city, county, and State of Colorado rules and regulations covering consumption/serving of alcoholic beverages on College premises.
  - j. User agrees to use a different colored glass/cup for alcoholic beverages than the color used for non-alcoholic beverages.
2. All events where alcohol will be served must have the pre-approval at the time of the reservation by the campus Vice President.
3. Additional charges will be added to this Agreement for clean-up and Security for events with alcohol.

### BUILDING POLICIES

1. The Director of Student Life, Event Services Coordinator, and/ or Campus Security reserves the right to address any 'noise' issues on a situational basis.
2. All computers in the buildings are for College students ONLY except as arranged through Events and Conference Services for use as it relates to the Users rental needs.
3. Any changes to room setup must be requested through Events and Conference Services 3 days prior to the event.
4. In the case of unexpected college closures, information will be posted on the homepage at [www.frontrange.edu](http://www.frontrange.edu). Personnel may not necessarily be available on campus during a closure to assist with questions.
5. User agrees that it has inspected the premises and facilities and accepts them, in their present condition, and shall not alter or change the facilities without written approval of the College and that at the end of the event, the premises shall be returned in the same condition as received by the User.
  - a. Lit candles or any other materials against fire code are not permitted.
  - b. All fire exits, signs, and doors must remain unobstructed.
  - c. Confetti is not permitted.
  - d. No items may be hung on the walls without using the tape provided by Events and Conference Services.
6. User is not permitted to move furniture within the reserved rooms. For the safety of User and to assure that all ADA and fire code restrictions are adhered to, user will ask Events and Conference Services staff for assistance.
7. *(For Westminster Campus and Larimer Campus only)* User agrees to arrange for any food and nonalcoholic beverage service only through the college's catering service. Food and nonalcoholic beverages may not be sold or distributed in College facilities without prior written approval from the College. The Dining Services Director requests that you place an order prior to your event with 72 hours' notice for beverages and snacks and 2 weeks' notice for larger dining events. **NO OTHER CATERING OR OUTSIDE FOOD/ BEVERAGES ARE ALLOWED WITHOUT RECEIVING A WAIVER FROM DINING SERVICES.**



8. College may designate the parking areas available for User and User will notify its officers, agents, employees, guests, patrons, and invitees where they may park. User agrees that College need not hold such parking facilities for the exclusive use of such traffic.
9. User understands and agrees that it is solely responsible for all goods, wares, merchandise and property it brings on College property. College will not be held liable for loss or damage to personal property from theft, fire, accident, or any other cause beyond its control. College is not responsible or liable to User for damage or theft of items left unattended by User.
10. User understands and agrees that time is of the essence with reference to all payments and time of use. In the event any portion of the facility used by User is not vacated at the end of the term, then College shall be authorized to remove from said premises and store, at the expense of User, all goods, wares, merchandise and property of any kind or description which may be then occupying a portion of the facilities on which the term has expired. All removal and/or storage charges must be paid in full to College by User before such goods, wares, merchandise or property will be released to User. In any event, College may dispose of any such goods, wares, merchandise and property as it sees fit after the expiration of three (3) calendar days from the end of the event or permitted use. College shall not be liable for any damage to or loss of such goods, wares, merchandise or property sustained either during the removal, storage or disposal of same and College is hereby expressly released from any and all claims for such loss or damage.
11. All general meeting rooms, hallways, restrooms and other public areas of College facilities are considered to be non-smoking areas. For a map of designated smoking areas, please see Events and Conference Services

#### SALES OF GOODS OF SERVICES

1. Any User wishing to sell any goods or services must complete a Vendor Agreement, which can be obtained from Events and Conference Services.

#### PAYMENT TERMS - PLEASE CHECK ALL INFORMATION BEFORE YOU SIGN AND RETURN THIS DOCUMENT.

1. USER SHALL MAKE FULL PAYMENT TO COLLEGE FOR ALL FACILITIES, EQUIPMENT, AND SERVICES TEN (10) DAYS PRIOR TO THE START OF USER'S EVENT, PAYABLE TO FRCC. College may in its sole discretion require an additional security and/or damage deposit from User. All payment due to the College shall be made in cash, credit card, certified check, or bank cashier's check. If the payment is not received 10 days prior to the event, a \$50.00 late fee may be assessed. User will forfeit all payments, deposits, and are responsible for the full outstanding balance. User may pay with a credit card in person or by phone.
2. Either party shall have a right to terminate this arrangement without cause by giving the other party ten (10) calendar days' notice. If notice is so given, this arrangement shall terminate on the expiration of the ten (10) calendar days, any and all payments made to the College by User shall be refunded, and the liability of the parties hereunder for further performance of the terms of this arrangement shall there upon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination. User shall forfeit any and all payments made to the College for any cancellation notice of less than ten (10) calendar days and shall remain responsible for the full outstanding balance. If a multi-date reservation is cancelled once reservation has begun, then 25% of the entire rental fee is non-refundable.
3. If User cancels within 10 days, all efforts will be made to find an alternate date in lieu of forfeiting payment. However if a new date cannot be arranged, payment shall still be forfeited.

*The Director of Student Life and/or Conference Services Coordinator reserve the right to limit or not grant space to individuals or organizations who do not provide timely payment, have been no-shows for past reservations, do not submit signed Confirmation Agreements on or before the reservation date, or do not adhere to College Policies.*