

# Facility Rentals Terms and Conditions

## Addendum B

1. Apply applicable Addenda indicated in contract page.
2. ACC hereby agrees to permit User to utilize the facilities/equipment/services on the dates and times, for the activity and purposes, all as shown on the Agreement Cover Page attached hereto and incorporated herein by this reference, subject to the terms and conditions set forth herein.
3. User agrees that the Facilities shall be used only for the purposes specified herein in a safe and proper manner, and that it will pay on demand for any damage to the Facilities caused by the misuse or negligence of User's representatives, employees, agents, guests or invitees. User shall not use or permit the Facilities to be used for any purposes prohibited by the laws, ordinances, or regulations of the United States, the State of Colorado or other governmental entity with jurisdiction and shall not permit any nuisance at or within the Facilities.
4. ACC makes no warranty concerning the suitability of the Facilities for User's intended use of the Facilities. User shall be solely responsible for taking all reasonable precautions and preparations and providing all appropriate safety accommodations for users of the Facilities, except that User shall make no alterations or modifications to the Facilities without ACC's prior written approval.
5. The User shall indemnify, save and hold harmless ACC, 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 the User, or its employees, agents, subcontractors or assignees pursuant to the terms of this Agreement.
6. User may not assign or in any way transfer its rights under this Agreement to any other parties. Nothing in this Agreement shall imply any partnership, joint venture, or other association between ACC and the User. The User shall have sole responsibility for the content and the conduct of its activities on the ACC campus. ACC's name shall not be used to suggest co-sponsorship or endorsement of any activity.
7. Nothing in this Use Agreement shall be interpreted to create any leasehold interest in the Facilities or any rights beyond those specifically granted under this Agreement.
8. The User, its representatives and employees, shall comply with all rules, regulations, and/or laws prescribed by ACC for use of facilities, equipment, or services of ACC and with all applicable governmental rules, laws, ordinances and regulations and shall not permit a nuisance at or within the Facilities.
9. The User agrees to comply with all reasonable requests and regulations provided by ACC officers and/or representatives regarding health and safety considerations. All state and local laws and ordinances, as well as ACC regulations concerning health, safety and public order, which are applicable to the use and occupancy of ACC facilities shall be observed by User, its officers, agents, employees, guests, patrons or invitees.
10. Facilities occupied by User shall, at all times, be under the control of ACC, and all personnel from ACC shall have the right to enter said facilities on official ACC matters at any time when so deemed necessary. Protection of personal property is the responsibility of the customer and not ACC.

11. User understands that alcoholic beverages may not be used, sold or distributed in or at the Facilities at any time.
12. All general meeting rooms, hallways, rest rooms and other public areas included within the Facilities are considered to be non-smoking areas unless they are specifically marked as a “designated smoking area”.
13. Failure to pay User’s Pro-Rata Costs or any other amounts payable under the terms of this Agreement within fifteen days of the date when due shall constitute breach of Use Agreement by User.
14. Failure to perform or keep any of the terms, covenants or conditions of this Use Agreement shall constitute breach of Use Agreement by User.
15. In the event of an occurrence of default as set forth above, ACC shall have the right to terminate this Use Agreement by giving User written notice of such termination. After termination, User shall have no further right to enter or use the Facilities. ACC shall be entitled to recover from User the amount of unpaid costs or fees due at the time of termination.
16. This agreement, including all exhibits, supersedes any and all prior written or oral agreements, and there are no covenants or agreements between the parties except as set forth herein. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever unless incorporated herein in writing. No novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless in writing and signed by all parties hereto.
17. If any provision of this Agreement shall be determined to be invalid, illegal or without force by a court of law or rendered so by legislative act, then the remaining provisions of this Agreement shall remain in full force and effect.
18. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, 24-10-101, et.seq., C.R.S., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of 24-10-101, et.seq., C.R.S., as now or hereafter amended and 24-30-1501, et. seq., C.R.S., as now or hereafter amended. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of ACC to the above-cited laws.