



TOWN OF NUCLA

Nucla Rodeo Arena – Short Term Lease

THIS SHORT TERM LEASE (this “Lease”) is made by and between the **Town of Nucla Board of Trustees/Mayor** acting through their designated representative, the Nucla Town Clerk (hereinafter referred to as “Town” or "Lessor") and:

Name: _____ hereinafter referred to as “Lessee”
Agent: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Email: _____

SECTION I - LEASEHOLD

LESSOR agrees to lease to LESSEE and LESSEE agrees to lease from LESSOR the following area(s) (“Premises”) within the Town of Nucla Rodeo Arena grounds (“Arena”):

- Arena Grounds** (includes use of all areas & facilities below, unless otherwise noted)
- Arena Only
- Concessions Stand
- Announcers Booth/Office
- Restrooms
- Pens _____
- Other _____

If Lessee is an organization or entity, Lessee will provide to Lessor a State of Colorado certificate of good standing from the Secretary of State’s office contemporaneously with the execution of this Lease.

Except as otherwise provided in this Lease, the use of the Premises during the term of this Lease shall be exclusive to Lessee. Lessor’s employees and agents shall have access to the Premises at any and all times during the term of this Lease. Lessee acknowledges and agrees that Lessor’s employees, agents, volunteers and members of the public may utilize the Premises for purposes of accessing other areas of the Arena.

SECTION II - TERM OF LEASE

THIS LEASE is for the following date(s): _____. Lessee shall vacate the Premises at the end of the Lease term.

SECTION III - DAMAGE DEPOSIT

LESSEE SHALL PAY \$ _____ as a damage deposit. Lessee shall be liable and responsible for damage to any of Lessor’s property, including but not limited to, real property, fixtures or equipment that may occur as a result of the events and/or activities of Lessee during the term of this Lease. Lessor shall return such portions of the damage deposit not lawfully expended, applied or withheld by Lessor to Lessee within thirty (30) days after Lessee’s vacation of the Premises.

SECTION IV - INSURANCE COVERAGE AND LESSEE LIABILITY

LESSEE shall carry comprehensive liability insurance in the amount of at least \$1,000,000 (one million dollars) due to bodily injury and/or death of one person in any one accident and \$1,000,000 (one million dollars) due to bodily injury or death of two or more persons in any one accident, per occurrence. Said liability insurance shall name Lessor (Town of Nucla, State of Colorado) as an additional insured and shall be in effect for the duration of this Lease. Lessee shall provide Lessor with evidence of the coverage prior to taking possession of the Premises.



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SECTION V - EVENT SECURITY

Lessor reserves the right to require certified security personnel at any public or private event. The cost of said security is the sole responsibility of Lessee. Lessor is not responsible or liable for lost or stolen items.

SECTION VI - EVENT COMPLETION AND CLEAN-UP

UPON COMPLETION of the event or activity, the Lessee is responsible for returning the Premises and any items used belonging to Lessor, in clean, original condition and in good repair and working order. Lessee is prohibited from making any alterations or improvements to the Premises.

Arena grounds and facilities must be vacated by 12:00 midnight. If needed, Lessor must approve any special arrangements for tear down and clean up.

SECTION VII - LIABILITY INDEMNIFICATION/WAIVER

TO THE EXTENT provided by law, Lessee shall save Lessor (including its agents, successors, assigns, contractors, and employees) harmless and indemnified from all injury, loss, claim or damage to any person or property while on the Premises, or arising in any way out of Lessee's use of the Premises. Lessor and Lessor's agents, contractors, and employees shall not be liable for, and Lessee waives all claims for, damage to person or property sustained by Lessee, resulting from any accident or occurrence in or on the Premises, including, but not limited to, claims for damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) Lessor's failure to keep the Premises in repair; (iii) injury done or occasioned by wind, water, animal or other natural element; (iv) any defect in, or failure of, plumbing, heating or air-conditioning equipment, electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (v) broken glass; (vi) the backing-up of any sewer pipe or downspout; (vii) the bursting, leaking or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain or any other pipe or tank in, on or about the Premises; (viii) the escape of steam or hot water; (ix) water, snow, or ice being on or coming through the roof, doors, stairs, walks, or any other place on or near the Premises; (x) the falling of any fixtures, plaster or stucco; (xi) fire or other casualty; (xii) any act, omission or negligence of co-tenants or of other persons or occupants of the Premises; and (xiii) any hazardous materials or conditions on the Premises. No party hereto shall be considered to be the agent or representative of the other party to this Lease. In addition, nothing in this Lease is or shall be construed to be a waiver by the Lessor of the provisions of the Colorado Governmental Immunity Act (C.R.S. § 24-10-101 et seq.).

SECTION VIII - NON-EXCLUSIVE LEASE

THIS IS A NON-EXCLUSIVE lease between the parties as to areas of the Arena that is not included within the Premises. During the term of this Lease, Lessor may lease to other individuals, groups or organizations other portions of the Arena not occupied by Lessee and not covered by the terms of this Lease.

SECTION IX - CONDUCT OF ACTIVITIES

LESSEE AGREES to conduct its activities on the Premises with respect and courtesy for the surrounding neighborhood and other users of the Arena. Lessee is expected to review the operation and event policies for the Arena and be familiar with prohibitions and limitations on use of the facilities. In particular, Lessee should be aware that the sale and consumption of alcoholic beverages is limited, and not permitted in all areas of the Arena. Any Lessee hosting or sponsoring an event at which alcohol is being proposed for sale or consumption should make specific inquiry and plans known to the Town of Nucla Clerk's office to ensure compliance with all policies, laws and regulations.

SECTION X - MANAGEMENT DECISION

THE DECISION of the Nucla Town Board or its designated staff must be accepted as final in any disagreement between users; or in the decision to remove from the grounds any user, lessee, or his/her representative performing any act or practice which, in the opinion of the management, is illegal or violates any local, state or federal law or regulation; or is hazardous to the health, safety and welfare of the attending public or the Arena facilities.



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SECTION XI - DESTRUCTION OF IMPROVEMENTS

THE PARTIES MUTUALLY agree that should the Premises or improvements thereon be destroyed or rendered uninhabitable through no fault, act or omission to act, of the Lessee (or Lessee’s agents, employees, guests, customers, licenses, or invitees), then in such event this Lease shall terminate. If Lessee has commenced use of the Premises under this Lease, prior to the event that renders the Premises uninhabitable, Lessee shall be obligated for only a prorated rental.

SECTION XII - REASONABLE RENT

LESSEE shall pay the following sums:

- Arena Grounds** (includes use of all areas & facilities below) \$ _____
- Concessions Stand \$ _____
- Announcers Booth/Office \$ _____
- Restrooms \$ _____
- Pens _____ \$ _____
- Other _____ \$ _____

Damage Deposit \$ _____
 TOTAL RENTAL SUM DUE \$ _____

SECTION XIII - EXPENSES, DAMAGES, LATE CHARGES AND INTEREST

FOR FIRST time users, all fees must be paid two (2) weeks prior to the scheduled event. For annual users, invoices must be settled within thirty (30) days of completion of the event. Lessor shall be entitled to, and Lessee agrees to pay, interest on account of all charges or fees due based on this Lease that are past due 30 days from the due date, to be charged at the rate of one and one/half percent (1 ½ %) per month, or a minimum of \$35.00 per month. Lessee further agrees to a \$25 fee for any returned check. Lessor agrees to invoice Lessee for any damages to the leased facility in excess of the damage deposit, and Lessee agrees to pay the invoice for damages within ten (10) days of receipt.

This Lease shall be interpreted and construed according to the laws of Colorado, and any disputes regarding this Lease may be litigated in a court of competent jurisdiction in Montrose County, Colorado. Lessor shall be entitled to its attorney fees and costs incurred to enforce the terms and conditions of this Lease.

LESSEE affirmatively states they have read and understand this Lease and been provided with, read and understand the Town of Nucla Rodeo Arena Policy, and agree to abide by them in full.

BY SIGNATURE below, the Lessee affirms authority to enter into and be bound by the terms and conditions of this Lease.

IN WITNESS WHEREOF, the respective parties have hereunto set their signatures effective the day and year written below.

LESSEE:

LESSOR:

EVENT PROMOTER (add name)

TOWN OF NUCLA RODEO ARENA GROUNDS

BY _____

BY _____

DATE _____

DATE _____