

Villa Jubilee Foundation
DBA Villa Jubilee Retreat Center
Rental Agreement (Contract)

This is a Rental Agreement between Villa Jubilee Foundation (herein after known as Villa Jubilee Retreat Center or VJF or Retreat Center or Facility) and _____ (hereinafter known as "Client") for the use of the Retreat Center located at 3001 County Rd. 330, Walsenburg, CO 81089.

TERMS AND CONDITIONS

Reservations

1. You are contracting to rent the facility from:
_____ (time) _____ (date) to
_____ (time) _____ (date)
2. Your rental fee is: _____.
3. Your rental type is described below.
4. Your expected # of attendees _____. (Please give us your best estimate.)
5. In order for an event to be guaranteed, Villa Jubilee Retreat Center must receive a deposit of at least fifty percent (50%) of the anticipated room rental fee as well as a refundable \$ \$200.00 security deposit at the time this Agreement is entered into. The remainder of any rental fee is required fifteen (15) days prior to the event.
6. Hours of Operation: One-night events (concerts, banquets) may not last beyond 11:00 p.m. without prior approval from Villa Jubilee Retreat Center staff. This 11:00 p.m. deadline includes cleanup time. The Client will be charged \$ _____ per hour if the Event and/or cleanup time exceeds 11:00 p.m. or if it exceeds a designated deadline previously approved by staff. Client is responsible for making sure guests leave the building at an appropriate time in order for Client to finish clean up before the time deadline. Arrangements must be made by the Client to have all rental equipment picked up and removed from the Facility the same day as the Event before the Event's time deadline unless there is prior approval. Please anticipate a realistic scenario for clean-up, and extend the rental time to include clean-up.

General Event Policies

1. Villa Jubilee Retreat Center is not responsible for any damage or theft of any items left by the Client or any guest attending the Client's Event.
2. Services Provided by Staff: It is mandatory that a Villa Jubilee Retreat Center Staff be on site during the entire event. The Staff member will open the Facility and provide information and direction as needed. The Staff member will not be available to serve or decorate and will not be involved in the Event unless previously arranged.
3. Tables, Chairs, and White Board: Such items are provided upon request and will be set up and taken down by Villa Jubilee Retreat Center Staff. Client must provide a layout for

Villa Jubilee Retreat Center in advance if you request this service. Tables and chairs are not to be taken outside by the Client or any guest attending the Event.

4. Parking: Parking at the facility is free; however, please follow the directions of the staff to enhance the experience for your attendees.
5. Gate: This is a gated facility. The gates will be open for your event. For events with overnight guests, such as retreats, we lock the gates at 8:00 pm *for your security*, so we suggest you plan your agenda so that guests arrive at 5:00 pm or earlier. This allows a three-hour cushion for bad traffic or airport delays. The Retreat Center staff person will ensure the gates are locked at 8:00 pm and then go off duty (but remains onsite).

Area Rented/Type Rental

Access to powder rooms is available for all types of rentals.

Access to owner's suite is excluded for all types of rentals.

- Kitchen + Great Room + Main Hall (Meeting or Concert only)
 - All Areas except Owner's Suite (Overnight guests)
 - Kitchen + _____ . _____ . _____ . (Owner's suite excluded.)
 - Use the "By the Guest Room" rental option.
 - Photo Shoot.
 - Other. Describe inclusions and exclusions:
-
-

Kitchen Usage and Food

1. Kitchen usage is limited to preparation and serving only for the specified event.
2. You may hire a caterer, bring your own chef, bring your own prepared meals (e.g., potluck events), or cook your own meals for your event. Villa Jubilee Retreat Center does not cook or prepare meals.
3. Food may be assembled and cooked for short duration cooking and may be warmed or kept warm using the warming ovens. Perishables and beverages may be chilled in the refrigerator, beverage cooler, and freezer. Ovens, refrigerators, and freezers must be thoroughly cleaned after use. The Retreat Center is NOT responsible for the proper handling of food.
4. All food requiring more than three hours to cook must be prepared by, brought onto the premises, and served by Client or a caterer that is designated by the Client.
5. Client or their caterer shall coordinate with Villa Jubilee Retreat Center Staff one week (7 days) in advance to confirm catering staff arrival time.
6. A minimum of one (1) catering staff person is required to be on duty at all times during the catered Event.
7. Catering:
 - Client will be in charge of catering the Event _____

- Villa Jubilee Retreat Center will be in charge of finding a caterer for the Event and bill the Client in advance for the catering _____.
- Event will not be catered _____.
- Villa Jubilee Retreat Center will provide dishes, glasses, silverware and other serving materials _____.
- Villa Jubilee Retreat Center will not provide any dishes, glasses, silverware and other serving materials _____.

Miscellaneous Policies

1. Live animals, except for service animals, may not be brought onto the property or into the facility. Live animals may not be tethered or leashed outside, left in cars, nor may they stay in the guest rooms overnight. This is a strictly no pet facility.
2. Client and his/her guests are restricted to the rental area named above.
3. Client understands that NO outdoor activities are offered by the Retreat Center and this rental agreement only covers the facility itself and does not allow Client to set up any outdoor activities (e.g., trampoline, volley ball, croquet).
4. Client and guests may eat outside ONLY in designated areas (deck, loggia, courtyards).
5. Client and guests may hike the 220 acres owned by Villa Jubilee, but by signing this contract you agree that if you or any of your guests do so, they do so at their own risk without liability whatsoever to Villa Jubilee. Client Initials_____.
6. Villa Jubilee Retreat Center will not be responsible for items left behind, before, during or after an Event.
7. Villa Jubilee Retreat Center staff may enter any areas of the rented premises at any time on any occasion.
8. Villa Jubilee Retreat Center reserves the right to take photographs of rental Events for its own records and for future promotional use.

Damage to Building and Storage

1. In cases where property belonging to the Retreat Center has been damaged or abused beyond normal wear, Client will be billed for all damage and additional clean-up.
2. Storage in Building. Villa Jubilee Retreat Center does not provide storage. It is not available before or after a rental event. All decorations, props, rented furniture, beverage dispensers, and personal belongings must be removed at the end of the event.

Fees and Charges Payment Policy

1. A fifty percent (50%) deposit of the room rental fee and a refundable \$ 200.00 security deposit is due at the time the Client enters into this Agreement. These are required as an initial deposit. The remaining balance of total costs is due no less than fifteen (15) days prior to start of the event, with the understanding that you may have more guests sign up, and you may owe more upon arrival. Please keep us posted as your registration numbers change. Portions of the 50% deposit are refundable up to 31

days before the event (according to the schedule below under Cancellation Policy). At 30 days it becomes NON-refundable. (See "Appendix A: Your Contract Summary" for your exact date.)

2. Villa Jubilee Retreat Center accepts payments in the form of credit card *via PayPal only* or check payable to "Villa Jubilee Foundation." Initial deposit = 50% of agreed facility rental + Security Deposit. Client agrees to these payment terms. _____ Client Initials

Cancellation Policy

1. Client must provide a dated, written request for cancellation. Upon cancellation by Client the following fee schedule will apply:
 - a. 72 hours after signing contract: \$100 administration fee deducted
 - b. 90 days prior to event: One quarter (25%) of initial deposit nonrefundable
 - c. 60 days prior to event: One half (50%) of initial deposit nonrefundable
 - d. 30 days prior to event: Total (100%) of initial deposit nonrefundable
 - e. No refunds will be made when the event is canceled by Villa Jubilee Retreat Center due to the Client's noncompliance with terms and conditions.

Clean-Up Responsibilities

1. Villa Jubilee Retreat Center will perform routine facility cleaning, such as dusting and vacuuming, before and after your event.
2. Clean-up of event debris is the Client's responsibility.
3. Client is expected to provide sufficient supervision to minimize spillage of food and beverages on the Facility floors during the rental event.
4. Client must remove anything brought in by their guests or hired vendors, including bagged garbage and recycles.
5. Any Client leaving excessive trash in the main hall, kitchen, restrooms, lobby, and/or outside of doors is subject to additional charges. All or a portion of the security deposit will be withheld if the Facility is not adequately cleaned, or if damage occurs.
6. Client must finish the clean-up no later than the time the Client has identified as the ending time for his/her event. The Client is responsible for the following cleaning duties:
 - a. All tables must be cleared of all items such as table linens, dishes, decorations, etc. Villa Jubilee staff will be responsible for breaking down the tables and putting them away.
 - b. All trash must be removed from the premises by Client. If any trash will not fit in the receptacles in the facility, such as boxes or large items, these must be broken down and taken out to the Client vehicles and secured therein. Villa Jubilee Retreat Center will provide additional trash liners if needed.
 - c. All decorations must be taken down and removed from the Facility.
 - d. Client is responsible for all kitchen clean-up. The kitchen area must be thoroughly cleansed and returned to its original level of cleanliness. This includes all work areas, ovens, refrigerators, sinks and floors. (Note: if you hire a

- professional caterer, they will normally do these things for you, but it is still your responsibility to ensure that it is done properly.)
- e. NO FOOD OR TRASH of any kind can be left OUTSIDE.

Insurance and Security Requirements Insurance

1. In order to use the facility, Client shall take out, at their expense, and keep in force during the event covered by the Agreement, general liability insurance, naming Villa Jubilee Retreat Center as additional insured. A copy of insurance coverage must be submitted to Villa Jubilee Retreat Center at least 10 days prior to your event date. If unsure, you can try www.theeventhelper.com or inquire with management for the name of an agent to contact to secure certificate.
 - Client will obtain Insurance Coverage_____. (Client initials)
 - Client waives liability insurance, understanding the risks inherent in doing so._____(client initials)
 - Villa Jubilee Retreat Center will obtain Insurance Coverage for Client at Client's expense _____. (Client Initials)

Smoking

Smoking is not allowed inside Villa Jubilee Retreat Center. There are designated smoking areas outdoors as needed.

Marijuana

Marijuana use in any form is not allowed at Villa Jubilee.

Alcoholic Beverage Policy

Villa Jubilee Retreat Center shall abide by all laws of the State of Colorado concerning the use and serving of alcohol. Villa Jubilee Retreat Center does not have an alcohol license and does not sell or offer alcohol. Each Client wishing to have alcohol at their event must abide by the following regulations regarding alcohol use in Villa Jubilee Retreat Center facilities.

If you wish to serve alcohol at your event, please note that alcoholic beverages may be consumed without a permit when there is no monetary exchange for the beverage and when there is no admission charge for the event.

We will not book any event where you intend to *sell* alcoholic beverages.

If you serve alcohol, you must follow these policies:

Responsible Beverage Service Policies and Procedures Proof of Age must be required for anyone appearing to be 30 years of age or younger. Age identification must include date of birth, physical description, and photograph. Servers will confirm that the I.D. is that of the presenter. Non-alcoholic beverages (sodas, juices, waters, etc.) must be promoted and made available for the duration of any event where alcoholic beverages are sold or served. At events of three (3) hours or longer, alcoholic beverages service will be stopped one (1) hour before the end of the event. No alcoholic beverages may be brought into or taken out of the event by guests or participants. Summary of Pertinent Colorado State Laws It is illegal to give, serve, or sell alcoholic beverages to any person under age twenty-one (21). This law applies to parents and other family members of minors.

- a. Identification as evidence of age must be issued by a government agency (state or federal) (i.e. valid driver's license). Documents altered in any way are unacceptable.
- b. It is illegal to serve or sell alcoholic beverages to an obviously intoxicated person.
- c. It is illegal to be intoxicated in public.
- d. It is illegal to drive under the influence of alcohol or with a blood alcohol level of .08% or higher.
- e. One-day licensed alcohol servers/sellers must be 21 years of age or older.
- f. Beverage servers/sellers have the right to refuse service/sale to anyone who appears to be intoxicated or under age 21. Client acknowledges and understands the policies and procedures and State Law regarding alcoholic beverages:

_____ Client Initials

Indemnification

User agrees to defend, indemnify and hold harmless Villa Jubilee Retreat Center and its employees from and against any and all claims, demands, causes of action, or liabilities incurred by Villa Jubilee Retreat Center or its employees, arising from Client's acts or omissions under this Agreement or any act or omission of Client's vendors, employees, contractors, or persons attending the meeting or event with the express or implied permission or invitation of Client, except as may arise from the negligence or willful misconduct of Villa Jubilee Retreat Center or its employees. Villa Jubilee Retreat Center will not be held responsible for any losses, damages, or injuries. This refers to any loss, damage, or injury to persons or possessions that may occur at any function held on this property, from any cause, whatsoever, prior to, during, or subsequent to the period covered by this contract. Client will be responsible for the control and supervision of the people in attendance during the use of the facility to ensure no harm is done to persons or property.

Client agrees to abide by this Agreement and acknowledges having received a copy thereof. Client will be held financially responsible for any damage to the Facility or equipment, which occurs through the Client's meeting or event at the Facility. Additional Information: By signing below, User acknowledges that he/she has read and agrees to all above terms and conditions.

Client _____ Date _____
Print Name

Client _____ Date _____
Signature

Villa Jubilee Retreat Center Authorized Representative

_____ Date _____
Print Name

_____ Date _____
Signature

