

Anderson Building Rental Guidelines

Welcome to the Wheat Ridge Parks and Recreation Anderson Building. The Anderson Building Gymnasium is available to rent upon request, given space is available. Interested parties should contact Mackey Power, Athletic and Facility Coordinator at 303-205-7567 Mpower@ci.wheatridge.co.us All rentals are contingent upon the availability of facility spaces, holiday closures, and maintenance schedules.

**All rental requests are processed on a first come first serve basis.

Hours of Availability:

Spaces within the Anderson Building are available to rent Monday – Sunday from 9:00am – 10:00pm. Exceptions include City of Wheat Ridge scheduled programs, conflicting rental times, and holiday closures. Rental requests can be made up to four (4) months in advance (approval is subject to Wheat Ridge Programming Cycles), and no less than two (2) weeks prior to the requested date. Requests placed with less than two (2) weeks-notice (“late notice”) are subject to staff availability and coverage.

User Groups are required to start and end their rental at the agreed upon time(s). Additional time needed for set-up/clean up must be built into the agreed upon rental time(s). User Groups that exceed their rental time(s) will be charged at the hourly rental rate.

Priority will be giving to User Groups in “good standing”, evaluated in accordance with the Anderson Building Rental Guidelines.

Rental Fees:

Hourly Rental Rates:	Fees + (3.5% tax)	Deposit	Max Capacity
Gymnasium	\$45/hr.	\$50	95
Classroom	\$35/hr.	\$50	35
Fitness room	\$35/hr.	\$50	20

A deposit of \$50 is due no less than two (2) weeks prior to the first scheduled rental. Rental space will not be confirmed until the deposit is received. Deposits received less than two (2) weeks prior to the first scheduled rental are subject to cancelation by the Athletic and Facility Coordinator and/or Supervisor.

The total balance of the rental fee (per month) must be paid in full, two (2) weeks prior to your scheduled rental. Fees paid less than two (2) weeks prior, are subject to cancelation. All late-notice rentals are required to pay the deposit and rental fee at the time of the request and will not be confirmed until deposit and rental fee is received. Late-notice rentals are non-refundable. In the event of delinquent payment, the City of Wheat Ridge reserves the right to renegotiate the terms of the Rental Agreement.

***All changes to the agreed upon rental time(s) in the form of extension or removal of time must be communicated to the Athletic and Facility Coordinator and/or Supervisor with a minimum of two (2) weeks-notice. Confirmation and proof of changes will be provided via a separate Rental Agreement.

Cancellation and Refund Policy:

Cancellation request must be made to the Athletic and Facility Coordinator no less than two (2) weeks prior to your scheduled rental to receive a full refund/credit. Cancellations made with less than two (2) weeks-notice will not receive a refund/credit. Late-notice rentals are non-refundable if the renter cancels the event.

Deposits will be refunded within three (3) weeks of the last completed rental, provided there is no damage, unpaid fees, extended time used, or excessive cleaning required.

Should the Anderson Building close by the City of Wheat Ridge Guidelines regarding inclement weather, the User Group will not be charged for cancelled time(s). User Group will either be refunded or credited for cancelled time.

***User Groups must check-in with the Facility Assistant at the Front Desk upon arrival.** At the conclusion of the rental, the Facility Assistant will perform a walkthrough of the rental space with you to access damage (if any) and note time of departure. A Rental Agreement Exit Form will be kept for the duration of the rental and will require a User Group Representatives signature at the end of the rental/month. **Failure to sign the Exit Form will result in forfeiture of deposit.**

Post Rental Clean up:

The User Group is responsible for completing the following:

- Return all table, chairs, and benches to their original position.
- Pick up and appropriately dispose of all trash.
- Inform Facility Assistant of any spills, broken/defective equipment, and lost and found items.
- Remove all personal items and/or furnishings from building immediately following the event.

General Conduct:

The User Group or Representative of the User Group is responsible to remind all guests to be respectful of the building and for keeping conduct appropriate. The Facility Assistant has complete authority throughout the rental to have disorderly guests or reserves leave. If the behavior persists or warrants, the police will be called. If the guidelines are violated or the conduct of the group or any of its members is abusive or dangerous to the Facility, its furnishings, or any individuals therein the Rental Agreement will be terminated by the Athletic and Facility Coordinator and/or Supervisor. If termination is deemed necessary, the entire rental fee for the week in progress will still be required plus the damage deposit.

Injuries and Losses:

It is understood that the Anderson Building and the City of Wheat Ridge or its representative(s) are not responsible for any injuries or losses sustained to the person or property of any participant, spectator, or staff member and the User Group will hold harmless and indemnify the foregoing entities for any such loss arising out of its use. In the event of the need to hire counsel for any litigation or for the purpose of collecting, the User Group will pay all attorney's fees of the City of Wheat Ridge.

Facility Use Guidelines:

The following set of guidelines have been established to clearly define proper usage and etiquette of the facility for all User Groups. The User Group Representative will be responsible for any violations of these guidelines by any member and/or spectator of the User Group during the rental time(s).

- Attendance shall not exceed 95 (gymnasium), 35 (classroom), and/or 20 (fitness room), to include all persons in attendance, or other guidelines set in accordance with a planned activity and/or State and local restrictions.
- The User Group will abide by the agreed upon rental time(s).

- The User Group will refrain from performing and engaging in any non-approved activities in the agreement.
- Bringing food and or drink(s), excluding water bottles, into the Gymnasium is prohibited.
- Proper disposal of trash and clean up procedures must be adhered to.
- Serving, and/or selling of alcohol, Tobacco, marijuana, or any other controlled substances is strictly prohibited.
- User Group understands they do not have sole use of the facility and use is limited to the agreed upon rental space. Use of additional areas will require separate approval/agreement.
- User Group agrees to use the agreed upon rental space as is. Alterations to the walls, doors, furnishings, or other configurations of those furnishings within the building, the hanging of marketing or other brochures and posters, placement of marketing materials, and/or posting of signage is prohibited.
- User Group is expected to cooperate with maintenance staff should the city require access to spaces within the facility for emergency maintenance needs.
- The Athletic and Facility Coordinator and/or Supervisor and User Group Representative should be involved in all facility concerns and/or disputes.
- Concession and fund-raising sale must adhere to the policy outline by the City of Wheat Ridge (outlined in Section II).

*****User Groups in violation of any of the preceding guidelines are subject to rental agreement suspension and/or termination.**

Exclusion of Facility use:

- Any Facility Assistant or other Full-Time employee of the Parks and Recreation has full authority to close the Facility at any time if they deem it necessary for the safety and wellbeing of participants/occupants.
- Facility may not be used under any circumstances if officially closed by the Parks and Recreation Department or an employee thereof.
- User Group and its participants is expected to cease use immediately and vacate the building should conditions become potentially unsafe for use (i.e., wet floors, power outage, etc.).
- Use of access into and out of the building through any doorway other than the main entrance into the upper lobby is prohibited. Use of service doors for User Group staff, referees and participants as an entrance/exit is strictly prohibited, except as an emergency exit.
- Access into the back storage area is permitted ONLY for on duty Facility Assistants.

Equipment:

- User Group is responsible for providing auxiliary equipment needed for program operations.
- Main volleyball equipment is included as part of the rental fees, including uprights and net, antennas, safety pads and referee stand.
- Tables, chairs, and TV is included as part of the rental fees for the classroom.

- All equipment used by User Group must be approved by the city for use within the Facility and on gymnasium floor
- Only shoes with non-marking soles may be worn in the gymnasium.
- The city reserves the right to prohibit any equipment item deemed unsafe for use.
- Storage space for User Group equipment is not provided and the city is not responsible for damage or theft of any User Group equipment.
- Use of office machines, copiers, etc. are not included in this agreement.

Other Exclusions:

In the event of facility closure due to maintenance, repair, unsafe conditions, etc., User Group will not be responsible for the cost of time reserved during the closure period. Every effort will be made to communicate potential facility closures in advance or in a timely manner to avoid undue hardship to User Group.

Insurance:

- User Group will be responsible for maintaining sufficient insurance and is expected to comply with insurance guidelines at all times.
- Certificate of insurance listing city as additional insured must be provided to the city within 10 days of agreement signing date.

Section II Fund Raising:

Approval is required for any fund-raising events that are held in Recreation Facilities, Parks, or Greenbelt/Open space. A special use permit applies and is available at

<http://www.ci.wheatridge.co.us/index.asp?NID=399>

Sales Tax

- Fundraisers are taxable.
- Any item that is being sold by anyone to someone else, is taxable (i.e. books after lectures, performers selling CD's, etc.).
- A temporary sales license can be obtained at City Hall. Please contact the City of Wheat Ridge Municipal Building for information regarding obtaining a temporary sales license.

Raffle License

- A raffle license must be obtained through the Secretary of State from the web site of the Secretary of State or visit www.sos.state.co.us

Food

- The serving and consumption of food items in the Anderson Building Gymnasium is prohibited. Restrictions on food services and consumption exist for other parts of the building except as negotiated with the Athletic and Facility Coordinator and/or Supervisor.
- A sales tax license is required for all food that is sold. The City reserves the right to prohibit the sale of all items deemed in direct competition with City Contracted vendors.
- If the food is prepackaged or pre-sealed and is food that does not require refrigeration or needs to be heated, no Health Department License is required. Otherwise, groups will need to have a license through the Health Department.