



**Monte Vista Information Center  
Facility Use Contract**

NAME OF ORGANIZATION OR INDIVIDUAL: \_\_\_\_\_

EVENT: \_\_\_\_\_

ADDRESS \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

DATE(S) REQUESTED: \_\_\_\_\_ TIME (To - From): \_\_\_\_\_

\_\_\_\_\_, Hereinafter referred to as the Permittee, hereby agrees with the Monte Vista Information Center, a non-profit corporation with offices located at 947 First Avenue, Monte Vista, Colorado, hereinafter referred to as the Information Center that:

In consideration of the authorization by the Information Center to Permittee to use the Information Centers meeting room located at 947 1<sup>st</sup> Avenue, Monte Vista, CO 81144 and the Permittee shall abide by the following terms and conditions for such use:

- Permittee only shall use the meeting room and shall not authorize its use by any other group or individual.
- Permittee shall use the meeting room only, for the purpose of the above described event and for no other purpose. Between the above described hours and at no other time.

For this number of people (**Maximum capacity is 80 people**): \_\_\_\_\_

- Permittee shall abide by all of the terms and conditions set forth in this facility use contract; and in the event of the violation of any terms of this contract, the Permittee may be required to terminate the event and leave the premises.
- Permittee understands that the granting for use of the meeting room is based upon the availability and that the Permittee shall reserve the meeting room at least 10 business days before using the facility. The rental cost will be according to the attached fee schedule. It is further agreed that all fees and deposits shall be paid by the Permittee before use of the facility may begin.
- If the Permittee is going to use the kitchenette, then it is the Permittee's responsibility to clean the area before leaving.
- If there are any damages, loss of key or missing equipment the Permittee shall pay for said damages. In the event of damage in excess of any deposit paid, additional fees may be assessed to bring the Information Center to pre-use conditions. These fees will be charged based upon the actual cost.
- NEED KITCHENETTE? YES NO WILL FOOD BE SERVED?: YES NO

Caterer Name: \_\_\_\_\_

Caterer Phone: \_\_\_\_\_



**Fee Schedule**

**Rental Rates & Deposits**

\* Non-Profit must prove 501(c) 3 status to receive non-profit rate. Please provide a copy of the form to City Hall, at the time a contract and refundable deposit is submitted.

Per Rental	Rental Fees	Refundable Damage/Key Deposit	Projector Use (Daily Fee)	Tele-Conference Equipment (Daily Fee)
<b>Category 1:</b> Government, Civic Groups, and Not for Profit [501 (c) 3] Organizations	\$40 Any amount of time (reserve for ½ or full day blocks)	\$100	\$20	\$10
<b>Category 2:</b> Private Function	\$40 ½ day (4 hour max) \$80 full day (8 hour max)	\$100	\$20	\$10
<b>Category 3:</b> Business/ Commercial Function	\$50 ½ day (4 hour max) \$100 full day (8 hour max)	\$100	\$20	\$10

--- Office Use Only ---

<b>Rental Amount:</b>	
<b>Refundable Deposit:</b>	\$100
<b>Equipment Deposit (Projector or Polycom Phone)</b>	\$50
<b>Total Amount Due:</b>	

Please make separate checks (1 for rent and 1 for deposit) payable to: **Chamber of Commerce**

*The Chamber of Commerce and the City of Monte Vista is not responsible for lost or stolen articles. Be sure to remove all personal items brought into the Information Center, as access is limited to the date(s) of the event only.*

**Hold Harmless/Indemnification Clause**

The Permittee agrees to hold harmless and indemnify the Chamber of Commerce and the City of Monte Vista, its officers, agents, and employees, from and against any and all actions,



suits, damages, liability or other proceedings which may arise as the result of using the Monte Vista Information Center. This section does not require the Permittee to be responsible for or defend against claims or damages arising solely from errors or omissions of the Chamber of Commerce and the City of Monte Vista, its officers, agents, or employees.

### WiFi Use Terms and Conditions

The Chamber allows guests to use the Chamber's public WiFi free of charge. The WiFi name is: Conference. The WiFi password is located on the East end of the information desk nearest the entrance to the conference room.

By using our internet service, you hereby expressly acknowledge and agree that there are significant security, privacy and confidentiality risks inherent in accessing or transmitting information through the internet, whether the connection is facilitated through wired or wireless technology. Security issues include, without limitation, interception of transmissions, loss of data, and the introduction of viruses and other programs that can corrupt or damage your computer.

Accordingly, you agree that the owner and/or provider of this network is NOT liable for any interception or transmissions, computer worms or viruses, loss of data, file corruption, hacking or damage to your computer or other devices that result from the transmission or download of information or materials through the internet service provided.

Use of the wireless network is subject to the general restrictions outlined below. If abnormal, illegal, or unauthorized behavior is detected, including heavy consumption of bandwidth, the network provider reserves the right to permanently disconnect the offending device from the wireless network.

#### Examples of Illegal Uses:

The following are representative examples only and do not comprise a comprehensive list of illegal uses:

1. Spamming and invasion of privacy - Sending of unsolicited bulk and/or commercial messages over the Internet using the Service or using the Service for activities that invade another's privacy.
2. Intellectual property right violations - Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.
3. Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate/circumvent security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.
4. The transfer of technology, software, or other materials in violation of applicable export laws and regulations.
5. Export Control Violations
6. Using the Service in violation of applicable law and regulation, including, but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.
7. Uttering threats;
8. Distribution of pornographic materials to minors;
9. and Child pornography.

#### Examples of Unacceptable Uses

The following are representative examples only and do not comprise a comprehensive list of unacceptable uses:

1. High bandwidth operations, such as large file transfers and media sharing with peer-to-peer programs (i.e.torrents)
2. Obscene or indecent speech or materials
3. Defamatory or abusive language



4. Using the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another.
5. Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
6. Facilitating a Violation of these Terms of Use
7. Hacking
8. Distribution of Internet viruses, Trojan horses, or other destructive activities
9. Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail-bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the node or any connected network, system, service, or equipment.
10. Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate these Terms of Use, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.
11. The sale, transfer, or rental of the Service to customers, clients or other third parties, either directly or as part of a service or product created for resale.
12. Seeking information on passwords or data belonging to another user.
13. Making unauthorized copies of proprietary software, or offering unauthorized copies of proprietary software to others.
14. Intercepting or examining the content of messages, files or communications in transit on a data network.

#### Key Access, Duties, and Inspection Clauses

The Monte Vista Information Center Meeting Room is available to community organizations and private parties. By signing this contract the Permittee agrees to use the facility only for the purposes, date(s) and time(s), and occupancy as stated in the facility use contract.

The code for the key lock box is \_\_\_\_\_. **This key may not be duplicated.** If the key is not returned the \$100 deposit is forfeited to the Chamber of Commerce.

By signing below, the Permittee accepts responsibility for the condition and security of the building, the condition and security of all furniture, materials, and other items within the facility, and for the key to access the facility.

#### Permittee

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### Chamber of Commerce Staff

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date