

2012
MOUNTAIN GARDEN RENTAL AND
INDEMNIFICATION AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20__ , by and between _____, whose address is _____ (“RENTERS”), the TOWN OF MT. CRESTED BUTTE, COLORADO, whose address is P. O. Box 5800, Mt. Crested Butte, Colorado 81225 (“TOWN”), and THE CRESTED BUTTE WILDFLOWER FESTIVAL, whose address is P. O. Box 216, Crested Butte, Colorado 81224 (“WILDFLOWER”).

1. RENTAL OF MOUNTAIN GARDEN. RENTERS have reserved and hereby agree to rent the Mountain Garden, developed by WILDFLOWER, located in the Ted Scheske Town Park owned by the TOWN for a wedding.

Garden Rental Information

Garden, June 15-September 15 (Fri-Sun)	\$650*
Garden, June 15-September 15 (Mon-Thurs)	\$350*
Garden, Rest of Year	\$350*
Pavilion, Decorated/Reception (Fri-Sun)	\$200
Pavilion, Decorated/Reception(Mon-Thurs)	\$125
Clean up/Damage Deposit	\$250

2. DATE OF RENTAL AND RENTAL AMOUNT. RENTERS hereby rent the Mountain Garden for a wedding to be held on _____, 2012.

Mountain Garden/Pavilion Rain Only option for two hours between _____ and _____;

* Rain Only option is included in the standard Garden Rental

or

Mountain Garden and Pavilion for the full day. Time of Wedding: _____

The rental amount to be paid by RENTERS is \$_____.

3. RULES. RENTERS hereby accept and agree to abide by the Mountain Garden and Ted Scheske Town Park rules attached hereto and made a part hereof.

4. INDEMNIFICATION. RENTERS hereby agree to indemnify and hold harmless the TOWN and WILDFLOWER from and against any liability, cost, or expense, including reasonable attorney's fees, for any claims of injury to RENTERS, their guests and invitees, or any other person which are occasioned by or in any way contributed to by the consumption of alcohol by RENTERS, their guests and invitees. It is the intention of the parties that RENTERS shall bear all liability associated with the distribution and consumption of alcohol upon the premises during the foregoing wedding or reception.

5. DEPOSIT/CANCELLATION POLICIES - A 50% deposit of the total due including the refundable damage deposit is due within 7 days of receipt of the agreement.

(Pavilion/Wedding garden deposits are non-refundable once received.

Clean Up/Damage Deposit may be refunded if contract guidelines are adhered to.)

Final payment is due 30 days prior to your wedding.

Renters_____

TOWN OF MT. CRESTED BUTTE and
WILDFLOWER FESTIVAL

By_____