



Red Rocks Barn, LLC

2700 Robinson Street | Colorado Springs, CO 80904

PLEASE READ ENTIRE RENTAL CONTRACT AND INITIAL ALL HIGHLIGHTED ITEMS.

Date of Event: _____ Event Time Block _____ Number of Guests _____

Contractor/Renter _____ Contractor/ Renter _____

Mailing Address _____

City State Zip _____

Email Address: _____

Welcome to Red Rocks Barn, LLC. We are pleased that you have chosen our facility to host your special event. The terms and conditions set forth herein are based on our experience and are designed to ensure that your event will be a successful and memorable one. The Renter desires to use Red Rocks Barn, LLC set forth herein for the purposes stated herein. Accordingly, Red Rocks Barn, LLC hereby grants to Renter, and Renter hereby accepts from Red Rocks Barn, LLC a license to use Red Rocks Barn, LLC in accordance with the terms and conditions set forth herein.

1. **RENTAL AGREEMENT:**

This Contract is made effective between Red Rocks Barn, LLC and (“The Renter”). The Renter understands this rental contract with Red Rocks Barn, LLC must be signed and submitted to Red Rocks Barn, LLC within 48 hours from receipt of the deposit in order to reserve your event date. All changes to the original contract must be made in writing. Liability to Red Rocks Barn, LLC shall not exceed the total cost of our services.

2. **RED ROCKS BARN:**

The Renter understands the maximum indoor capacity of Red Rocks Barn, LLC is 160 people.

3. **PAYMENTS/ RESERVATIONS/ DEPOSITS:**

Red Rocks Barn, LLC accepts personal checks, VISA, MasterCard, VENMO and PayPal as forms of payment. At the time of booking, the renter agrees to pay a nonrefundable deposit of 1/3 (or agreed upon sum) of total rental fee. A refundable damage deposit of \$250 (to be paid by separate check or money order) is due at the time of the signing of the rental agreement. It is understood that the Renter is the responsible party for any damage(s) incurred to the facility or grounds arising from the event, whether or not it is more than the damage deposit. The Renter understands that the final decision regarding the damage deposit and cleanup is done Red Rocks Barn, LLC Management. The refundable damage deposit will be returned within 14 days pending final inspection.

The remaining 2/3 (or agreed upon amount) of the total balance is due in two equal payments. The second payment is due 90 days prior to the event, and the remaining 1/3 (or final balance) is due 14 days prior to the event unless otherwise mutually agreed upon arrangements are made.

Checks should be made payable to: Red Rocks Barn, LLC. The address of Red Rocks Barn, LLC pertaining to this contract is: 2700 Robinson Street, Colorado Springs, CO 80904

4. **CANCELLATION POLICY**

If a cancellation by client occurs at any time after booking, the initial deposit of the wedding package will be forfeited.

If a cancellation by client occurs more than 180 days before the event, no other payments will be due beyond the deposit, which will be forfeited by the client.

If cancellation by client occurs between 90 days out and the event date, the client will forfeit their initial deposit in addition to the subsequent payments.

5. [REDACTED] SETUP, CLEANUP, DECORATING AND OUTSIDE RENTAL EQUIPMENT POLICIES

Rental includes use of Red Rocks Barn, LLC and use of available tables and chairs. The Red Rocks Barn LLC staff will arrange the initial set-up of the event chairs and tables per the approved floor plan. Any furniture rearrangement required, after the original setup, is the Renter's responsibility. Last minute changes to the setup, prior to scheduled arrival time and after arrival, are the responsibility of the Renter. If changes are required by renter, please lift all tables, DO NOT PULL across the wood floor. Red Rocks Barn, LLC assumes general clean-up of venue, bathrooms, and kitchen following weddings. Out of the ordinary/additional cleanup after the event that is deemed necessary by Red Rocks Barn, LLC will be charged at \$100.00/hr.

It is the RENTERS RESPONSIBILITY to inform all caterers, musicians, florists, contractors, vendors, guests and family members of the specific times and nature of this Rental Agreement, and of all loading/unloading and parking areas. Renter is responsible that ALL EVENT PARTICIPANTS, VENDORS, SUB- CONTRACTORS, and ATTENDEES observe all aspects of this Agreement and all Red Rock Barn, LLC policies. Renter is advised that Red Rocks Barn, LLC will not be responsible for any items brought by rental companies, the Rental party or attendees, nor will sign for any deliveries. It is the Renters responsibility to receive, set, move, take down, and load as received for pickup. Since other events may be held prior to or after Renter's scheduled event date, Red Rocks Barn, LLC cannot receive ANY early drop-offs. A Fee will be charged for anything left overnight for morning pick-up. It is the Renter's responsibility to coordinate with all rental drop-offs and inform rental companies of Red Rocks Barn, LLC policy. If rental equipment must be moved by Red Rocks Barn, LLC staff due to an event following Renter's event, Renter will be charged a minimum of \$250.00.

Client shall not make any additions or alterations to the interior or exterior of the Event Area or to the fixtures, furnishings and equipment therein, and, except with respect to articles of appointment permitted by The Red Rocks Barn, LLC shall not install, place or cause to be placed within the Event Area any nails, hooks, tacks, screws or other devices into parts of the facility, or to the fixtures and furnishings placed therein, or otherwise affix anything thereto, without the prior written consent of Red Rocks Barn, LLC. Clients are responsible for all costs if unable to abide by expectations.

The use of live flames and sparklers is prohibited at Red Rocks Barn, LLC. This includes all decor and candles. LED candles may be used in place of live flame. The use of confetti, glitter, Chinese (floating) Lanterns, feathers, helium balloons, and any fire elements to include sparklers in the facility or on the surrounding grounds is prohibited unless other arrangements have been approved of Red Rocks Barn, LLC Management.

6. [REDACTED] Alcohol Policy:

If alcoholic beverages are to be a part of the Event, they shall only be served, used or otherwise maintained within designated areas at The Red Rocks Barn.

Service Requirements:

All alcoholic beverages will be provided by the client and can be served at Red Rocks Barn, LLC by a licensed beverage catering company, a licensed catering company, or a licensed bartender hired on behalf of the client.

In accordance with the government recommendations, and to protect your liability, alcohol must only be served by an insured licensed bartender.

Alcoholic beverages shall not be self-served or removed from the premises.

Client is responsible for the purchase of all alcohol.
Red Rocks Barn, LLC will not involve itself in any payment for alcohol.

Client may provide an array of beer, wine and up to 2 signature drinks.
Client must provide a detailed ingredient list and recipe of all signature drinks to Red Rocks Barn, LLC during the Clients Planning Day at Red Rocks Barn, LLC.

Shots are prohibited at the Red Rocks Barn, LLC. This includes alcohol served “on the rocks,” and/or hard alcohol served with a “splash” of mixer. The only hard alcohol allowed on premise is those contained in the 2 pre-approved signature drinks.

No full bars are permitted.
No cash bars are permitted.
No kegs are permitted.

No alcoholic beverages will be served to anyone under the age of 21.
Colorado state law prohibits the sale or providing of alcohol to persons under twenty-one (21) years of age. Should the age of a guest be in question, proper identification will be required. Any individual, including members of the wedding party, unable to produce a valid ID will not be served any alcoholic beverages. Acceptable IDs are an official state driver’s license, passport or military ID.

Any individual ordering or providing alcoholic beverages to any individual under the age of 21 will be asked to leave the venue and grounds.

The venue and licensed bartenders reserve the right to refuse alcohol service to anyone. Red Rocks Barn, LLC shall have the sole discretion and authority to deny the sale, service, or consumption of alcohol to anyone if at any time the venue staff or licensed bartenders deems alcohol consumption to be excessive, abusive, argumentative, or potentially perceived as a threat to themselves or others.

The staff has the authority to close down all alcohol service and/or evict inebriated guests from the premises.

Actions that can lead to cutting a guest off, or closing the bar for the entire event, include but are not limited to:

- Drinking In the parking lot, cars, or other unauthorized areas
- Self-Serve Drinking (this includes empty bottles or shooter bottles found)
- Highly Intoxicated Guest(s)
- Abusive actions or language toward staff and/or other guests
- Underage Drinking (this includes any of-age guest giving an underage guest drinks)
- Any other action or behavior related to alcohol deemed unsafe or lewd by Red Rocks Barn, LLC staff.

If any of the above take place with the exception of underage drinking, there will be one warning issued to the Client. If the problem persists past this warning, Red Rocks Barn, LLC has the sole discretion to remedy the issue in any of the following ways:

- Cut-off a specific guest and ask them to leave the property
- Close the bar until a specific guest has left the property
- If several guests or groups are involved, shutting down the bar for the remainder of the event
- Any other reasonable measure necessary to remedy the issue

Final service of alcoholic beverages will be communicated with a Silent Last Call. A Silent Last Call is the method of closing the bar in which the bar closing time may be posted by the Client but will not be announced to the guests.

The last alcoholic beverage will be served forty-five (45) minutes prior to the end of the Event.

All drinking must end 30 minutes prior to the event ending by 9:30pm for all events, without exception. Red Rocks Barn, LLC Staff will remove all alcohol from the bar and guests' areas at this time.

It is Client's responsibility to educate guests of Last Call time and procedures.

The bar or other serving areas for alcoholic beverages will not be left unattended at any time during the Event.

The bar closes during introductions, toasts, cake cutting, first and parent dances, and group photo to protect photo opportunities and to keep guests in their seats during these special moments.

Any alcohol left over may be placed into the Client's or other designated cars after the conclusion of the event or if unopened and resealable, it may be returned to the supplier. Any alcohol leaving with the Client will not be packed until after the conclusion of the event and must not be packed within arms-length of the passengers of the vehicle. Red Rocks Staff will have the right to ensure the safety of sealed bottles and/or any alcoholic containers but will not be responsible for packing Client's/designated cars. Any unopened alcohol left at Red Rocks Barn longer the 48 hours will be disposed of by Red Rocks Barn.

Client assumes the risk and holds Red Rocks Barn, LLC harmless from any and all liability arising out of the sale, service, and use of alcohol.

It is the Client's responsibility of ensuring that designated drivers or a shuttle service is available for those guests consuming alcohol.

Guests consuming alcohol are permitted, at their own risk, to park their cars in the front lot past the locked gate as a last resort for safety purposes only. All vehicles must be retrieved by 9 a.m. the following morning or may be towed at the owner's expense. If a guest is intoxicated and cannot operate their vehicle the Client is responsible for arranging another guest to move their vehicle at the end of the event. Red Rocks Barn, LLC has the rights to call and tow any vehicle off property if the requirements are not met from Client.

Any/all intoxicated guest(s) are the responsibility of the client.

7. [REDACTED] General Liability Insurance & Host Liquor Liability

The RENTER shall maintain Commercial General Liability Insurance, including Host Liquor Liability (if providing alcohol to your guests), in the amount not less than \$1,000,000 combined single limit for bodily injury and property damage. Such insurance shall name Red Rocks Barn, LLC as additional insured, and a Certificate of Insurance with an endorsement must be provided 60 days prior to the event. (Please contact your insurance agent for more information.)

The Renter is required to submit proof of Liability Insurance no less than 60 days prior to event. If Liability Insurance has not been acquired and provided to Red Rocks Barn, LLC 60 days prior to event, RRB, LLC has the right to obtain Liability Insurance on the behalf of RENTER and bill the RENTER for the cost of procuring such liability insurance.

8. [REDACTED] Rehearsal

Wedding rehearsals are scheduled for 1 hour from 9:30am-10:30am on the day prior to the wedding unless prior arrangements have been made. If no other event is scheduled on that day then other time arrangements can be by mutual agreement.

9. [REDACTED] Additional Information:

Renter understands there is NO alternate power source available at Red Rocks Barn, LLC. Red Rocks Barn, LLC is not responsible for any loss of power to the building at any time due to circumstances beyond our control.

The client gives permission and shall allow Red Rocks Barn, LLC to post a photograph(s) of them, the wedding ceremony and reception on The Red Rocks Barn's websites and social media accounts for viewing by the internet/social community. The Client acknowledges that this is for promotional purposes only and they do not expect any compensation of any kind. There shall be no expiration period for this permission.

Client and Red Rocks Barn, LLC agree that not all buildings and grounds of Red Rocks Barn, LLC are accessible to disabled persons, and that Red Rocks Barn, LLC shall bear no responsibility for ensuring that its buildings and grounds are accessible to disabled persons.

Client acknowledges that Red Rocks Barn, LLC is located within an operating industrial area which could pose hazard for Client and its guests when attending a function at Red Rocks Barn, LLC. The Client will not allow any of its guests to enter any venue site except those specifically designated as available for the event. Decorative equipment is strictly for viewing pleasure and shall not be climbed upon, moved, or tampered with. Although all efforts will be made, Red Rocks Barn, LLC shall not be held responsible for "noise or disruption" as well as "air quality and fumes" caused outside of Red Rocks Barn, LLC property. Client accepts Red Rocks Barn, LLC operating environment "as is".

Red Rocks Barn, LLC shall have the right to limit the use of lighting and sound from any source on the property, including, but not limited to lamps, light fixtures, illuminated signs, stereos, speakers, amplifiers, radios and any other electronic devices. Volume control will be at the discretion of Red Rocks Barn, LLC management and within the legal limits of El Paso County Statutes.

Red Rocks Barn, LLC offers on-site parking in designated lots ONLY, which are unpaved areas. Red Rocks Barn, LLC is not responsible for damages or cleanliness of vehicles due to parking locations. Red Rocks Barn, LLC will not be responsible for any liability or physical damage to any vehicle while on the premises, including but not limited to, theft of any property. All parties attending the event who park their own vehicle are responsible for their vehicle for any cause of loss while on the property. Vehicles are not allowed to be left on Red Rocks Barn property after the conclusion of the event. Vehicles parked in any areas other than the designated lots, may be towed at the owner's expense.

It is the client's responsibility to leave the property in the condition it was prior to the event(s). Red Rocks Barn, LLC reserves the rights to collect, from the client, any charges necessary related to loss and/or damages incurred by or related to client's use of facility. Removal/damage of Red Rocks Barn, LLC property will be the responsibility of the client and a charge may be withheld from the security deposit. Interior and Exterior decor – all items currently inside and outside of Red Rocks Barn, LLC are private property and are not to be moved or removed. Please help us to keep it nice for the next event.

No open flames are allowed inside of Red Rocks Barn, LLC. Candles must be LED light only. Fireworks or sparklers are not permitted by Red Rocks Barn, LLC. The denial of open flames and fire codes will also align with the discretion of local law, city code, and/or state fire banning in effect of time of event being held.

The Bridal Suite Loft and The Groom's Cabin are available for gatherings of the wedding party, attendants, and immediate family only. These suites are available prior to the event only. You are responsible for packing and removing all personal items when you leave.

Pets will be allowed on Red Rocks Barn, LLC property on a case-by-case basis. All pets are the responsibility of the pet owner and client.

10. Codes, Ordinances, Parking, Fines

Parking may be limited. Parking in fire lanes, handicap parking or other posted "no parking" areas may result in vehicles being towed at the owner's expense.

Any vehicle left overnight must be removed by 9:00AM the following morning and must be approved by RRB, LLC staff. RRB, LLC has the right to tow any vehicle remaining after 9:00AM at the vehicle owner's expense.

11. [REDACTED] Renters Additional Requirements

Renter must supply Red Rocks Barn, LLC Staff with names and phone numbers of Event Planner, Day of Event Coordinator, Caterer and all other subcontractors at least 30 days prior to the event. This includes but is not limited to bartenders, musicians, florists, bakers, rental companies, liquor stores delivery, shuttle companies, limousine service, etc.

12. [REDACTED] Acts of God

Red Rocks Barn, LLC may be relieved of their obligations under this contract in the event that the performance of those obligations is made illegal, abnormally difficult, impractical or impossible as a result of any event beyond reasonable control. Events that are beyond reasonable control may include, but shall not be limited to, acts of God, war terrorism, strikes, lockouts or other restraints of labor, embargoes, fire, flood, explosion, sale of property, necessary and essential construction, arrest or seizure under legal process, casualties, outbreak of infectious disease, national emergency or by any other situation which is beyond the reasonable control or ability to circumvent. Should such an event occur Red Rocks Barn, LLC will transfer the client deposit to another date that is mutually agreeable and available, and that is comparable in price (e.g. one off season Thursday for one at a later date) at no further charge or cost. If client does elect to "upgrade" their day or date (season) they would be responsible for any difference in cost.

Red Rocks Barn, LLC reserves the right to cancel this contract at any time, with notice, in the event that any term, condition or promise in this contract has been/being, or is expected to be violated by the client. In such event, there will be no reimbursement for any fee paid, or credit towards any fee still owed. At the discretion of Red Rocks Barn, LLC certain fees paid may be refunded, or credit extended depending upon circumstances. In no case will Red Rocks Barn, LLC have liability that exceeds fees and/or payments made by client for the event.

13. [REDACTED] Indemnification:

The Renter hereby indemnifies and holds harmless the lease with Red Rocks Barn, LLC and all of its affiliates, employees, agents, and successors and assigns from any and all damages, actions, suits, claims or other cost (including reasonable attorney's fees) arising out of, or in connection with any damage to the property, or any injury caused to any person (including death) caused by the Renter's use of the Red Rocks Barn LLC, parking lot and grooms cabin. This includes any acts or omissions on the part of the Renter, Red Rock Barn LLC's employees, officers, directors, independent contractors, guests, invitees, contractors or other agents. The Renter shall immediately notify Red Rocks Barn, LLC Staff and Management of any damage or injury of which they have knowledge in, to, or near the property, regardless of cause of such damage or injury.

Red Rocks Barn, LLC, ITS OWNERS, EMPLOYEES OR AFFILIATES ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOST OR STOLEN ITEMS. This includes, but is not limited to, coats, purses, alcohol, floral items, musical items, cell phones and any other items left before or after the event by the Renter, Renter's guests, or vendors.

This Contract constitutes the entire understanding between the parties. This Contract may only be amended in writing, signed by both parties. Verbal statements made by Red Rocks Barn, LLC Staff that are contrary to what is stated in the above.

14. [REDACTED] IT IS THE RESPONSIBILITY OF THE RENTERS THAT ATTENDEES ARE AWARE OF ALL RED ROCKS BARN, LLC POLICIES.

IN WITNESS OF THEIR UNDERSTANDING OF, AND AGREEMENT TO THE TERMS, CONDITIONS AND CHARGES HEREIN CONTAINED, THE PARTIES AFFIX THEIR SIGNATURES BELOW.

RENTER/RESPONSIBLE PARTY SIGNATURE

DATE:

(PARTY 1) SIGNATURE

DATE:

(PARTY 2) SIGNATURE

DATE:

REPRESENTATIVE OF Red Rocks Barn, LLC
SIGNATURE

DATE:

