

**BLOCK ONE EVENTS, INC. RENTAL CONTRACT  
(WITH NEW OPERATING GUIDELINES)  
428 Linden Street, Fort Collins, CO 80524**

This is a Binding Legal Document. If not understood, legal, tax or other counsel should be consulted before signing.

**(This Rental Contract meets the Larimer County Variance for Public Gatherings PHO 20-28 Section I. C. and Life-Rite Gatherings)**

**1. PARTIES.**

This Block One Events, Inc. Rental Contract is between you, the client signing the rental contract: **Enter Name** and us, Block One Events, Inc, owner of the property or its authorized agent. Client has agreed to rent Block One Events located at 428 Linden Street, Fort Collins, CO, 80524 in Larimer County, for private use only (sometimes referred to as the “venue”, “property”, “event space”, or “event space and lounge”). Block One Events, Inc. event space, exterior patios, terrace, and the lounge, will be rented together as a combined event space. The terms “client”, “you”, and “your” regardless of whether or not specifically stated in any provision, also means all attendees, guests, family members, invitees, and vendors. The terms “we”, “us”, and “our” refer to Block One Events, Inc. listed above (or any of Block One Events, Inc.'s successors' in interest, authorized agents or representatives). Written notice to or from our representatives constitutes notice to or from us.

Client Information:

- Enter Name**
- Enter Address**
- Enter City, State, Zip**
- Enter Email**
- Enter Phone**

**2. VENUE CONTACT INFORMATION.**

Event Space Address: <b>Block One Events, Inc.</b> <b>428 Linden Street</b> <b>Fort Collins, CO 80524</b> <b>970-420-3692</b>	Maintenance Emergencies: <b>Block One (24/7)</b> <b>970-820-0332</b>	Security, Crime, Lockouts: <b>Anlance Protection (24/7)</b> <b>970-484-8095</b>
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**3. RENTAL CONTRACT TERM**

Event Date:	<b>Enter Date</b>
Day of Week:	<b>Enter Day</b>
Event Begin Time:	<b>Enter Time</b>
Event End Time:	<b>Enter Time</b>

**3A. ATTENDEES**

- 50 Attendees or less for Public gatherings and 95 Attendees or less for Life-Rite gatherings (events that bring together the family or household) for all of our property combined until further notice.
- “Attendees” Includes all event attendees, vendors, caterers, DJ’s, event supervisors, cleaners...etc.
- Indoor venue square footage is 4,102 square feet, allowing for proper social distancing
- This is a privately owned venue, and only invited attendees are allowed to enter the venue.

Attendee Count: **50 or less with Larimer County restrictions, 191 or less with normal operations**

**3B. ATTENDEE REGISTRATION**

- the event organizer who signed the rental contract with Block One Events must provide a list of attendees (including the name, phone, email, and address of each attendee) in the form of a spreadsheet
- The attendee registration must be submitted electronically in the form of a spreadsheet to the venue manager (Leah Dunn) no later than 7 days prior to the event date

- Block One Events will keep the attendee registration spreadsheet electronically until further notice, as required by Larimer County orders, and will be readily available at any time if an authorized entity needs to review the registration for contact tracing. Contact tracing information will not be shared with the public or anyone for marketing or advertising purposes.
- Client must station an event greeter at the front door to be the first person attendees meet upon arrival.

**3C. SUSCEPTIBLE POPULATIONS + SYMPTOM MONITORING PROTOCOLS**

Susceptible populations will be strongly recommended to refrain from participating in any public gathering during the Safer at Home phase.

- The event organizer who signed the rental contract with Block One Events will be responsible for:
  - monitoring the door to ensure that the maximum number of attendees in the facility is not exceeded
  - Symptom checks of attendees as they enter the venue
  - Providing hand sanitizer to all attendees as they enter the venue
  - Symptom checks of attendees as they enter the venue, and telling attendees not to enter the venue if they are sick, have a measured temperature reading or exceeding 100.4 °F [38 °C]† or greater, or feels warm to the touch, or gives a history of feeling feverish) (as recommended by the CDC) - client must provide thermometer.

**4. CHARGES AND PAYMENTS.**

Amount Due: **SEnter Amount**

Payment and charges are due within 7 days of the date this Rental Contract is signed. Accepted forms of payment: Cashier's Check, Money Order, Certified Funds, and Personal Checks. For credit or debit card payments, add 2.5% to the total cost. No cash will be accepted as a form of payment. The payment must be received and paid in full before the event will be officially booked. Payments shall be made payable to "Block One Events." Client may reduce attendee count at any time before or during your event, and client agrees you will not be reimbursed for a reduction in attendee count. If a client increases attendee count at any time, before an event or during an event, clients agree an additional charge may be required depending on the amount of attendees added. Clients may not exceed the Block One Events, Inc. occupancy limit of 191 people (event space, patios, terrace, and lounge combined).

**Mail To:**  
 Block One Events  
 428 Linden Street  
 Fort Collins, CO 80524

**Pay To:**  
 Make payable to "Block One Events"  
 Notate event date on payment

**5. DEPOSIT.**

Deposit Due: **\$0.00** - Not Required. If a deposit is required, unless modified by addenda, the total deposit at the time of execution of this Rental Contract for all clients, is due within 7 days of the date this Rental Contract is signed. Block One Events, Inc.'s management company or representative, shall initially hold your deposit, subject to transfer upon sale or a change in management, as authorized by law. If Block One Events, Inc. sells the property, its compliance with the applicable law, you agree to look solely to any successor of Block One Events, Inc., or to any successor of owner's agent, broker or manager, as the case may be, for satisfaction of all claims relating to said deposit, and shall not look to Block One Events, Inc. Upon sale or change in management, the client specifically consents to and authorizes the transfer of your deposit to a successor of Block One Events, Inc. or management company. If a deposit is required, client has deposited with Block One Events, Inc. a deposit against the breach by client of any covenants and agreements contained herein, including without limitation: damage to the property of which the event space is a part, common areas and buildings owned by Block One Events, Inc. and surrounding or adjacent areas to the property which the event space is a part; abandonment of the event space; failure to occupy, cleaning charges, insufficient check fees and attorney's fees. It is agreed that Block One Events, Inc. shall initially hold the client's deposit, if any, and refund the balance of the deposit within 30 days after the Rental Contract event end date and time.

## 5A. CHECKLIST, SIGNAGE, SOCIAL DISTANCING

- Detailed plans on the space or area used for the gathering or event and controls that will be implemented to maintain 6 feet distancing requirements;
- Checklist - Larimer County Safer at Home Business/Facility Checklist is for each event, located on the property, completed, and readily available at any time for a Larimer County Health Department inspector
- Entrances/Exits - There are 4 entry and exit doors. Block One Events, Inc. will designate 1 door for entry, and 1 door for exit (all will be available for exit in the event of an emergency).
- Signage (template provided by the Larimer County Health Department) will be posted at each public entrance of the facility or location to inform all attendees of the 6 feet social distancing requirements. Signage posted must include:
  - Avoid entering the facility or location if any attendees have symptoms (ex: cough, fever)
  - Face coverings must be worn by all employees and attendees
  - Social/physical distancing requirements of maintaining a minimum 6 foot distance between employees and attendees

## 5B. FACE COVERINGS

- Face coverings must be required and plans should outline how the requirement will be communicated to participants and enforced during the events;
- Face Coverings - All event attendees must be wearing a mask before entering the venue
- Enforcement - the event client who signed the rental contract with Block One Events must be responsible for enforcing face covering requirements for all attendees
- Face Covering Exception - The 2 people getting married may remove their facial covering during the wedding ceremony only.

## 6. RENTABLE SPACE & HOURS.

Rental rates include the rental of all spaces combined. Rental rates are subject to change at any time unless a signed contract, payment in full, and insurance policy has been received by Block One Events, Inc.

- Rentable Hours: 7am - 11pm
- Must rent venue for a minimum of 4 hours
- Venue may rent by the hour or full day rental at a flat fee (depending on day of week and season).

River Room 4102 square feet

West Patio 350 Sq. Ft. (35ft x 10ft)

North Patio 180 Sq. Ft. (30ft x 6ft)

Lounge 1317 square feet

East Patio 800 Sq. Ft. (50ft x 16 ft)

East Prow 600 Sq. Ft. (30ft x 20ft)

All staking or fencing of the property must be pre-approved by a Block One Events, Inc. representative and be completed and processed by the City of Fort Collins Parks Department. Block One Events, Inc. is not responsible for any charges incurred relating to staking or fencing on the property. Only approved tents, canopies, and shade umbrellas will be allowed on the grounds.

## 7. KEYS AND ACCESS.

You will be allowed access to a set of various keys and door tools for (including but not limited to) the event space, lounge bathrooms, event space bathrooms, electrical panel in the janitor's closet, and exterior electrical outlet padlocks. Before the event start date and time and after the event end date and time, the client is no longer allowed to occupy the event spaces, use keyless entry codes, access cards, keys or the parking garage. Do not allow anyone to use your access card, parking permit, or keys (even temporarily). Do not share the wifi password with anyone other than event guests, attendees, and vendors, and all event people must leave the property at the event end date and time. No exceptions.

## 8. RESERVATIONS.

Block One Events, Inc. will not courtesy hold a specific date and time slot for an event. If Block One Events, Inc. has not received payment in full, a signed Rental Contract, and an insurance policy, the event will not be considered booked. Reservations will be booked on a first come, first serve basis only. Insurance policies may be verified at any time before or during your event.

## 9. FURNITURE AND VENUE INCLUSIONS.

### All 4 Outdoor Patios.

- West Patio 350 Sq. Ft. (35ft x 10ft) Holds 20 ppl
- North Patio 180 Sq. Ft. (30ft x 6ft) Standing room only for about 20 ppl
- East Patio 800 Sq. Ft. (50ft x 16 ft) Holds 50 ppl seated in chairs in rows for an outdoor event
- Prow 600 Sq. Ft. (30ft x 20ft) Holds 50 ppl seated in chairs in rows for an outdoor event

### Outdoor Terrace for Ceremonies/Gatherings.

- About 50 attendees can be seated in chairs or fit on natural stone area terrace
- About 50 attendees can stand on the concrete patio at railings overlooking the terrace

### Indoor Event Space, Lounge.

- Only 1 event will be booked at a time
- There may be 2 events booked during a day
- Lounge cannot be rented separately.
- 4102 sq.ft. of event space and 900 sq.ft. of lounge space (similar to a green room)

### Tables and Chairs

- 10 round banquet tables - seats max of 8 people (72" diameter x 30" height), 90" circumference
- 10 rectangle tables - used for food and display only (96" length x 30" width x 30" height)
- 10 tall cocktail tables (24" diameter, 42" height) - no barstools
- You must provide your own linens
- Tables will be set up upon arrival.
- Clients do not put away tables and stack chairs at the end of the event.
- 191 black banquet chairs

### Audio + Visual

- 4 Sonos speakers mounted on walls which allows you to play your own background music with the Sonos phone app and wifi connection. Sonos speakers are not compatible for use with a band, DJ, microphone, or PA system.
- 10ft x 10ft portable projection screen with height adjustment
- 55" portable TV (bring your own AA batteries for remote and HDMI cable)
- Portable projector | Epson - Pro EX9220 1080p Wireless 3LCD Projector Black
- Microphone | Samson - Stage X1U Wireless Mic with USB (bring your own AA batteries)
- Bose Sound System for presentations | Bose L1 Model 1S with B2 bass and ToneMatch multichannel audio engine, Bluetooth and wireless capability
- The city noise ordinance is strictly enforced and all music and sound beyond conversation level MUST end by 10pm. Block One Events, Inc. does not warrant, represent or guarantee that event space inclusions are always in working condition. Block One Events, Inc. will make every effort to accommodate clients and act with customary diligence to make any necessary repairs as soon as possible.

### Miscellaneous

- Portable Bar (beetle kill pine)
- Piano (Black Baby Grand Piano) - DO NOT MOVE
- Coat Racks
- Dimming Light System
- Podium
- Hanging Bistro Lights
- Free Wireless Internet
- 4 Portable Dry Erase Boards (7ft W x 6ft tall) - wood design (beetle kill pine) on one side, dry erase board on the other (bring your own dry erase markers and erasers)

## 9A. VENUE CONFIGURATION

- Floorplan
  - Each event will be required to configure the venue with tables and chairs appropriately spaced, maintaining proper physical distancing
  - The event organizer who signed the rental contract with Block One Events will be responsible for providing their own tape measure.
- Tables
  - Events will have access to 6 foot banquet rounds provided by Block One Events, each table will have no more than 8 attendees seated at each table (in accordance with the City of Fort Collins & Larimer County On-Premise Dining Regulations, and each table will be spaced at least 6 feet apart.
- Chairs
  - Events will have access to 191 chairs provided by Block One Events - you may use chairs inside or outside
  - If event is only using chairs for a wedding, funeral, presentation...etc, then chairs must be spaced 6 feet apart
- Directional Arrows + Designated Standing Spots
  - Clearly mark floor and ground to delineate 6 foot spacing for people in lines
  - Clearly mark how foot traffic should moves

## 9B. RENTALS

- Chair, table, and equipment rentals will not be allowed until further notice to help prevent unnecessary cleaning and sanitization of foreign chairs, tables, and equipment
- Linen rentals are allowed, although, disposable table coverings are preferred

## 9C. BATHROOMS

- Block One Events will block off stalls and urinals with proper signage to support 6 feet between attendees. This will require reduced bathroom capacity, and only one person in a bathroom at a time.

## 10. ATTENDEES AND VENDORS.

Any person on the property coming to or from your event shall be considered your attendee. In Block One Events, Inc.'s reasonable judgement, clients are responsible for the conduct of any and all attendees, guests, family members, invitees, and vendors.

## 11. EMERGENCIES.

In case of fire or medical emergency, dial 911  
Anlance Protection 24/7 Security Company 970-484-8095  
Block One 24/7 Maintenance and Emergency On-Call 970-820-0332  
Fort Collins Police Department 970-221-6540  
Poudre Fire Authority 970-416-2891

Client MUST submit a written request for (including but not limited to) repairs, installations, services, or damages. In the case of emergencies, for example, fire, gas, smoke, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress, client may first contact Owner's representative by phone, and then follow up the phone call with a written request within 24 hours of the initial phone call. Owner's written notes on your oral request do not constitute a written request from you. The maintenance team will complete repairs Monday through Friday from 9:00am - 4:00pm. Owner's representative will respond to emergencies 24 hours per day, 7 days per week. Client shall report emergencies to the Owner's representative immediately. The following are considered emergencies (including but not limited to): no heat, no hot water, no running water, no electricity, frozen pipes, unstoppable running water leaking or dripping from any pipe/appliance/ceiling/wall, flood, fire, smoke/gas/burning odors, clogged toilets and the like. Client shall immediately report any criminal activity and loud or obnoxious noises to the police; then client shall immediately notify the Owner's representative.

**Lockouts.** Notify Anlance Protection at 970-484-8095 (24 hours per day). They are the designated security company hired by Block One Events, Inc.. If a client is locked out, Anlance Protection will escort you to the event space entrance and verify your identity. The lockout fee is \$50.00 and Block One Events, Inc. is not responsible for lost/stolen/forgotten access cards, keyless entry codes or keys. Replacement access cards, fobs and/or door tools are \$50.00 each.

**Noise, Crime and Disturbances.** Dial 911 for emergencies and/or call the Fort Collins Police Department at 970-221-6540 and/or call Anlance Protection at 970-484-8095. Clients shall immediately report any criminal activity to authorities. Client shall immediately notify the Block One Events, Inc.'s representative via phone and email.

## **12. RENTAL CONTRACT.**

This Rental Contract has been executed in multiple originals; one for you and one or more for Block One Events, Inc.. In filling out, processing and completing this Rental Contract, some clerical, human, computer and/or mathematical errors may occur. Regardless of the cause of any error or mistake, you agree to cooperate with Block One Events, Inc. by signing or resigning any document necessary to correct any mistake or error upon Block One Events, Inc.'s request. Your failure to cooperate or failure to sign or resign any document is a default of this Rental Contract.

## **13. HOLDOVER AND AFTER HOURS CHARGES.**

Clients will be charged a rate of \$400.00 per hour if attendees occupy the property beyond the agreed rental contract term. All attendees must leave the property, and all personal items must be removed from the property by the contract term end date and time. Due to the pandemic, Block One Events, Inc. 's will allow cleaners and a representative from the event to be on the property after the contract term end date and time to make sure the venue and property have been properly cleaned, sanitized, and disinfected.

## **14. UTILITIES & TEMPERATURE.**

Block One Events, Inc. will pay for all utilities and utilities may only be used only for normal event purposes. Utilities must not be wasted. If Block One Events, Inc.'s utility service is interrupted, the client agrees to use only battery-operated lighting. Block One Events, Inc. does not warrant, represent or guarantee that utility services will be uninterrupted. Client must close, latch and lock all doors and windows by Rental Contract end date and time.

Heating + Cooling. Temperature is remotely controlled and operated by an off-site HVAC company. The temperature cannot be adjusted at any time during your event. There are occupancy sensors that will automatically monitor and adjust temperatures as needed. During your event, it is considered an emergency if the heat does not work, and you should call Block One Events, Inc.'s 24/7 maintenance emergency number and report the issue via email. During your event, it is not considered an emergency if the air-conditioning does not work. Report the issue via phone and email to a Block One Events, Inc. representative.

## **15. INSURANCE.**

Block One Events, Inc.'s insurance policies provide no coverage for your personal property, including your automobile. Block One Events, Inc. does not maintain insurance to cover your personal property or personal injury. Block One Events, Inc. is not responsible to any client, attendee and/or vendor for damage or loss of personal property or personal injury from (including without limitation): fire, smoke, rain, flood, mold, water leaks, pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other clients, attendees, invited and/or uninvited attendees, elevator malfunctions, weather, vandalism, event cancellation by owner or client; or unless otherwise required by law, except to the extent caused by Block One Events, Inc.'s gross negligence or willful misconduct. To protect yourself against loss or damage from any cause, clients MUST obtain their own event liability insurance for losses to your personal property or injuries with a liability limit of \$1,000,000.00 or greater. The insurance policy that you obtain for your personal property or injury must be issued by a licensed insurance company of client's selection. Block One Events, Inc. does not warrant, represent, or guarantee the safety of client or client's personal property. Client hereby releases Block One Events, Inc. from any and all claims for damage or loss to client's personal property and shall indemnify and hold Block One Events, Inc. harmless, including Block One Events, Inc.'s attorney fees and costs from any claims associated with client's personal property regardless of by whom such claims are brought, including but not limited to: client's insurer, except to the extent caused by Block One Events, Inc.'s gross negligence or willful misconduct.

## **16. FOOD AND BEVERAGE.**

Clients may choose any vendor of their choice for food and beverage services. Any and all vendors chosen by the client shall comply with the codes of the Colorado Department of Public Health and Environment, and shall comply with the Colorado Retail Food Establishment Rules and Regulations adopted by the State Board of Health. There is no kitchen at Block One

Events, Inc., and clients and vendors may not cook food at the venue. The event space and lounge may only be used for final food presentation, plating and bussing. Food preparation at the event shall be limited to seasoning, cooking, assembly of prepared foods and service of packaged foods stored at required temperatures. Clients may provide their own alcoholic beverages. See Clause 15: Insurance. Client agrees to release Block One Events, Inc. and hold harmless from any liability or injury related to the food, beverage and/or alcohol prepared, delivered, and/or served by client and/or vendor. Block One Events, Inc. does NOT hold a liquor license. Special event permits may be needed for some events. Clients cannot charge attendees for alcohol on our property or through ticket sales without a license and/or permit. If a client is selling tickets to an event that includes alcohol, the client still needs a license and/or permit issued by the city's liquor licensing authority. For more information regarding permits and licenses, contact:

Aimee Jensen (Deputy City Clerk)  
970-221-6315  
ajensen@fcgov.com  
<https://www.fcgov.com/cityclerk/liquor.php>

Client must provide to Block One Events, Inc. proof of insurance within 7 days of signing this rental contract. Client must provide Block One Events, Inc. proof of license and/or permit issued by the city's liquor licensing authority prior to event, or event will be cancelled (if client's event qualifies for a city permit). Money already paid by the client will not be reimbursed for cancellation of the event if the client cannot obtain a proper license and/or permit issued by the city's liquor licensing authority.

#### **16A. FOOD, CATERING, BEVERAGES**

- There is no prep kitchen at Block One Events, all food must be prepared offsite prior to events
- The event organizer will be responsible for monitoring the serving of food and beverages
- Event attendees are not allowed to self-serve any food related items at Block One Events
- There must be a designated attendee serving food and beverage to each attendee, and the server must be wearing a mask and gloves
- Events may also provide prepackaged food to each attendee
- Food trucks are allowed
- All plates, utensils, and drink cups must be disposable
- All attendees must wear facial coverings except for when eating or drinking
- No self-service stations or buffets
- Provide single-use or single-serving condiments.

#### **17. DECORATIONS AND VENUE ALTERATIONS.**

- All set up and cleanup (ie: moving tables/chairs, decorating) is the responsibility of the client.
- No holes, tape, nails, staples, tacks, stickers, glitter, confetti, silly string, rice, birdseed (or the like) are allowed inside or outside the event space.
- All doors to mechanical rooms, janitor rooms, and operation rooms must be kept clear at all times.
- No open flames, no candles, no fireworks or sparklers.
- No smoke machines and no fog machines.
- No sidewalk chalk or sidewalk paint.
- Sidewalks, steps, entrance halls, corridors, elevators, stairwells, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress.

Client must use customary diligence in maintaining and not damaging the event space and property; and client shall not litter. Unless authorized by Block One Events, Inc.'s representative in writing, clients must not perform any repairs, electrical changes or otherwise alter the event space. Client accepts property, fixtures and furniture as is, except for conditions materially affecting the health or safety of persons. To the extent not prohibited by law, Block One Events, Inc. disclaims all warranties or covenants, including but not limited to warranties or covenants of quiet enjoyment. Clients must document in writing, take pictures of all defects or damages, and submit your findings to a Block One Events, Inc.'s representative immediately after taking possession of the event space. Client takes possession of the event space at the Rental Contract Term begin date and time. Otherwise, everything will be considered to be in a clean, safe and good working condition. Client shall not alter, damage or remove Block One Events, Inc.'s property (including without limitation): linens, tables, chairs, fixtures, cleaning supplies, furniture, patio furniture, accessories, video monitors, electrical equipment, audio and visual equipment,

alarm systems, smoke and carbon monoxide detectors, telephone and cable TV wiring, screens, locks and security devices, fixtures and appliances. Your improvements to the event space (whether or not Block One Events, Inc. has consented) becomes Block One Events, Inc.'s unless otherwise agreed in writing.

**18. LOCKS AND LATCHES.**

You must notify Block One Events, Inc. immediately of any inoperable door, window, latch or lock. Doors will not automatically unlock at event start time and at event end time, and it is the responsibility of the client to lock and unlock doors.

**19. REIMBURSEMENT.**

Upon demand, you must promptly reimburse Block One Events, Inc. for loss, damage, government fines, cost of repairs and cost of service anywhere on the property; incurred by you due to a violation of the Rental Contract or rules, improper use or negligence by you or your attendees. Regardless of whether specifically stated in any applicable provision of this Rental Contract, Client is always liable to Block One Events, Inc. for any damage caused by you, and any attendees or any other person that comes on the property because of you. Client's liability to Block One Events, Inc. for damages (including without limitation): (1) damage to doors, windows or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving the event space you are renting. Block One Events, Inc. may require payment at any time, including advance payment of repairs for which you're liable.

**20. PERSONAL PROPERTY AND LOST AND FOUND.**

All lost and found articles are stored for 30 days only. Beyond 30 days, all articles are disposed of at the sole discretion of Block One Events, Inc. Block One Events, Inc. or law officers may remove and/or store all property remaining on the property (including any vehicles you or any attendees own or use) once you have abandoned or vacated the property.

Storage. Block One Events, Inc. may store, but have no duty to store, property removed after you have abandoned or vacated the property. You must pay reasonable charges for our packing, removing, storing and selling any property. Block One Events, Inc. will pursue a lien on all property removed and stored after you have abandoned or vacated the property.

Redemption. If Block One Events, Inc. has removed and stored property after the client has abandoned or vacated the property, you may redeem items only by paying all sums due, including storage, charges, damages and the like. Block One Events, Inc. may return redeemed property at the place of storage, the management office or the event space (at Block One Events, Inc. 's option). Block One Events, Inc. may require payment by cash, money order or certified check.

Disposition or Sale. If you abandon or vacate the property upon the expiration or termination of the Rental Contract while leaving your personal property on our property, you specifically and irrevocably waive all title and interest you have in such property. You agree to indemnify us, our employees and representatives against any claim or cost for any damages or expenses incurred with regard to the removal, disposal or storage of any property, including attorney's fees and costs regardless of who makes a claim against us or any other indemnified party in connection with our removal of any property. Block One Events, Inc. may throw away or give to a charitable organization all items of personal property that are: (1) left on the property after abandonment; or (2) left outside for more than 2 hours, or any period legally required after a writ of restitution is executed. Animals removed after abandonment or vacation of property may be kenneled or turned over to local authorities or humane societies. Client acknowledges that Block One Events, Inc. is in the business of renting property, and the removal of the property is necessary to our livelihood; and as such, you shall indemnify Block One Events, Inc. and its agents and representatives against any claim or cost for any damages or expense with regard to the removal, disposal and/or storage of your personal property.

**21. CONTRACT CHANGES.**

Block One Events, Inc. reserves the right to terminate this Rental Contract at any time with a 30 days' notice to client. No payment increases or Rental Contract changes are allowed before the Rental Contract term ends, except for changes allowed by any written addendum or amendment signed by you and Block One Events, Inc. or by reasonable changes of property rules. No Rental Contract changes will be made without Block One Events, Inc. approval and agreed upon in writing.

**22. DELAY OF OCCUPANCY.**

If Block One Events, Inc. delays occupancy for construction, repairs, cleaning or a previous client's holding over, Block One Events, Inc. is not responsible for the delay. Payment abatement or Rental Contract cancellation does not apply if delays are for cleaning, repairs or make-ready items that prevent you from occupying the property or if Block One Events, Inc. has offered you substitute premises of comparable location and quality at no additional cost to you. If there is a delay and Block



One Events, Inc. has not given notice of delay as set forth immediately below, you may cancel your event up to the date when the event space is ready for occupancy, but not later: (1) if Block One Events, Inc. gives written notice to any of you when or after the initial term as set forth in Clause 7: Rental Contract Term; and the notice states that occupancy has been delayed because of construction or a previous client's holding over, and that the event space will not be ready on a specific date; you may cancel the Rental Contract within 3 days of the date on the notice, but not later; and (2) if Block One Events, Inc. gives written notice to any of you before the initial term as set forth in Clause 7: Rental Contract Term and the notice states that construction delay is expected and that the event space will not be ready for you to occupy on a specific date, you may cancel the Rental Contract within 7 days of the date on the notice, but not later, and the cancellation notice must be in writing. The readiness date is considered the new initial term as set forth in Clause 7: Rental Contract Term for all purposes. This new date may not be moved to an earlier or later date unless you and Block One Events, Inc. agree.

### **23. DISCLOSURE RIGHTS.**

If someone requests information on you, your attendees for law enforcement or governmental agencies, we may provide it without liability.

### **24. PROPERTY RULES AND POLICIES.**

Clients and all attendees must comply with any written property rules, policies and addenda, including instructions for care of Block One Events, Inc.'s property. Block One Events, Inc.'s rules are part of this Rental Contract. Your violation or breach of Block One Events, Inc.'s rules is a default for which Block One Events, Inc. may exercise any remedy. Block One Events, Inc. may make reasonable changes to written rules, effective upon distribution to applicable properties without prior notice to you, if they do not change dollar amounts in Clause 9: Payments and Charges or Clause 6: Deposit. Block One Events, Inc. may change rules without prior notice to you and regardless of whether you acknowledge receiving or consenting to any change to any rule at any time.

### **25. LIMITATIONS ON CONDUCT.**

Clients will use the event space solely as a private rental, not for any unlawful purposes and/or for any other purpose whatsoever. You and your attendees will show due consideration for others by not permitting, committing or suffering any conduct, disorderly or otherwise, noise, vibration, odor, or other nuisance whatsoever having a tendency to annoy or disturb others. Clients may not use machinery, devices or any other apparatus which would damage the property or annoy others; disturbing or threatening the rights, comfort, health, safety, convenience, quiet enjoyment, management, and use of the property by Block One Events, Inc., other clients, attendees, vendors, and any of their guests, agents, invitees, the general public, building tenants and their employees or building residents. You may not disrupt or interfere with Block One Events, Inc.'s business operations, communicate with Block One Events, Inc. or its representatives and management in a rude, hostile or unreasonable manner, including times, manner and amount of communications or injure Block One Events, Inc.'s reputation by making bad faith allegations against Block One Events, Inc. to others. Block One Events, Inc. is the sole judge of acceptable conduct. The event space and other areas reserved for your private use must be kept clean. Trash must be disposed of at the end of the event in appropriate receptacles and comply with all laws. You may not solicit business or contributions of any kind or conduct business anywhere on the property. Block One Events, Inc. may regulate: (1) the use and appearance of patios; (2) the conduct of movers, rental companies, vendors and delivery persons; and (3) recreational activities on the property. You'll be liable to Block One Events, Inc. for damage caused by you or any attendees, guests, vendors and family members. Block One Events, Inc. may exclude from the property: attendees, or others who, in Block One Events, Inc.'s reasonable judgment, have been violating the law, violating this Rental Contract, any property rules, or disturbing other clients, employees, residents, neighbors, visitors, the general public or Block One Events, Inc. representatives. Block One Events, Inc. may deny any person access to the property if any court or legal order restrains or bars said person from the property. Block One Events, Inc. may also exclude from any outside area a person who refuses to show photo identification or refuses to identify himself or herself as a client, or a specific attendee on the property. Client agrees to notify Block One Events, Inc. if you or any attendees are convicted of any felony involving a controlled substance, violence to another person, destruction of property or sexual offenses. You also agree to notify Block One Events, Inc. if you or any attendees are registered as a sex offender in any state.

### **26. PROHIBITED CONDUCT.**

Client or attendee shall not engage in, commit or allow criminal activities, whether or not such unlawful activities occur in, near or about the property (including without limitation): possessing a controlled substance or illegal drug (as defined by any law), drug paraphernalia; engaging in or threatening violence, possessing a weapon prohibited by state law; discharging a firearm on the property; displaying or possessing a gun, knife, or other weapon in the common area; storing anything in closets having gas appliances, tampering with utilities or telecommunications; tampering with the elevator, or bringing hazardous materials onto the property. Client or attendee may not discriminate against any person on the property with

regards to a person's race, color, national origin, religion, sex, familial status, pregnancy and/or disability. You agree that any act set forth in this clause constitutes a material breach of this Rental Contract. Upon any violation of this clause by you, Block One Events, Inc. may immediately terminate your right to occupancy.

No Smoking. Smoking of any form or burning anything in any form is NOT allowed inside the building, parking garage, event space or lounge; and is NOT allowed within 20 feet of any building entrance. No candles and no open flames. Cigarette butts, ashes, and the like, must be properly extinguished and disposed of in cigarette butt receptacles or in trash receptacles. You shall not throw cigarette butts or ashes on the ground.

#### **27. FIRE SAFETY REQUIREMENTS.**

All fire extinguishers, fire alarm pull stations and emergency exits must be visible and accessible at all times. The fire alarm pull station is on the 1st floor in the lobby by the elevator. All main and cross aisles, corridors, stairways and other exits must be maintained at their required width during event hours. All aisles must be at least 36 inches wide and free of chairs, tables and other miscellaneous equipment. Materials used in the construction of sets and displays must be fire retardant and/or resistant and are subject to approval. Wheelchairs must be able to freely move about the 36 inch wide aisles. Burning for the purposes of pleasure, religious, ceremonial, or cooking are allowed in either portable outdoor fire appliances or permanently constructed fire pits without a permit. Regardless of the size of the appliance or fire pit, the fuel package cannot exceed 3 feet in diameter or 2 feet in height. There is no stipulation concerning flame height. The fuel must be clean dry wood or charcoal. No trash or yard debris (weeds, grass clippings, leaves, etc). No open flames in the breezeway or under an overhang. All burns and flames shall be constantly attended by a competent and non-impaired adult with appropriate extinguishing equipment, such as dirt, sand, water barrel, garden hose, or water truck, available for immediate use until extinguished. No sparklers or fireworks.

#### **28. PARKING.**

Clients and attendees are not allowed to park in the parking garage or east parking lot behind the Block One building. Parking at Block One is reserved for building residents and tenants displaying a valid parking permit. Clients may be issued parking permits to use during the event and clients must return parking permits to a Block One Events, Inc.'s representative when the rental contract term ends. Clients will be charged \$50.00 for each lost or stolen parking permit. Block One Events, Inc. is not responsible for the safety of or damage to clients' or attendees' automobiles or motor vehicles, and Block One Events, Inc. may regulate the time, manner and place of parking cars, trucks, SUV's, motorcycles, mopeds, scooters, bicycles, boats, trailers and recreational vehicles. Clients may not park on sidewalks or block sidewalks, and must follow city ordinances regarding parking rules on public streets. Block One Events, Inc. may have illegally parked vehicles towed off the property by the Block One Events, Inc. or hired towing company at the vehicle owner's expense.

#### **29. CLIENT SAFETY AND PROPERTY LOSS.**

Clients and attendees must exercise due care for your own and other's safety and security, including the use of electrical and sound equipment, electrical devices, cords, outlets, switches, smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, keyless entry devices, elevators, window latches and other safety or security devices. Client shall not treat any of Block One Events, Inc.'s security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, Block One Events, Inc. is not liable to clients or any attendees for injury, damage or loss to a person or property caused by criminal conduct of other persons including theft, burglary, assault, vandalism or other crimes. Block One Events, Inc. is not obligated to furnish security personnel, security lighting, video monitors in event spaces for client or attendee access, security gates or fences or other forms of security unless required by statute. Block One Events, Inc. is not responsible for obtaining criminal history checks on any clients or attendees. If you or any attendee is affected by a crime, you must make a written report to Block One Events, Inc.'s representative and for the appropriate local law enforcement agency. You must also furnish Block One Events, Inc. with the law enforcement agency's incident report number upon request.

#### **30. SERVICE REQUESTS AND REPAIRS.**

Client must immediately notify Block One Events, Inc.'s representative in writing of: water leaks, moisture accumulation, mold, malfunctioning lights, electrical problems, broken or missing locks or latches, broken furniture or accessories, pests and other conditions that pose a hazard to the event space, yours and others' health or safety. Block One Events, Inc. may change or install utility lines or equipment serving the property and event space. Block One Events, Inc. may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work during emergencies. If utilities malfunction or are damaged by fire, water or similar cause, you must notify Block One Events, Inc.'s representative immediately. Block One Events, Inc. will act with customary diligence to make repairs and reconnections, taking into

consideration when casualty insurance proceeds are received. Monies paid to Block One Events, Inc. will not abate in whole or in part. You will be responsible for all costs of repairs due to your or your attendee's fault or negligence.

Regardless of the extent of damage to the property, if Block One Events, Inc. believes that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you or would be impractical; in our sole discretion, Block One Events, Inc. may terminate this Rental Contract or relocate client at our cost within a reasonable time by giving you written notice. If Block One Events, Inc. terminates this Rental Contract for reasons under this clause, only Block One Events, Inc. will refund all monies paid less lawful deductions for damages and cleaning due to client negligence. Client shall properly use and operate all furniture, appliances, toilets, sinks, basins, water sources, heating/cooling/plumbing fixtures, electrical equipment and assume all costs incurred in their repair or replacement resulting from client or attendee misuse, abuse or negligence. You shall not place foreign objects, paper towels, rags, excessive tissue, feminine products, Q-Tips, cigarette butts, disposable diapers, coffee grounds, bottle caps, glass or anything of the like in toilets, sinks and drains. Block One Events, Inc. is not responsible for coaching, educating or instructing clients on proper use of any items listed in this clause.

### **31. ANIMALS.**

No animals are allowed on the property (even temporarily) unless Block One Events, Inc. has agreed in writing. If Block One Events, Inc. allows an animal, the client must fill out and sign a separate Animal Addendum, which may require additional deposits, fees or other charges. Block One Events, Inc. will allow an assistive animal as a reasonable accommodation, and clients must fill out and sign a separate Assistive Animal Addendum and provide proper documentation. You must not feed stray or wild animals. Client must remove an unauthorized animal immediately after notice from a Block One Events, Inc.'s representative. Under the Americans with Disabilities Act (ADA), Block One Events, Inc. shall allow assistive animals onto the property with proper documentation or identification papers from a licensed professional. Animals must be licensed with Larimer County and all shots must be current. If animals' behavior poses a direct threat to the health or safety of others, Block One Events, Inc. may exclude animals from the property.

### **32. PEST CONTROL.**

Client agrees to cooperate with and to undertake all efforts and tasks required by Block One Events, Inc., or its pest control company employed to eradicate pests. Client's full cooperation (including without limitation): immediately reporting pest infestation to a Block One Events, Inc. representative; making the event space available for entry to complete pest inspection and eradication treatment(s), completing all required pre-treatment activities, evacuating the event space during and after treatment for the required time frame (if absolutely necessary) and completing all required post-treat activities. If pest infestations and issues are due to client negligence, the client will be held responsible for all charges, treatments, damages, replacements and repairs needed to mitigate pest infestations. Block One Events, Inc. employees and representatives are not liable to clients for any damages caused by pests (including without limitation): replacement of furniture, medications or medical expenses, and Block One Events, Inc. employees and representatives are not responsible for any damage done to personal items during pest control inspections or treatments. Client acknowledges that used or secondhand furniture and items is the primary way that bed bugs and roaches are spread. Client agrees to thoroughly inspect items the client brings onto property or inside event spaces.

### **33. COMMON AREAS.**

To maintain the attractive appearance of the property and building, and to prevent fire hazards, clients may not store personal property (including without limitation): strollers, bicycles, trash, barbecue grills and toys in: stairwells, event space entrances, breezeways, patios, the elevator, bathrooms, lobbies, lounges, corridors, parking lots and parking garages. All such personal property left in such areas will be considered abandoned and removed and/or disposed of by Block One Events, Inc.'s representative. Block One Events, Inc. is not responsible for any such damaged or stolen personal property.

Stairwells and Parking Garage. Stairwells shall only be used for ingress and egress. Clients may access event space, lounge and bathrooms using access readers in stairwells. Clients may not prop open doors and may not store items in stairwells. Clients may not loiter in stairwells or parking garage.

Elevator. Clients may use elevator for its intended purpose only. Clients may not block elevator doors, loiter in the elevator, tamper with the elevator control panel or disturb other clients or building tenants and residents when using the elevator. Clients shall follow the elevator weight limit. Notify Block One Events, Inc.'s representative immediately of elevator malfunctions.

#### **34. KEYLESS ENTRY.**

Clients may be issued an access card at no cost for use during your event and for parking garage gate, bathroom access, lounge access and card reader access. Each replacement access card is a \$50.00 non-refundable fee. If the access card is lost, stolen, or damaged, immediately notify Block One Events, Inc.'s representative. Unless specifically required by law, Block One Events, Inc. has no duty to maintain the parking garage gate or card access readers and cannot guarantee against card reader malfunctions. Block One Events, Inc. makes no representations or guarantees to you concerning security of the property, building and event spaces. You will be held responsible for the actions of any person to whom you provide access to the property. DO NOT give out, lend, loan, borrow or share your access cards, keys or parking permits with anyone who is not an attendee at your event. DO NOT PROP OPEN ANY DOORS, FOR ANY REASON, AT ANYTIME.

#### **35. WHEN OWNER MAY ENTER.**

If a client or attendees are present, then repairers, servicers, contractors, Block One Events, Inc.'s representatives or other persons listed in (1) below may peacefully enter event space 24 hours per day, 7 days per week for purposes listed in (1) below. Such persons may enter peacefully by duplicate or master key, access card or keyless entry code (or by breaking a window or other means when necessary in emergencies) if: (1) entry is for any legitimate purpose including but not limited to: responding to your request; inspection of furniture, making repairs or replacements; estimating repair or refurbishing costs; performing pest control; performing preventive maintenance; changing filters; testing or replacing smoke and carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering/installing/reconnecting or replacing appliances, furniture, electrical equipment, audio/visual equipment or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials) or items prohibited under Block One Events, Inc. rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former clients; inspecting when immediate danger to person, property or event space is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die or are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant or in hot pursuit; showing the event space to prospective clients; or showing the event space to government inspectors for the limited purpose of determining fire ordinance compliance by Block One Events, Inc. and to lenders, appraisers, contractors, prospective buyers or insurance agents.

#### **36. TRASH AND RECYCLING.**

Trash must be properly disposed of in accordance with the City of Fort Collins Trash Ordinance in plastic or metal cans with tight-fitting lids or in sealed plastic bags. Trash and recycling dumpsters are located on the southwest side of the building in the dumpster enclosure. Clients must not leave trash in corridors, hallways, parking garage, stairwells, stairs or on patios. Client is responsible for the proper disposal of all trash and recycling. Clients may be charged for not properly disposing of trash and recycling inside the dumpsters, for broken bags left on the ground around the dumpster enclosure or for broken bags that drip or leak anywhere on the ground and/or concrete. Clients are responsible for proper disposal of all trash and recycling and are expected to do so in a manner that is consistent with the following:

Electronics. Clients shall not place electronic equipment in trash or recycling dumpsters for collection. All electronic equipment must be delivered to a licensed solid waste collector for recycling in accordance with the City of Fort Collins Recycling Ordinance.

Furniture and Bulk Items. Clients shall not dispose of such items in trash or recycling dumpsters or placed on the street or sidewalk for collection.

Cardboard. Clients shall not place recyclable, corrugated cardboard in trash containers for collection. Cardboard must be properly recycled in accordance with the City of Fort Collins Cardboard Recycling Ordinance. Block One Events, Inc. has provided a recycling dumpster. All cardboard must be broken down and flattened before placing in a dumpster.

Hazardous Waste. Hazardous waste shall not be placed in trash or recycling dumpsters for collection. In no event shall toxic or flammable liquids or any waste liquid containing crude petroleum or its products be disposed of by discharge into or upon any gutter, street, alley, stormwater facility, other watercourse or upon the ground unless such liquid has undergone suitable treatment in accordance with § 26-498 of the Code. Clients are responsible for reimbursing Block One Events, Inc. any fees, fines or charges that Block One Events, Inc. has accrued by the City of Fort Collins due to client negligence.

### **37. EXTERIOR: PROPERTY AND VENUE.**

Client shall not alter the exterior of the event space or property, fences, landscaping, parking garages, elevators, stairwells, common areas and/or landscaping for any reason. Patios, common areas, corridors and walkways may not be used for storage and must be maintained in a clean and orderly condition. Client must immediately remove any personal property considered unacceptable by a Block One Events, Inc. representative. Per the City of Fort Collins Outdoor Furniture ordinance, clients may not place any upholstered furniture that is manufactured for indoor use in outdoor spaces or on private event space patios.

Windows and Displays. Client may not attach on the building exterior, (including without limitation): signs, banners, stickers, aluminum foil, cardboard, posters, displays, offensive material and/or flags to the patio, patio railings, exterior event space walls, parking garage, roof or windows; unless Block One Events, Inc. has agreed in writing.

### **38. NOISE.**

Clients or attendees or animals shall not emit, cause or discharge any unreasonably loud or obnoxious noises. Clients must lower the noise level of the event if asked to do so by Block One Events, Inc.

Public Nuisance Ordinance. If the Fort Collins Police Department receives a noise complaint covered by the Public Nuisance Ordinance regarding your event and is able to verify the complaint as being factual, you will receive a citation, which includes a fine and Block One Events, Inc. will be notified. In the event that client is issued a citation and Block One Events, Inc. receives a Nuisance Ordinance Violation related to the citation, Block One Events, Inc. may pursue remedy. Clients, or attendees shall abide by the property quiet hours which begin at 10:00pm and end at 7:00am, strictly enforced seven (7) days per week. Noise shall not exceed conversation level after 10:00pm. No exceptions.

### **39. FLOORING.**

Clients shall properly use and maintain flooring in the event space and assume all costs incurred in their repair, stain removal, or replacement resulting from misuse, abuse, damage or negligence. Clients shall wipe up spills promptly and clean with mild soap and water. DO NOT USE oil-based cleaners, waxes, and/or cleaners that contain abrasives or solvents. Block One Events, Inc. will consider a professional opinion from a 3rd party if the client damages flooring beyond cleaning and repair. Clients will be responsible for charges accrued from the cleaning, and/or repair, and/or replacement costs of the flooring above and beyond normal wear and tear. Block One Events, Inc. will send the client an invoice and Client will be responsible for paying the balance due. Caution: floors are slippery when wet and Block One Events, Inc. is not responsible or liable for injury to clients or attendees due to slips and falls. All tape and residue must be removed from floors.

### **40. PACKAGES, FLOWERS, AND DELIVERIES.**

Block One Events, Inc. is not responsible and accepts no liability for lost or stolen packages and deliveries, the contents, whereabouts, storage conditions, temperature, safety or damage of any package or delivery. Block One Events, Inc. will not accept packages and deliveries on behalf of clients. Clients may not store deliveries at Block One before or after the rental contract term. All deliveries must be delivered during your rental contract term.

### **41. SURVEILLANCE, PHOTOGRAPHY AND MARKETING.**

The event space and building are equipped with video surveillance in certain areas. Occasionally Block One Events, Inc. will have the event space photographed and filmed. Block One Events, Inc. retains the right to take photographs or video of any event for its own records (including without limitation): advertising, marketing, and social media.

### **42. AMERICANS WITH DISABILITIES ACT.**

Block One Events, Inc. makes every effort to accommodate a person with disabilities and adhere to all requirements of the Americans with Disabilities Act (ADA). Contact the Block One Events, Inc.'s representative if you have any concerns or if you need special assistance about the efforts to serve people with disabilities.

### **43. DEFAULT BY BLOCK ONE EVENTS, INC.**

Block One Events, Inc. will act with customary diligence to maintain the property and event space and keep it reasonably clean. Block One Events, Inc. will also substantially comply with applicable federal, state and local laws and statutes regarding safety, health and sanitation and make all reasonable repairs, subject to your obligation to pay for damages for which you are liable. If Block One Events, Inc. violates any of the above, you may terminate this Rental Contract and exercise other remedies as follows: (1) client must first make a written request for repair or remedy of the condition; and all monies must be current at the time; (2) after receiving the request, Block One Events, Inc. has reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor and utilities; (3) if Block One Events,

Inc. has not diligently tried to make repairs within 7 days of receiving written request for repair or remedy, client may then give Block One Events, Inc. written notice of intent to terminate the Rental Contract. In no event are you allowed to offset or withhold monies for any reason. Block One Events, Inc.'s failure to provide or maintain any other facility, common area, the elevator, the security systems, the parking garage or to repair any part of the property, shall not constitute a breach of this Rental Contract by Block One Events, Inc. unless such failure makes the event space uninhabitable.

#### **44. DEFAULT BY CLIENT.**

Client shall be in default if client breaches any clause of this Rental Contract or fails to observe or perform any promise, agreement, addenda or covenant set forth in this Rental Contract (including without limitation): your failure to timely and fully pay any monies due, abandoning or vacating the event space without fully performing all Rental Contract terms or if client makes any misrepresentation. Regardless of whether specifically stated in any Rental Contract clause or addenda, client is always responsible for the conduct of and shall be in default if any client or attendee are coming to or leaving the event space, or on Block One Events, Inc.'s property due to you, or with your knowledge or consent, breaches or fails to observe any clauses or obligations contained in this Rental Contract. Clients will also be in default if you, in bad faith, make any invalid complaint to an official, employee of a utility company contractor or the government.

False Application. Client executes this Rental Contract after completing a rental application. Client acknowledges that we have entered into this Rental Contract in reliance on the information contained in your rental application. If it is determined at any time that such information is incorrect, false or materially misleading, Block One Events, Inc. shall have the option to terminate your right of occupancy at any time and cancel your event reservation at any time.

Holdover. Clients and attendees must not wrongfully hold over beyond the date and time of your Rental Contract term. If a wrongful holdover occurs, then holdover fees are due and may be withdrawn from deposit without notice. Clients will be liable to Block One Events, Inc. if holdover keeps the next client from occupying the event space for their Rental Contract Term. Holdover fee is \$400.00 per hour beginning one minute after Rental Contract Term expires.

Other Remedies. Block One Events, Inc. may report any unpaid or delinquent amounts to credit agencies. If a client defaults and vacates event space without performing all Rental Contract covenants, client will pay, repay or refund to Block One Events, Inc. any amounts stated to be rental discounts or concessions in this Rental Contract or any addenda, in addition to other sums due. Upon your default, Block One Events, Inc. has all other legal remedies, including Rental Contract termination. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the court shall award the prevailing party from the non-prevailing party, attorney's fees and all other litigation costs. Holdover charges are liquidated damages for Block One Events, Inc.'s time, inconvenience and overhead in collecting damages, fees, charges and the like, (but are not for attorney's fees and litigation costs). All unpaid amounts may bear 18% interest per year from the due date, compounded annually. If a client fails to pay all sums due on the demand letter within 30 days from the postmarked date on the envelope sent by Block One Events, Inc., then clients must also pay all collection agency fees.

#### **45. CANCELLATIONS.**

If a client cancels 60 or more days prior to the event date, you will receive a 100% payment refund.

If a client cancels 60 or fewer days prior to the event date, you will receive a 50% payment refund.

Clients may postpone their event at any time up to 12 months past the original event date. Client must choose a new date that falls on the same day of the week and time as the original date, and Block One Events, Inc. will honor the cost client has already paid for original event, and client must sign a new updated contract and submit an updated event insurance policy reflecting the new chosen date. This cancellation clause shall remain in effect, and the client is responsible for cancelling the event 60 or more days prior to the event date to receive a 100% refund. Block One Events, Inc. will not issue full refunds if the venue is ordered to shut down due to pandemic after the 60 day mark has passed. In that scenario, the client has the option to postpone the event to a future date or receive a 50% refund, as stated above.

#### **46. INTERPRETING THIS RENTAL CONTRACT.**

Neither Block One Events, Inc. nor any of Block One Events, Inc.'s representatives have made any oral promises, representations or agreements. This Rental Contract is the entire agreement between client and Block One Events, Inc. Block One Events, Inc.'s representatives (including event management personnel, employees, vendors, subcontractors and/or agents) have no authority to waive, amend or terminate this Rental Contract or any part of it, unless Block One Events, Inc. agrees in writing. No action of Block One Events, Inc.'s representatives will be considered a waiver of any subsequent violation, default or time or place of performance. Written notice to or from Block One Events, Inc.'s representatives constitutes notice to or from Block One Events, Inc. Clients giving a notice under this Rental Contract should retain a copy of the notice, memo, email, letter, text or fax. Faxed, scanned, emailed and electronic signatures are binding. Exercising one remedy will not constitute an election or waiver of other remedies. No representative is personally liable for any contractual,

statutory or other obligations merely by virtue of acting on Block One Events, Inc.'s behalf. This Rental Contract binds subsequent Block One Events, Inc. owners. Neither an invalid clause nor the omission of initials on any page invalidates this Rental Contract. All notices and documents may be in English, and, at Block One Events, Inc.'s option, in any language that client reads or speaks. All provisions regarding our non-liability and non-duty apply to our employees, representatives, agents, vendors, subcontractors and/or event management companies. This Rental Contract is subordinate or superior to existing and future recorded mortgages; at lender's option. All Rental Contract obligations must be performed in the county where the event space is located.

Waiver of Jury or Trial. To minimize legal expenses and to the extent allowed by law, client and Block One Events, Inc. agree that a trial of any lawsuit based on statute common law, and/or related to this Rental Contract, shall be to a judge and not a jury. All discretionary rights reserved for Block One Events, Inc. within this Rental Contract or any accompanying addenda are at Block One Events, Inc.'s sole and absolute discretion.

Obligation to Vacate. Client shall vacate the event space and remove all of client's personal property at the expiration of the Rental Contract term without further notice or demand from Block One Events, Inc.

Force Majeure. If Block One Events, Inc. is prevented from completing performances of any obligations hereunder (including without limitation): by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage or other occurrence which is beyond the control of the parties, then Block One Events, Inc. shall be excused from any further performance of obligations and undertakings hereunder; to the full extent allowed under applicable law. Furthermore, if such an event damages the property to materially affect its habitability by some or all clients, Block One Events, Inc. reserves the right to terminate any and all Rental Contracts; and client agrees to excuse Block One Events, Inc. from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

#### **47. VACATING PROCEDURES.**

The Rental Contract term cannot be changed unless Block One Events, Inc. and client both agree in writing. If the event ends early and the client vacates the property before the Rental Contract term ends, the client will not be reimbursed for unused event space time. Upon vacating the property, the client will deliver to Block One Events, Inc. all access cards, parking permits, metal keys and/or door keys (collectively "keys") issued by Block One Events, Inc. Client has not vacated and surrendered possession of the event space to Block One Events, Inc. until and unless the client has turned in all keys to the property; or you have abandoned the event space in Block One Events, Inc.'s reasonable judgment. If a client fails to return keys, clients may be charged additional fees.

#### **48. SCOPE OF WORK FOR SANITIZATION, CLEANING, AND DISINFECTING.**

Client is responsible for sanitizing, disinfecting, and cleaning Block One Events, Inc. at the end of the event. To meet the requirements of Larimer County, clients must hire a licensed professional cleaning service that is licensed in the state of Colorado, carries proper insurance, and is OSHA Certified to sanitize, disinfect, and clean the event space at the end of your event once all attendees have left the property. You may select any cleaning service of your choice. Clients are responsible for hiring and paying the cleaning vendor directly for their services. Clients must provide Block One Events, Inc. with a copy of this cleaning service agreement (signed by all parties) prior to the Rental Contract Term begin date and time. The event space, lounge, common areas, patios, and landscaping will be sanitized, disinfected, and cleaned before you leave the property. The following items will be sanitized, disinfected or cleaned during and after the event:

##### All Outdoor Patios, Stairs, and Railings

- West Patio
- North Patio
- East Patio
- Prow
- All stairways for ingress/egress

##### Indoor Event Space, Lounge

- countertops
- window sills
- curtain pull strings
- fridge and freezer
- elevator

##### Tables and Chairs

- round banquet tables
- rectangle banquet tables
- tall cocktail tables
- chairs

##### Audio + Visual Equipment

- Portable projection screen
- Portable Samsung TV
- Portable projector
- Microphone
- Sound System and metal cart

##### Miscellaneous

- portable bar
- piano & podium
- portable partitions
- coat racks/hangers
- ALL DOOR HANDLES

##### Bathrooms

- toilets
- sinks and faucets
- partitions and handles
- drinking fountains

Client is responsible for returning Block One Events to its original condition by the time the Rental Contract term ends. Block One Events, Lounge, and property, and landscaping MUST be cleaned before you leave.

This (includes without limitation):

- NOTE: Tables left setup can remain set up. If you are putting unused tables away, they MUST be CORRECTLY stacked on the table carts. DO NOT leave tables leaning against the wall unsecured or stacked on the floor. It could damage the table and is a safety issue, as they are heavy and could easily roll or slide.
- removing all trash, bottles, and cigarette butts from event space, breezeway, stairwells, elevator, common areas, patios, lounge, bathrooms and parking garage, and we will take trash and recycling to dumpsters
- return cigarette butt receptacle to north exterior patio
- sweep and mop all floors
- close and lock all doors, windows, and close and lock exterior outlets with padlocks
- wipe down bar, drain liquid from bar sink and dump bucket under bar
- wipe down walls
- check all bathrooms, restock toilet paper and paper towels in bathrooms
- remove all items from the fridge and freezer in the lounge and clean each
- turn off the projector and unplug
- turn off sound system and unplug
- remove all attendees from venue
- turn off all lights and unplug bistro lights
- use an allen wrench to release door hardware and return doors back to locked position.
- return white access card and allen wrench to DROPBOX on wall by elevator

If all attendees have not vacated the property by the end of the Rental Contract Term, the client will be charged a holdover fee of \$400 per hour beginning one minute after the term ends. Clients will be charged \$100.00 per hour for cleaning fees if the venue is not returned to its original condition and the standards of Block One Events, Inc. The cleaning company and a representative from the event are allowed to be on the property after the contract term end date and time to make sure the venue and property have been properly cleaned, sanitized, and disinfected.

#### **49. INSPECTION.**

Client agrees to accompany Block One Events, Inc.'s representative during an inspection of the event space in order to verify the physical condition of the event space at the expiration of the Rental Contract term, and to assist Block One Events, Inc.'s representative in completing the inspection report. Client agrees that in the event you fail or refuse to accompany Block One Events, Inc.'s representative, you agree to accept the representative's inspection report of the physical condition of the event space and to pay for any and all damages listed on the inspection report by the Block One Events, Inc.'s representative. At the request of the client, Block One Events, Inc. will provide an authorized representative to accompany the client in verifying the physical condition of the event space at the expiration of the Rental Contract Term and to complete the inspection report. A Block One Events, Inc representative will only be present at the Rental Contract term if requested by the client, and arranged 48 hours prior to event date. The Block One Events, Inc.'s representative has no authority to bind or limit Block One Events, Inc. regarding deductions for repairs, damages or charges. If upon expiration of the Rental Contract term it is determined that event space has consistently been subjected to smoke from cigarettes, cigars, marijuana, illegal drugs or odors from cooking; you may be charged for cleaning, repainting, replacements, deodorizing, ozoning, cleaning out HVAC filters and vents or ducts; or whatever is needed to return the event space to its original condition. Any invoices, statements or estimates by Block One Events, Inc. or the Block One Events, Inc.'s representative are subject to Block One Events, Inc.'s correction, modification or disapproval before final refunding or accounting.

#### **50. DEPOSIT DEDUCTIONS AND CHARGES.**

Client will be liable for and client agrees that Block One Events, Inc. may deduct from deposit (if a deposit was paid) for the following charges, if applicable: unpaid fees; damages or repairs caused by smoke or smoking, negligence, carelessness, accident or abuse (including without limitation): stickers, confetti, birdseed, tape, scratches, tears, burns, stains, holes and damages or repairs; replacement cost of Block One Events, Inc.'s property that was in or attached to the event space and is missing; trips to allow access for vendors to remove client's personal items; trips to open event space when client or attendee is locked out, is missing a key, access card or keyless entry access code; key duplicates; unreturned keys; reletting charges; cancellation fees, room reset charges, packing, removing or storing client's property; removing illegally parked vehicles; trips for trash removal; city and government fees or fines against Block One Events, Inc. due to client's negligence, late payment and returned payment charges; charges for Block One Events, Inc.'s representatives time and labor; charges for attorney's fees, court costs/filing fees actually paid; and other sums due.



**51. DEPOSIT AND/OR PAYMENT REFUND.**

If any, a deposit or payment refund (if deposit or payment was paid) will be issued in one check payable to the client named on this Rental Contract; regardless of who paid the deposit or payment at the time of booking your event. Deposit or payment refund check, and an itemized accounting of any deductions, will be mailed to the client.

**52. EFFECTIVE DATE.**

This Rental Contract shall become effective if and only if: (1) Client has signed this Rental Contract; (2) Block One Events, Inc. has signed and approved this Rental Contract; (3) Client has paid the deposit (if deposit is required) and payment in full at the time of signing contract; (4) Client has provided a copy of their insurance policy following all requirements of Clause 15 in this Rental Contract.

**Client agreeing to this Rental Contract read and sign below:** This Rental Contract is a confirmation of the event listed in Clause 3: Rental Contract Term. Review this contract, sign and return to Block One Events. Your event is considered confirmed when the signed rental contract, payment, and insurance policy have been received. Retain a copy of rental contract, payment, and insurance policy for your records. I have read and understand this Rental Contract. If the client is an organization or entity, I certify that I have the authority to sign this Rental Contract on behalf of the client, and to bind the client to all the terms, conditions and clauses of the Rental Contract.

\_\_\_\_\_  
Client Print Name

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent for Owner Print Name

\_\_\_\_\_  
Agent for Owner Signature

\_\_\_\_\_  
Date

RELEASE & WAIVER OF LIABILITY AT BLOCK ONE EVENTS, INC. RELATING TO COVID-19

428 Linden Street, Fort Collins, CO 80524

“As Colorado continues to transition through different public health orders, businesses across the state are faced with the challenge of reopening amidst the ongoing COVID-19 pandemic. In addition to assessing the various civic and ethical responsibilities attendant to opening for business during a global pandemic, business owners are also navigating very practical financial and operational hardships stemming from government directives at the federal, state, and often local levels. Of course, all businesses want most of all to be able to assure employees and customers that they are operating safely. However, in the face of stark, often daily, reminders that the World’s infectious disease and public health officials still know so little about COVID-19, business owners need also consider utilizing contractual liability waivers to help protect their business from the financial exposure of an unintended and perhaps, unpreventable, transmission of the virus on their premises.” ~ [www.cobar.org](http://www.cobar.org) (a message from the Colorado Bar Association)

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge continues to evolve, but the virus is believed to spread through airborne particles, person-to-person contact, and contact with contaminated surfaces and objects. People can be infected and show no symptoms, and therefore, spread the disease. To date, there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

Block One Events, Inc. cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while on this property located at 428 Linden Street, Fort Collins, CO 80524 in Larimer County. It is not possible to prevent the presence of the disease at this venue, and therefore, if you choose to attend or host events held at Block One Events, Inc., you may be exposing yourself and/or attendees to, and/or increasing your risk of contracting or spreading COVID-19.

Assumption of Risk

This waiver must be signed by the same client who signs the Block One Events Rental Contract (the client is considered the “host” of the event), and your event will not be officially booked until this waiver is signed. You understand the risks associated with being on our property, whether indoors or outdoors, and contagious viruses may be present. You hereby choose to accept the risk of contracting COVID-19 in order to attend or hold an event at Block One Events, Inc.

Waiver of Lawsuit/Liability

The business of Block One Events, Inc. is considered a “non-essential” business and it is upon your own free will to attend or host an event at Block One Events, Inc. I hereby forever release and waive my right to assert a claim or bring suit against Block One Events, Inc., including its owners, owner representatives, employees, managers, event attendees, vendors, or other representatives, in connection with exposure, infection, and/or spread of COVID-19 related to attending or hosting a Block One Events, Inc. event(s). I understand that this release and waiver means I give up my right to bring any claims including for personal injuries, death, disease, property losses, or any other loss, including but not limited to, claims of negligence, including the sole negligence of Block One Events, Inc., and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

Choice of Law

I understand and agree that the law of the State of Colorado will apply to this release and waiver.

I, as a host and/or client, acknowledge, understand, and agree to this waiver and assume responsibility for all attendees, guests, family members, invitees, and vendors. If a client is an organization or entity, I certify that I have the authority to sign this waiver on behalf of the client, and to bind the client to all the terms and conditions of this waiver.

\_\_\_\_\_  
Client Print Name

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent for Owner Print Name

\_\_\_\_\_  
Agent for Owner Signature

\_\_\_\_\_  
Date