

PRIMROSE STUDIO FACILITY RULES AND REGULATIONS



4300 Michaud Lane

Fort Collins, Colorado 80521

970-221-6521

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Facility Usage

BUILDING HOURS

- a. Monday-Saturday 8am-10pm.
- b. Closed on City Holidays including New Year's Day, Martin Luther King Jr. Day, President's Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- c. Event rentals can be scheduled before or after normal building hours at the discretion of the Manager and may result in an additional special use fee.

CAPACITY The maximum capacity rating of the Facility is forty-four (44) people. Tables and chairs are provided for only thirty-six (36) people. Additional chairs or other forms of seating may not be brought into the studio unless by special written arrangement. User shall not admit to the Facility a larger number of persons than the rated occupant load of forty-four (44).

PARKING The parking lot accommodates only fifteen (15) cars. Parking along the road leading to the Facility is not permitted. Carpooling is required for groups exceeding fifteen (15) vehicles. A bike rack is available at the parking lot.

ROOM SET-UP, LAYOUT & ADVANCE DEADLINES All room set-ups, layouts, and major operational decisions must be made no later than ten (10) days prior to the User's first contracted date. The Manager may change this deadline to ensure the safe and successful execution of the User's event. The Manager reserves the right to cancel any event where operational decision deadlines are not met, and User will forfeit their deposit plus any additional hard expenses incurred by the City in preparing for the event, including but not limited to orders placed with third party vendors.

FOOD AND BEVERAGES Food and non-alcoholic beverages may be consumed in the Facility and on the Facility premises. Arrangements for food and beverage service, including but not limited to cleanup and removal at the end of User's event, shall be the responsibility of User. All waste handling rules listed below must be followed. Food and beverage may be prepared in the Facility, though use of electric kitchen appliances must be performed beneath or near the exhaust hood of the kitchen's stovetop. Grilling is permitted only with prior written approval from the Manager.

ALCOHOL Alcohol is not permitted in the Facility or on the premises of the Facility. Users may not provide or have on-site their own alcoholic beverages, opened or unopened, anywhere inside the Facility or on the Facility grounds.

WASTE HANDLING The City is committed to the City of Fort Collins Municipal Sustainability and Adaptation Plan. Users must take measures to reduce waste. To promote waste reduction, User agrees to utilize the reusable serviceware provided to include plates, glassware, and eating utensils unless prior permission is given from Manager. Absolutely no Styrofoam or wax coated products are allowed. User shall put all used dishes into the dishwasher and start it at the end of the event. Any dishes that do not fit may be placed in the sink. User and guests are required to abide by the rules of recycling, composting, and trash disposal posted in writing in the Facility.

SIGNS, POSTERS, AND DECORATIONS User shall not post or exhibit or allow to be exhibited or posted as part of User's event any signs, advertisements, posters or fliers of any description on any part of the Facility or the premises of the Facility without the prior approval of the Manager. If the Manager provides such approval, the User shall remove all signs, posters or other belongings of User upon or before the end of the Event. All decoration should be limited to tables and countertops. Open flames are not permitted. All candle flames must be fully contained (e.g. within a votive holder). Confetti and glitter are not permitted. Throwing rice and birdseed are not permitted.

NOISE ORDINANCE The City of Fort Collins noise level ordinance is enforced during events. User must comply with the City Noise Level Ordinance and is responsible for any fees incurred for violating the Ordinance.

MERCHANDISE SALES AND PROMOTIONS The Facility may not be used for promotions, sales, or for other commercial activities or purposes without the written consent of the Manager. and may not be used to influence the passage or defeat of ballot issues, to promote candidates for political office or to advocate social or political change by violence, or for illegal, dangerous, or destructive activities.

OBJECTIONABLE PERSONS The City reserves the right to eject or cause to be ejected from the Facility any objectionable person or persons; and neither the City nor any of its officers, agents or employees will be liable to User for any damages that may be sustained by User through the exercise by the City of such right.

PHOTOGRAPHY & VIDEO RECORDING The City retains the right to take photographs or video of events for its own records and for publicity or marketing purposes. Advance notice will be provided to the User at least one (1) week prior to the scheduled event if photographs will be taken of their event.

Law Compliance

The User must comply with all prescribed rules for use and occupancy of the Facility including but not limited to ARTICLE IX of the Fort Collins Municipal Code, and with all other applicable rules, laws, ordinances and regulations, including but not limited to the following:

SALES TAX If User's use of the Facility involves the sale of any items subject to the City sales tax or if User intends to arrange for vendors to use the Facility to sell items subject to the City sales tax, User is responsible for obtaining, in advance, a Sales/Use Tax License for such use to cover itself and/or any vendors who are not individually licensed to collect City sales taxes. User must inform vendors, in advance of such sales, of the percentage of tax to be collected on each sale and of the records which must be kept relating to the tax and must collect all taxes from the vendors and remit the same to the City as required by the Sales/Use Tax License and the Code of the City of Fort Collins. City sales tax licenses are free of charge and available at 215 N. Mason Street. A state temporary sales tax license may be obtained by the User at the State Sales Tax Office at 1121 W. Prospect Road.

SERVICE ANIMALS & PETS POLICIES In compliance with the ADA and applicable Colorado laws a service animal is defined as a dog that is individually trained to perform tasks or do work for the benefit of a person with a physical or mental disability. (In some circumstances, a miniature horse who is individually trained also qualifies as a service animal under the ADA but is permissible only in special circumstances which do not create a disturbance). The tasks or work the animal does must be directly related to the person's disability. The ADA requires the animal to be under the control of the handler. This can occur using a harness, leash, or other tether. If these items are not present, the service animal must be under the handler's control by some other means, such as voice control. The service animal must not be disruptive, either verbally or physically, and the City reserves the right to ask those handlers with animals making a disturbance to leave the venue. Neither the ADA nor Colorado's service animal law includes pets or what are often referred to as 'emotional support animals' (animals that provide a sense of safety, companionship, and comfort to those with psychiatric or emotional disabilities or condition). Under no circumstance are pets of any kind allowed inside the Facility or on the grounds.

AMERICANS WITH DISABILITY ACT (ADA) The City makes every effort to accommodate staff and patrons with disabilities and adhere to all requirements of the Americans with Disabilities Act [ADA] as required by federal law. This facility is well-equipped with a wheelchair ramp and accessible restrooms. User may also have obligations under the ADA, or other state or local laws, to ensure that the Event is accessible to persons with disabilities. Any such obligation, beyond the physical accessibility of the Facility, is the User's sole responsibility. If you have concerns about the efforts to serve people with disabilities, please contact the Manager at 970-221-6521.

COPYRIGHT User assumes complete and sole responsibility for complying with all rules and regulations concerning copyright and paying all license fees in connection with the event. If User fails to do so and, as a result, the City incurs costs or expenses, User will reimburse the City for such costs and expenses. Unless User is a government entity, User will indemnify and defend the City from and against any and all claims, demands or suits made or brought against the City with respect to the performance of any copyrighted material during the event.

Safety and Security

FIRE SAFETY REQUIREMENTS All fire extinguisher cabinets and emergency exits (including those inside an event or exhibit space) must always be visible and accessible. 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 44" and free of chairs, tables and other miscellaneous equipment.

SMOKING POLICY As per the City of Fort Collins smoking ordinance; smoking of any kind (including vaping, e-cigarettes and marijuana) is not permitted in the Facility or on the grounds, including the outdoor patio, parking lots, sidewalks, alleyways, greenspaces, and any adjoining City-owned property including Reservoir Ridge Natural Area. We ask for your cooperation in preventing fire, litter, inconvenience, and health hazards for others and informing invited guests and others about this policy.

AED AND FIRST AID An automated external defibrillator (AED) is a portable electronic device that automatically diagnoses life-threatening cardiac arrhythmias and can treat them through defibrillation. The Facility has one (1) AED located in the main event space of the studio. The Facility is also equipped with a first aid station located in the Kitchen corridor.

WEAPONS POLICY Per Fort Collins Municipal Code Article IX Sec 23-193, it is prohibited to possess in a natural area, and by extension the Facility, any gun, pistol, crossbow, bow and arrow, slingshot or other firearm or weapon whatsoever, including BB guns or pellet or paintball guns, except as permitted by a City-issued or other lawfully issued permit. Discharge of any such firearm or weapon is prohibited.

Equity and Inclusion

EQUITY COMMITMENT We are committed to creating a welcoming, supportive and safe environment for all members of our community regardless of gender identity or gender expression, race, color, religion, creed, national origin, ancestry, age, ability, or sexual orientation. The City is committed to treating all staff, users, guests, and suppliers with dignity and respect. The City's goal is for the Facility to be equitably accessible to members of the community and create an environment free from any form of harassment, discrimination, or violence.

DEMENTIA-FRIENDLY COMMITMENT In cooperation with Dementia Together, Primrose Studio has been certified as a dementia-friendly business. Our staff has been trained to recognize the signs of dementia and concrete strategies to use in communicating effectively with people living with cognitive impairment in our community.

Cancellation and Rescheduling

RESCHEDULING The User's ability to reschedule a contracted event is at the sole discretion of the Manager and cannot be guaranteed. If a reschedule is permitted, it may be treated as a "Cancellation" of the existing event arrangements and subject to Cancellation policy terms. Previous payments, as described under "Cancellations" below, may be credited to the rescheduled event if new event date is within 6 months of original event date and request for rescheduling is made more than fourteen (14) days before original event date. User will be responsible for paying any other applicable charges for the newly rescheduled date. If the rescheduling expenses exceed the total of User's previous payments, the City shall invoice the User for the difference and the User shall remain personally liable for rescheduling expenses until paid in full.

CANCELLATION BY USER Cancellations must be submitted in writing to the Manager via email and received by the City. Cancellations made less than thirty (30) days prior to scheduled event will result in forfeiture of previous payments plus any additional hard expenses incurred by the City as a direct result of the event, including but not limited to orders placed to third-party vendors. Cancellations made more than thirty (30) days prior to scheduled event will receive a refund of all rental charges but will forfeit the \$50 deposit.

TERMINATION BY CITY

(a) If, prior to the use date(s) provided for herein, the facilities/equipment are destroyed or damaged by fire or other casualty, other than through the fault of the User; or become unavailable or unusable because of a strike, public emergency, or other cause beyond the reasonable control of the City, the City may elect to terminate this Agreement and as such will not be liable to the User for any damages or costs incurred by the User as a result of the termination.

(b) In addition, because the Facility is owned by the City, the City may terminate this Agreement at any time when the venue is required for public necessity or emergency use. In the event of such termination, the City will return the User's deposit (if any) and the User shall only be liable to the City for charges or fees due which relate to use which occurred prior to the time of such termination.

(c) If User or User's guests fail to comply with any provision of this Agreement (a "default"), the City reserves the right to cancel the Event, terminate this Agreement, and pursue any other available legal or equitable remedies.