



COLORADO

Office of Administrative Solutions

Division of Facilities Management
Western District
2800 Riverside Parkway
Grand Junction, CO 81501
970.255.5860

FACILITIES USE AGREEMENT

Date: December 1, 2016

THIS AGREEMENT, made and entered into between Grand Junction Fire Department ("User") and the Colorado Department of Human Services (CDHS); for use of the Sudan building, east wing (12,862 sq ft) located on the Grand Junction Regional Center campus, 2800 Riverside Parkway, Grand Junction, Colorado for the general activity or purpose of Fire Department training.

This agreement will begin May 1, 2017 and terminate upon written 30 day advance notice by either party. For use of the Sudan building, Grand Junction Fire Department hereby offers and agrees to make an in-kind contribution of training services, provided quarterly for the staff at the CDHS, Division of Facilities Management on mutually agreed subject matter.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the User and CDHS hereto agree as follows:

User hereby agrees to utilize the facilities from CDHS, for the activity and purposes of the User training, for the monthly fee, as shown on this agreement, subject to the terms and conditions set forth herein:

1. User will be responsible for locking the building after each use. Training and use will be conducted in a way that does not unreasonably affect the daily operations of the Grand Junction Regional Center, or its programs on the campus. With the exception of electricity, CDHS will not provide any utilities; CDHS will act as a building coordinator and a local point of contact.
2. The User will be solely responsible for the safety of their staff during use of this building and hold the State of Colorado and any of its representatives harmless for any property damage or injuries incurred during building use for training.
3. To the extent authorized by law, the User agrees to indemnify and hold harmless CDHS, its employees and agents, against any and all claims, damages, liability and court awards, including cost, expenses and attorney fees, incurred as a result of any negligent act or negligent omission to act by the User, or its employees, agents, subcontractors or assignees pursuant to the terms of this Agreement.
4. User may not assign or in any way transfer its rights under this Agreement to any other parties. Nothing in this Agreement shall imply any partnership, joint venture, or other association between the CDHS and the User. The User shall have sole responsibility for the content and the conduct of its activities on the CDHS property. The CDHS name shall not be used to suggest co-sponsorship or endorsement of any activity without prior written approval of the CDHS.
5. User agrees that it has inspected the premises and facilities and accepts them in their present condition and shall not alter or change the facilities without written approval of the CDHS and



that at the termination of the Agreement, the premises shall be returned in the same condition as received by the User, ordinary wear and tear excepted.

6. If, prior to the use date(s) provided for herein, the facilities are destroyed or damaged by fire or other casualty or become unavailable or unusable because of cause beyond the reasonable control of the CDHS, then the CDHS may elect to terminate this Agreement and have no further obligation whatsoever hereunder.
7. If any required deposit, monthly fee, or other sum is not paid promptly when due or in the event the User shall violate any of the terms of the Agreement, the CDHS may cancel the Agreement, require User to vacate the premises and the CDHS shall retain all sums received prior to such termination.
8. Food and non-alcoholic beverages may not be sold or distributed in campus facilities without prior written approval from the CDHS.
9. User agrees to abide by all CDHS and state of Colorado rules and regulations covering consumption/selling of alcoholic beverages.
10. User shall maintain in full force and effect during the Agreement dates specified herein, at User's expense, a policy of insurance or evidence of self-insurance providing for liability coverage as follows:
 - a. Additional names insured to include Colorado Department of Human Services and the State of Colorado, as their interest may appear; and,
 - b. Limits of coverage in the amount(s) of:
 - \$150,000 per person and \$600,000 per occurrence, OR
 - 1,000,000,


A certificate of insurance, or statement of self-insurance in the required amounts of coverage, shall be provided to CDHS with original signature of an authorized representative, and shall provide for at least ten (10) days' notice of change in coverage or cancellation. Said certificate of insurance, or statement of self-insurance, must be issued no more than ten (10) days prior to the start of the use provided for herein; and received by the CDHS five (5) days prior to the start of the use provided for herein.


11. The User, its representatives and employees, shall comply with all rules, regulations, and/or laws prescribed by the CDHS for use of facilities, equipment, or services of the CDHS and with all applicable governmental rules, laws, ordinances and regulations.
12. The CDHS reserves the right to assess a commensurate reasonable charge for re-keying locks when keys authorized to be checked out to a User are not returned at the conclusion of this Agreement.
13. The User agrees to comply with all reasonable requests and regulations provided by the CDHS officers and/or representatives regarding health and safety considerations. All state and local laws and ordinances, as well as CDHS regulations concerning health, safety and public order, which are applicable to the use and occupancy of CDHS facilities shall be observed by User, its officers, agents, employees, guests, patrons or invitees.
14. Facilities occupied by User shall, at all times, be under the control of the CDHS, and all personnel from the CDHS shall have the right to enter said facilities on official CDHS matters at any time when so deemed necessary.
15. All general meeting rooms, hallways, restrooms, grounds and other public areas of CDHS facilities are considered to be non-smoking areas.
16. As public entities both User and CDHS understand and agree that neither User or CDHS by the terms of this Agreement are waiving any protections that are applicable for User or CDHS under



the Governmental Immunity Act, C.R.S. 24-10-101, *et seq*, or any other rights, protections, immunities, or limitations on liability provided by law

17. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year first above referenced.

USER: 
By: _____
Print: Gus Hendricks
Title: Fire Training Chief

CDHS: 
By: _____
John Hamler - Facility Manager
CDHS, Western District Facilities Management

