



Preserving the Past, Enriching the Future

P.O. Box 703, Evergreen, CO 80437
(303) 670-0784 www.jchscolorado.org

Terms & Conditions for Use of Heritage Grove

Please read these rules carefully before submitting application and again before signing contract.

Preamble

Heritage Grove comprises nearly three acres of mature Ponderosa pines, many of them more than 200 years old. Among the area's old growth trees, the Grove's are the closest in proximity to Evergreen's center.

The natural history of Heritage Grove makes it a treasure; its legacy in the community is just as rich. Many of the families that shaped Evergreen's history came here for rest and recreation. In the 1890s, the Williams-Douglas family built Camp Neosho (now Hiwan Homestead Museum) here, with canvas tents for overnight guests scattered throughout the Grove. During the 1940s and 50s the Buchanan family made the Grove the center of the 15,000 acre Hereford cattle operation known as Hiwan Ranch.

In the late 1970s, the citizens of Evergreen raised funds to purchase what is now known as Heritage Grove. The land was given to the Jefferson County Historical Society (JCHS), which operates it today and holds it in trust for the community. Heritage Grove is available for rental for selected uses under the following Terms & Conditions, the aim of which is to preserve the Grove for the enjoyment of future generations.

Terms & Conditions

Heritage Grove is a separate entity from Hiwan Homestead Museum, which is owned and operated by Jefferson County Open Space. Any use of Hiwan facilities, including group tours, must be made under separate agreement directly with Museum staff. Please note that the Hiwan Homestead Museum staff is not available to assist with your Event.

Exclusive Use: Heritage Grove is held in public trust by the Jefferson County Historical Society. It is for community use to further non-political causes and interests and for private rentals. The JCHS Board reserves the right to refuse use of Heritage Grove which it deems inconsistent with the Terms & Conditions for Use of Heritage Grove.

Hours and Fees: See *Heritage Grove Rental Fee Schedule*. Fees collected for the rental of Heritage Grove are used for the maintenance of the Grove and to further the mission of JCHS.

Cancellation Fee: There will be a full refund of all fees received if cancellation is received in writing thirty (30) days prior to the Event, in accordance with the specifications contained in the *Heritage Grove Rental Contract*. The cancellation fee, as specified in the *Heritage Grove Rental Fee Schedule*, will be retained if notice of cancellation is received less than thirty (30) days prior to the Event. If inclement weather forces a cancellation and the Event cannot be rescheduled, the fees will be returned.

Damage Deposit: The damage deposit will be returned within ten (10) days if no damage is done. Damage may include, but is not limited to, property damage, failure to leave the premises clean, damage to water or electrical systems, vandalism of facilities, and/or injury to vegetation. The damage deposit may also be applied to additional charges assessed by JCHS, such as failure to vacate the premises on time, remove equipment or trash. If the amount of damage charges exceeds the damage deposit, the Event Sponsor will be billed for the difference. The JCHS Board is solely responsible for determining damage and assessing the charges.

Liability Insurance: All organizations and individuals wishing to use Heritage Grove must furnish evidence of liability insurance which is considered by JCHS to be sufficient based on the size and scope of the Event. Proof of such insurance must be presented in order to execute the *Heritage Grove Rental Contract*.

Scheduling: JCHS will not schedule Events to take place concurrently. Events with more than 200 in attendance will be scheduled no less than three weeks apart. Smaller Events may be scheduled between larger Events.

Set-Up and Breakdown: For Events exceeding one day, set-up may take place the day prior. All booths, canopies, tents and equipment must be removed prior to 7PM of the last day of the Event *unless otherwise agreed with a JCHS representative*. Clean-up, removal of dumpsters and portable toilets must be completed by *noon the day following the Event*, after which time an inspection by a JCHS representative will be conducted.

Parking: Use of the paved parking areas in front of the Grove is provided courtesy of Jefferson County Open Space; the east side (downhill) of the paved parking is owned by the Lutheran Church of the Cross, requiring the Event Sponsor to contact the Church (303 674-4130) to arrange for its use. The Event Sponsor is responsible for traffic control and shall coordinate with the Sheriff's Department if parking to accommodate attendees is likely to exceed paved parking areas' capacity. No parking is allowed along Timbervale Drive, except for Hiwan Homestead Museum staff's, JCHS volunteers' and Event officials' vehicles displaying a parking permit on the dashboard. Overnight parking is prohibited. Any exceptions to the parking policies must be noted in the *Heritage Grove Rental Contract*.

Raffles: Raffles & other forms of fundraising shall be in accordance with state and local laws. JCHS will assume no responsibility for the legal conduct of these events.

Telephone: No telephone service is available in the Grove and Event Sponsors may not use Hiwan Homestead Museum's telephones, except in an emergency, or by prior written agreement.

Electric: Electrical service outlets are available in the Grove. On request, JCHS can provide specifics.

Pavilion Use: The use of the Heritage Grove Pavilion is included in Grove rental.

Cooking Grills: Contained gas and electric grills are allowed only with permission granted by JCHS prior to the Event. Grills must be extinguished and removed at the end of the Event. In periods of high fire danger, grills may be banned or relocated from the Grove. JCHS reserves the right to prohibit use of grills at any time to ensure the protection of Heritage Grove. All other fire sources are banned from the Grove (see Prohibitions).

Prohibitions

The following are specifically prohibited in Heritage Grove:

- Cigarette, cigar or pipe smoking; open flames, fires, fireworks (permission to use gas or electric grills must be obtained).
- Firearms.
- Dogs or other animals during any Event (written exception may allow).
- Any and all items that would or could pierce the bark of trees (ropes may be attached in a manner that protects the tree from damage).
- Stakes or any items that may create holes in the ground, relocation of rocks on the premises, picking flowers or plants, removing branches from any trees or shrubbery.
- Straw, hay, grass, etc. may not be used as a ground cover. Wood chips or shavings may be distributed as required by inclement weather. Event Sponsor is responsible for their removal after the Event.
- Obstruction of paved walkways in part or in whole (written exception may allow).
- Any vehicles, animal drawn or motorized (written exception may allow but if ground is wet, the exception is void.)
- Camping.
- Sale and/or consumption of alcoholic beverages (written exception may allow consumption at private Events; signed permission slip required).
- Music or sound system that disturbs the surrounding neighborhood (JCHS reserves the right to shut off power to the sound system if deemed necessary).
- Rice, grass seed and/or confetti of any type are not allowed anywhere on Grove or Hiwan grounds (birdseed may be allowed with permission).
- Admission fees (fees for a special feature such as a side show may be permissible if that is not the main feature of the Event; pre-approval and written confirmation with JCHS required).

Event Sponsor Shall

- Enforce all Prohibitions (stated above) with and among Event attendees, vendors, etc.
- Provide security during the Event.
- Furnish all equipment required for the Event.
- Place and maintain 'No Dogs' and/or 'No Smoking' signs throughout the Event.
- Provide, place and service trash and recycling receptacles in the Grove and restrooms to control trash and debris generated by the Event. All trash left overnight shall be in closed metal bins.
- Remove and properly dispose of all trash/debris/wood chips or shavings and recyclables and their receptacles after the Event.
- Events lasting more than 1 day for groups in excess of 1,000 require a minimum of three portable toilets and dumpsters with a minimum capacity of sixteen cubic yards.
- Maintain the rest rooms in a clean & orderly manner throughout the Event and leave them tidy.
- Provide adequate safety precautions, basic first aid equipment, and inform key personnel regarding procedures for dealing with accidents. The Event Sponsor is responsible for any accidents that occur to guests and staff while in attendance at the Event.
- Limit activity, including music and sound systems, to 9:00 a.m. to 5:00 p.m. (written exceptions may allow).

Compliance

Failure to comply with the *Terms & Conditions for Use of Heritage Grove* and/or the *Heritage Grove Rental Contract* may lead to termination of the Event. If this occurs, fees and deposits will not be refunded; these will be applied to charges for failure to comply with Grove use policies, injury or damage to the facilities. Should a JCHS Representative determine that the Event is not being conducted in accordance with the *Terms & Conditions for Use of Heritage Grove* and/or the *Heritage Grove Rental Contract*, or that the Event is out of control, the Event Sponsor and its guests will be asked to clean up and leave the premises as soon as possible. In the event of a disagreement or any obstruction, a JCHS Representative may call the Sheriff's Department for assistance.



Heritage Grove Rental Fee Schedule

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Rates are for non-profit organizations; organizations hosting not-for-profit Events; and individuals.
 JCHS members in good standing for one year receive a 10% discount off the per day rental fee.

<i>Event Attendance</i>	<u>50 or less</u>	<u>up to 100</u>	<u>up to 200</u>	<u>up to 500</u>	<u>over 500</u>
<u>Per Day</u> Rental Fee	\$75	\$150	\$300	\$500	\$1,000
<i>Damage Deposit</i>	\$350	\$350	\$350	\$500	\$500
<i>Deposit/ Cancellation Fee</i>	\$75	\$150	\$150	\$250	\$500

Important Notes:

The **Rental Fee** quoted is PER DAY. See below for maximum usage hours, including set-up, for Events in Heritage Grove.

The **Damage Deposit** may be adjusted by JCHS based on type of activity and length of rental time. Upon the conclusion of the Event and if no damage is determined, the damage deposit will be refunded.

The **full Rental Fee, Damage Deposit** and proof of adequate liability insurance must accompany the Contract, which must be received at least 30 days prior to the Event.

The **Deposit/Cancellation Fee** must accompany the Application. This amount will be applied to the Rental Fee. If the Event is canceled in writing 30 days or more prior to the Event, the Deposit/Cancellation Fee will be refunded in full.

Standard Event Hours:

Standard hours for Events in Heritage Grove are between 9 a.m. and 5 p.m. (written exceptions may be allowed).

For one-day Events, set-up may begin at 7 a.m. and clean up must be finished by 7 p.m.

For multi-day Events, Event Sponsors are allowed one (1) day preceding the Event for set-up. This set-up day is provided free of charge; activity must be completed by 7 p.m. Booths and equipment must be removed by 7:00 p.m. on the last day of the Event. Event Sponsors are fully responsible for clean-up, including removal of trash, recyclables, portable toilets, dumpsters, etc., which must be completed by noon following the last day of the Event. Failure to observe these requirements may result in retention of damage deposit.



Heritage Grove Rental Application

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_____ requests permission to rent Heritage Grove on the dates and times stated below and for the applicable fees stated in the **Heritage Grove Rental Fee Schedule**. Use of the Grove is subject to the provisions stated in the **Terms & Conditions for Use of Heritage Grove**.

Type of Event: _____ Estimated daily attendance: _____

Dates and hours of Event: _____

Dates and hours of set-up: _____

Please indicate if you intend to use: Heritage Grove Pavilion Electrical Outlets Gas or Electric Grills
(JCHS permission required)

Please detail any other special requirements: _____

Deposit: The deposit, as specified in the *Heritage Grove Rental Fee Schedule*, must accompany this application. The deposit will be applied to the full rental fee. If the Event is canceled in writing 30 days or more prior to the scheduled Event, the deposit will be refunded in full. *Make checks payable to the Jefferson County Historical Society.*

The **Rental Fee** and **Damage Deposit**, as specified in the *Heritage Grove Rental Fee Schedule* along with proof of adequate liability insurance must accompany the *Heritage Grove Rental Contract*, which must be received at least 30 days prior to the Event. The Damage Deposit will be refunded within 10 days following the Event if no damage has occurred. *Make checks payable to the Jefferson County Historical Society.*

Cancellation: There will be a full refund of the deposit if cancellation is received in writing thirty (30) days prior to the Event. The cancellation fee, as specified in the *Heritage Grove Rental Fee Schedule*, will be retained if notice of cancellation is received less than thirty (30) days prior to the Event. If inclement weather forces a cancellation and the Event cannot be rescheduled, the fees will be returned.

Signature of person responsible for all payments _____ Date _____

Event Sponsor Name (please print): _____

Address: _____

Telephone numbers (please indicate home/work, day/eve.): _____

Please mail application and deposit to: Jefferson County Historical Society
Attn: Grove Events Chair
P.O. Box 703
Evergreen, CO 80437

For questions or to check on available dates, please call 303-670-0784.

Upon approval of this application, a contract will be executed.



Heritage Grove Rental Contract

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The Jefferson County Historical Society (JCHS) agrees to permit _____
(the Event Sponsor) to use Heritage Grove on the dates and times stated below subject to: 1) payment of the fees as stated
in this contract; and 2) the Event Sponsor's compliance with the Terms & Conditions for Use of Heritage Grove.

Type of Event: _____ Estimated daily attendance: _____

Dates and hours of Event: _____

Dates and hours of set-up: _____

Full payment of the following fees must accompany this contract :

Rental Fee (less \$ _____ deposit received _____) \$ _____
Damage Deposit \$ _____

Total Due \$ _____ (payable to Jefferson County Historical Society)

Proof of Liability Insurance: All organizations and individuals wishing to use Heritage Grove must furnish evidence of
adequate liability insurance.

Cancellation: There will be a full refund of the deposit if cancellation is received in writing thirty (30) days prior to the
event. A cancellation fee, as specified in the Heritage Grove Rental Fee Schedule, will be retained if notice of
cancellation is received less than thirty (30) days prior to the Event. If inclement weather forces a cancellation and the
Event cannot be rescheduled, the fees will be returned.

The **Damage Deposit** will be refunded within 10 days following the Event if, as determined by the JCHS representative
and according to the specifications detailed in the Terms & Conditions for Use of Heritage Grove, no damage has
occurred.

If JCHS and the Event Sponsor have mutually agreed to any **Exceptions** to the policies stated in the Terms & Conditions
for Use of Heritage Grove, those exceptions must be attached to this contract.

I have read, understand and agree to requirements stated in this contract and to the provisions stated in the Terms &
Conditions for Use of Heritage Grove. _____ (please initial).

Signature of person responsible for all payments _____ Date _____

Event Sponsor Name (please print): _____

Address: _____ Tel: _____

JCHS Representative signature _____ Date _____

Please return to: Jefferson County Historical Society
Attn: Grove Events Chair
P.O. Box 703, Evergreen, CO 80437