

**Policies and Procedures for the
Use of the Breckenridge Grand Vacation Community Center and Summit County South Branch
Library Meeting Room Facilities**

See Also: Fee Policies and Procedures Dated February 12, 2015

I. Purpose. The purpose of these policies and procedures is to establish guidelines regarding the use of the meeting room facilities of the Breckenridge Grand Vacation Community Center and Summit County South Branch Library (the “Center”).

II. General Policy. It is the policy of the Town of Breckenridge Council (the “Town”) and Board of County Commissioners of Summit County, Colorado (the “County”) to promote the use of the Center’s meeting rooms (the “Meeting Rooms”) by governmental and quasi-governmental organizations and for meetings related to government or civic operations and issues. Use and operation of the Meeting Rooms is specifically subject to the 103 South Harris Street Building Lease and the South Branch of the Summit County Library at the Breckenridge Grand Vacations Community Center Operational Plan, dated January 9th, 2015, as it may from time to time be amended (the “Lease and Plan”). These policies supersede any existing policies and procedures for the Center. The County and Town reserve the right to change the hours for meeting room use and any other policies set forth herein.

III. Facilities Available to the Public. The Center’s Meeting Rooms shall be available for use from 8 am – 8 pm Monday through Sunday for noncommercial use by the general public, including: public or private nonprofit organizations, civic organizations, religious groups, community oriented groups, and residents of the Town of Breckenridge and Summit County. Meetings or activities that extend beyond these operating hours require an exemption by special action by the County Manager or his/her designee.

Meeting Room users may not conduct any illegal activities on the premises nor may users engage in activities which, in the opinion of the County and Town, create excessive noise or other disturbances, or risk of injury to persons or property. Provided, nothing herein shall be deemed to create a duty on the part of the County or Town to inspect, police, or otherwise regulate the activities conducted on the premises. In no event shall any use disrupt, interfere or impede the operations in the Center.

A complete description of the Meeting Rooms, seating capacity, and available equipment may be obtained online at SummitCountyLibraries.org or from the South Branch Library circulation desk located at 103 South Harris Street.

IV. Applications for Use and Reservations. All applications and reservations for the use of the Meeting Rooms must be made through the South Branch Library staff, County Manager’s Office or through the online reservation system located at SummitCountyLibraries.org. Phone reservations may be made by calling the South Branch Library at (970) 453-3544 or the County Manager’s Office at (970) 453-3456, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. First time applicants for use of the Meeting Rooms other than County or Town users must complete an Application for the Use of County Facilities and User Agreement (“Application”). The Application must be submitted in person or via email (SBLadmin@summitcountyCO.gov) for approval to the South Branch Library no more than six (6) months and no less than seven (7) days in advance of the event. Approved Applications will be kept on file at the South Branch Library. Applicants must update the information in their Application annually. Subsequent reservations by previously approved users of the facilities may be made by phone or online no more than six (6) months and no less than two (2) days prior to the event.

Organizations other than the Town, County and Center tenants reserve space with the understanding they may be asked to find alternate meeting space if a Town or County department requires use of the facility. A minimum of two weeks notice will be provided, and the Town or County will endeavor to relocate the reserved event to another Town or County facility.

V. Scheduling.

All scheduling of the Meeting Rooms will be done on a first come first served basis subject to the scheduling priorities stated in the following scheduling cycle:

- A. The County may reserve available meeting rooms, including the kitchen facility, at any time up to eight (8) months in advance of the date of their planned event/use. The County may only schedule meeting room space under the scheduling system specified herein for actual events, and may not reserve scheduling segments if no use is currently planned for that time period. The County shall have the right to pre-schedule and use the meeting room(s) up to twenty-five percent of any eight month period in accordance with the terms of the Lease and Plan.
- B. The Town may reserve available meeting rooms, including the kitchen facility, at any time up to seven (7) months in advance of the date of its planned event/use. The Town may only schedule meeting room space under the scheduling system specified herein for actual events, and may not reserve scheduling segments if no use is currently planned for that time period.
- C. All users may reserve available meeting rooms, including the kitchen facility, up to six (6) months in advance of the date of their planned event/use.

Hours of Operation: The meeting rooms are available for use from 8 AM to 8 PM. Any additional use must be approved in advance by the County manager and may incur additional fees to cover staff time.

VI. Fees. The Town and County reserve the right to establish fees for the use of the Center meeting room facilities and equipment. Fees shall be paid prior to the event or within 30 days of receipt of an invoice. Any user failing to pay for the use of the Center's meeting room facilities or for damages assessed by the County will be denied future use of any County or Town meeting room facilities until all accounts are paid in full.

- A. The Meeting Rooms and Center's kitchen facilities will be provided free of charge for the following user groups:
 - a. Town and County departments or divisions;
 - b. Town and County funded organizations;
 - c. Organizations leasing space in the building.
- B. The Meeting Rooms and Center's kitchen facilities will be provided for an HOURLY FEE (See Fee Policies dated 2/12/15) to all other approved users.
- C. If additional costs are incurred, such as custodial services, employee overtime, or utility costs, the County will assess the organization a charge based on the County's cost.
- D. Payment for any applicable use fee must be made by check separately from any applicable key and damage deposit. All checks should be made payable to "Summit County Government."
- E. Special Requests for exemptions from this section must be submitted to the County or Town Manager at least one (1) month prior to the scheduled event. The County and Town reserve the right to deny any request.

VII. Key and Damage Deposit. In addition to the Center's fees discussed above, a damage deposit in the amount of One Hundred Dollars (\$100.00), or Three Hundred Dollars (\$300.00) for events involving alcohol, will be charged to all users unless specifically exempted by the County Manager or his/her designee. Payment for the "damage deposit" must be made by check separately from any applicable usage fee. All checks should be made payable to "Summit County Government."

VIII. Audio-Visual Equipment. Limited access to certain County/Town-owned equipment located in the Center is available for use by applicants.. Applicants must request equipment at the time the room is reserved. No training or technology support is provided along with the equipment. Basic "how-to" information may be available from County staff during normal South Branch Library operating hours. Additional AV services and technology support must be obtained by an appropriate third-party provider. The County may require a deposit or fee for the use of County/Town-owned equipment. The applicant must provide supplies for the equipment. The County and Town will not be responsible for supplies. Users will be responsible for the reasonable cost of repair or replacement for any equipment that is lost or damaged.

IX. Kitchen. Use of the Center's kitchen facilities are subject to the following requirements:

- A. Any use of the Center's kitchen facilities is prohibited unless such use was specifically applied for by the user and authorized by the County.
- B. All applicants who use the kitchen agree to complete a kitchen check-out list detailing the condition of all equipment, cleanliness, and professional procedures for kitchen closure.
- C. The applicant must bring in all food.
- D. No access to refrigeration or freezer space is permitted outside the hours the user has reserved the space.
- E. The kitchen must be left in an orderly, clean and sanitary condition as detailed in the kitchen check-out list.
- F. Kitchen use must be conducted in compliance with all applicable state and local laws, rules and regulations.
- G. Any violations of kitchen policies may result in additional charges to the applicant.

X. Clean-up. The Center (including kitchen facilities, Meeting Rooms, bathrooms and common areas) must be returned/left in an orderly, clean and sanitary condition and must be approved by the South Branch Library Manager or his/her designee or the key and damage deposit will be forfeited. Further, any costs not covered by the damage deposit for clean-up of the Center will be charged to the user. This includes emptying full trash containers, emptying full recycle bins, sweeping major litter or food debris off floors, sanitizing tables, and replacing all tables, chairs and equipment according to the room layout diagram.

XI. Cancellation. Cancellations by users must be reported as soon as possible to the South Branch Library staff or County Manager's Office during regular business hours. Failure to notify the South Branch Library or County Manager's Office at least forty-eight (48) hours prior to the scheduled event will result in forfeiture of any fees already charged and may result in the loss of any future reservations the organization may have. Users which fail to appear for a scheduled event and fail to cancel such event are not entitled to a refund of any fees already charged and may lose any future reservations that the organization has.

XII. Emergency. In the event of an emergency or energy conservation program, the County and Town reserve the right to withdraw the use of the facilities for all use other than official Town and County use.

XIII. Indemnification. The applicant, by signing the Application for Facility Use and User Agreement, agrees to indemnify the County and Town for all claims arising out of the applicant's use of the Center, including personal injury, bodily injury, and property damage claims. The applicant agrees to return County/Town-owned property to the County/Town in the same condition as the property was received prior to use, including without limitation, picking up litter and other materials. Groups and organizations will be held responsible for any damages to the County/Town property and must report such damage to the South Branch Library staff. Private property brought onto County or Town grounds is the sole responsibility of the owner. The County and Town assume no responsibility for damage to or loss of private property or for personal injury that may occur on County or Town property.

XIV. Insurance. As a precondition for use of any Meeting Room for a gathering or event at which alcoholic beverages have been approved by the County to be served, the user shall carry, at its own expense, in reliable insurance companies satisfactory to the County and authorized to do business in the state of Colorado, comprehensive and liability insurance coverage with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit for all personal injury or property damage resulting from any one occurrence including broad form property damage and personal injury liability insurance coverage. Prior to the scheduled event or gathering, the user shall deliver to the County Manager's Office certificates in a form acceptable to the County evidencing the existence of the insurance provided for the above criteria. The County and Town shall be named as an additional insured parties on such certificate.

XV. Non-Discrimination. Center facilities shall be equally available and accessible to all persons without regard to race, color, creed, national origin, religion, sex, political ideology or any other similar factor.

XVI. Supervision. Adult Supervision must be provided in all rooms where those under 18 are present. For youth activities it is recommended that there be at least one adult for every fifteen (15) youths present.

XVII. Violations and Misrepresentation. The County or Town may cancel any use of the Center's facilities at any time if the reserving party violates any policy herein or misrepresents the nature of the group to the County or Town. Any such violation or misrepresentation may also result in the denial of any future use.

XVIII. Denial of Request. The County and Town reserve the right to refuse approval for the use of the Meeting Rooms by any user or user group when it is deemed that such action is necessary and in the best interest of the County. The use of the Meeting Rooms may also be denied for the following reasons:

- A. Requested activity would block building access or walkways, or interfere with the ongoing operation of the Center or official County or Town business;
- B. Proposed activities are inappropriate for the size or physical features of the Center or the Meeting Room(s) to be utilized will either be denied or rescheduled;
- C. Prior misuse or abuse of privilege to use any County or Town buildings, facilities, or equipment may result in denial of future use to any individual user or user group;
- D. Any activities deemed to be a threat to or unacceptably compromise the public health, safety, security and general welfare, or the efficient and safe operation of the Center;
- E. No commercial activities will be permitted, space will not be reserved to any business for the purpose of making a profit;
- F. Failure to follow the policies and procedures established by the County or Town.

XIX. Tobacco. Tobacco use is prohibited in the Center and in the immediate vicinity of the entrances and open windows to the Center. Smoking areas may be provided outside the building, as designated by the Town or County.

XX. Alcohol. Consumption of alcoholic beverages in or around the Center is **prohibited** unless specifically authorized by the County. Alcoholic beverages may be served at the Center with the prior approval of the County Manager or his/her designee, and in accordance with all applicable state laws and requirements of the County and Town.

Approval to serve alcoholic beverages must be requested at the time the room is reserved and preferably not less than 3 months prior to the event. Users serving alcohol may be required to provide additional security at the user's expense.

Approval requires 1) Proof of indemnification and 2) Proof of insurance as set forth in Section XIII 3) Completion and submission of Request for Approval of Alcohol Use form 4) If liquor will be sold a Special Event liquor license may be required, details of which can be provided by the Town of Breckenridge Clerk.

XXI. Food and Beverages. Food and non-alcoholic beverages may be served in the facilities provided that the user is responsible for all cleanup of the room. When additional costs are incurred by the County or Town for custodial services, they will be charged to the user as provided in Section X.

XXII. Bicycles. No bicycles are allowed in the Center or any meeting room facility reserved for use. Bicycle racks are available on the property.

XXIII. Skis, Skateboards, Ski Boots, Snowboards, and In-line Skates. Skis and snowboards are prohibited in the Center. Ski boots, skateboards and in-line skates may not be used or worn inside the Center or meeting room facilities and must be removed before entering.

XXIV. Animals. All animals are prohibited from being brought into the Center unless specifically allowed by the County or Town Manager or his/her designee. This exclusion does not apply to patrol dogs accompanying security or police officers, or guide and service animals accompanying blind, visually impaired, deaf, partially deaf, and otherwise physically disabled persons, or being trained for such service, or for special programs with the Summit County Animal Control Department.

XXV. Vendor/Solicitation. Other than Center tenants and those vendors or solicitors working with Center tenants vendors or solicitors may not display, sell or solicit for the purpose of selling to Center employees or the public, any goods or services at the facility unless prior approval is obtained from the County or Town Manager or his/her designee.

XXVI. Loitering. Loitering at the Center is prohibited.

**Fee Policies and Procedures for the
Use of the Breckenridge Grand Vacation Community Center and Summit County South Branch
Library Meeting Room Facilities**

I. Purpose. The purpose of these policies and procedures (“Fee Policy”) is to establish guidelines regarding the charging of fees for the meeting room facilities of the Breckenridge Grand Vacation Community Center and Summit County South Branch Library Meeting Room Facilities (the “Center”).

II. General Policy. It is the policy of the Town of Breckenridge Council (the “Town”) and Board of County Commissioners of Summit County, Colorado (the “County”) to promote the use of the Center’s meeting rooms (the “Meeting Rooms”) in a manner that makes such facilities available to various aspects of the Town of Breckenridge and Summit County Communities, and still presents a viable fiscal means of defraying the costs of operation of the facility. Accordingly, the Meeting Rooms in the Center shall be made available for use, subject to the fee schedule set forth below, by all members of the general community, including without limit County departments, County sponsored organizations, various civic and community based groups, as well as private organizations and personal functions, subject to availability, and for meetings related to government or civic operations and issues. Use and operation of the Meeting Rooms is specifically subject to the 103 South Harris Street Building Lease and the South Branch of the Summit County Library at the Breckenridge Grand Vacations Community Center Operational Plan, dated January 9th, 2015, as it may from time to time be amended (the “Lease and Plan”). These policies supersede any existing policies and procedures for the Center.

III. Facilities Available to the Public. The Center’s Meeting Rooms shall be available for use from 8 am – 8 pm Monday through Sunday for noncommercial use by the general public, including: public or private nonprofit organizations, civic organizations, religious groups, community oriented groups, and residents of Summit County. All meetings or activities require a key and damage deposit and those that extend beyond normal business hours require an additional key deposit unless exempted by the County Manager or his/her designee.

Meeting Room users may not conduct any illegal activities on the premises nor may users engage in activities which, in the opinion of the County and Town, create excessive noise or other disturbances, or risk of injury to persons or property. Provided, nothing herein shall be deemed to create a duty on the part of the County or Town to inspect, police, or otherwise regulate the activities conducted on the premises. In no event shall any use disrupt, interfere or impede the operations of the Center.

A complete description of the Meeting Rooms, seating capacity, and available equipment may be obtained online at SummitCountyLibraries.org or from the South Branch Library circulation desk located at 103 South Harris Street.

IV. Fees.

- A. Fee Policy. The County and Town will continue to, from time to time as deemed necessary, establish fee rates for the use of the Center facilities and equipment. Fees shall be paid prior to the event or within 30 days of receipt of an invoice. Any user failing to pay for the use of the Center’s meeting room facilities or for damages assessed by the County will be denied future use of any County or Town meeting room facilities until all accounts are paid in full.
- B. Fee Schedule. Standard fees for use of the Meeting Rooms shall be charged in accordance with Figure 1 below, at the following general rates, in accordance with the user group classifications, and/or the nature of the use contemplated, and scheduling time:

Type of Group/Events	Examples	Hourly Room Fee:
County and Town Organizations	Town Council or County Commissioner meetings, County or Town staff training; Manager’s Meetings; Vote Center	No Charge
County or Town Funded Organizations	Breckenridge Music Festival, Family and Intercultural Resource Center, Summit Community Care Clinic, Keystone Science School	No Charge
BGVCC Tenants	BHA, Summit Foundation, Breck Film Festival, Yellow Arrow Coffee, Speakeasy Theatre	No Charge
Community and Civic Organizations and Non-profit Organizations outside of Summit County	Community Events; Governmental Organizations; Educational Programs; public health trainings or events; events which are primarily intended to provide a direct public benefit to the Town of Breckenridge and Summit County communities, its residents and visitors	Hopefull/Discovery Room -\$25/hour (includes kitchen) Tip Top Room - \$10/hour
Other Organizations and Private Events	Campaign activities; HOA’s; Owners/Shareholders Meetings; Private Parties; Weddings No use or rental allowed for any business for the use purpose of engaging in commercial, profit-making activities	Hopefull/Discovery Room -\$50/hour (includes kitchen) Tip Top Room - \$10/hour Subject to availability, with priority given to the other categories herein.

The determination as to the type of group any user is categorized in, and the fee rate assigned to that group, shall be made by booking staff based upon analysis of the function of the subject group and the nature of the event proposed, in light of all available information including the representations made by users in their request for use. This Center shall be equally available and accessible to all persons without regard to race, color, creed, national origin, religion, sex, political ideology or any other similar factor. Said determination shall be implemented in a content neutral manner without any distinction based upon the political, religious, or social philosophies of the user.

C. *Definitions:* for the purpose of this Fee Policy, and the fee schedule set forth in Figure 1 above, the following definitions shall apply:

1. **Campaign Events/Fundraisers** – any event from a political party, candidate for public office, or elected official that is conducted for the direct or indirect purpose of raising funds for campaign purposes, for political rallies, or other activities not directly related to the governmental role of such elected official. In order to fully comply with the Colorado Fair Campaign Practices Act, C.R.S. §1-45-101, et. seq., avoid the appearance of County endorsement or favoritism of any political content, and minimize the chance of abuse and the risk of imposing upon an unwilling audience, any event by any elected official or political party conducted within three months of a general election, or within the period between a primary election and a general election, shall be automatically classified as a campaign event, and fees for such event shall be charged accordingly.
2. **Community and Civic Groups** – any group which has a focus of providing any non-commercial services, benefits, education or some other direct relationship to the immediate needs and interests of the Town of Breckenridge or Summit County communities at large, its residents and visitors, including without limitation events held by religious organizations, educational entities, local political parties, and public health organizations, provided said events are not conducted for any commercial or

for profit purposes or means, and are not considered to be campaign events. This category may include non-profit organizations/events, which are primarily intended to provide a direct public benefit to the Town of Breckenridge or Summit County communities, its residents and visitors.

3. **County and Town Organizations**– shall mean the Town of Breckenridge and Summit County Government, including any Department, Division, or direct agent or representative of the Town of Breckenridge or Summit County Government, or any group under the administrative control and discretion of the Town of Breckenridge or Summit County Government, including by means of example but not exclusion the Town Council, Board of County Commissioners, any Town or County Planning Commission, the Summit County Sheriff’s Office or any sub-group or task force administrated by the Sheriff’s Office, any other Summit County Government elected office.
4. **County and Town Funded Organizations** –shall mean any organizations receiving direct funding or other direct sponsorship and/or support from the Town of Breckenridge or Summit County Government, including without limit the Summit County Community Care Clinic, Breckenridge Creative Arts, Early Childhood Options, Mind Springs Health, or other such groups carrying on tasks of some public nature at the direct or indirect behest of the Town or County.
5. **Governmental Organizations** – shall reference any governmental organizations that are not either County Organizations or County Sponsored Organizations, including without limitation other Town Governments, the Summit School District, any other Special District, any Divisions or Departments of the of the State of Colorado, including the Colorado Department of transportation and the Colorado State Patrol, and any elected official conducting any event for the purposes of discussing governmental matters with their constituents, that is not intended for or defined as a campaign or fundraising event.
6. **Private Events** – any event that is neither Town or County funded or administered, that also does not qualify as a community/civic event, or conducted by any group not deemed to be a community/civic group, and that is held for purposes of private enjoyment, such as wedding celebrations or family reunions.

D. *Additional charges.* In addition to the general use fee rates set forth in Figure 1 above, any user of the Meeting Rooms is responsible for all costs and responsibilities of setting up and breaking down said rooms for the use contemplated, and County and Town reserve the right in any circumstance to charge any use its actual costs for additional event services, provided by County or Town directly or through the use of a third party contractor, for any user, including the following:

1. Meeting room set up;
2. Meeting room break down and/or cleaning;
3. Kitchen management or clean up;
4. A standard rate for significant use of kitchen facilities;
5. Audio/Visual and/or Technology equipment, training, and/or service
6. Parking attendants or special uses of parking lot
7. Additional staffing demands;
8. Security;
9. Damage to any Meeting Room equipment, fixtures, or the facility itself;
10. All other costs incurred as a result of the use of the Meeting Room, beyond standard wear and tear of such Meeting Rooms or incidental expenses in the operation thereof (i.e., standard utility costs, regularly scheduled cleaning, etc.).

E. *Waiver requests.* All fees shall be charged based upon the classification of the User group made by the County, in accordance with Figure 1 and the user group definitions set forth above. Any group may, however, apply directly to the Summit County Manager’s Office for, a forbearance of part or all of the fees charged, or for reconsideration of the user group category that such group was initially placed in for purposes of determining the proper rate of

fees. All such forbearance requests must be made at least one (1) month prior to the scheduled event, in writing, directly to the Summit County Manager's Office and no more than 7 days after such group is notified by the County of the fee determinations made for any scheduled use of the facility.

V. Denial of Request. The County and Town reserve the right to refuse approval for the use of the Meeting Rooms by any user or user group when it is deemed that such action is consistent with these policies, necessary and in the interest of the public health, safety and welfare. The use of the Meeting Rooms may also be denied for the following reasons:

- A. Requested activity would block building access or walkways, or interfere with the ongoing operation of the Center or official County or Town business;
- B. Proposed activities are inappropriate for the size or physical features of the Center or the Meeting Room(s) to be utilized will either be denied or rescheduled;
- C. Prior misuse or abuse of privilege to use any County or Town buildings, facilities, or equipment may result in denial of future use to any individual user or user group;
- D. Any activities deemed to be a threat to or unacceptably compromise the public health, safety, security and general welfare, or the efficient and safe operation of the Center;
- E. No commercial activities will be permitted, space will not be reserved to any business for the purpose of making a profit;
- F. Failure to follow the policies and procedures established by the County or Town.

VI. Relationship between Fee Policies and Procedures for the Use of the Breckenridge Grand Vacation Community Center and Summit County South Branch Library Meeting Room Facilities, and overall Center Policies.

- A. This Fee Policy is intended to supplement, and be read and interpreted in conjunction with rather than in abrogation of, any policies and procedures as set forth in the general Policies and Procedures for the Use of the Breckenridge Grand Vacation Community Center and Summit County South Branch Library Meeting Room Facilities ("General Policy"), previously adopted by the County and Town and remaining in effect. All other terms and conditions of that Policy, are hereby reaffirmed and shall remain in full force and effect. Nevertheless, to the limited extent that the terms and conditions of this Fee Policy are deemed to be unavoidably inconsistent with the terms and conditions of the General Policy on matters directly pertaining to the setting of and imposition of fees for use of the Meeting Rooms, the specific provisions contained in this Fee Policy shall control and prevail as to such particular issues.
- B. General Policies on Use. All general policies related to the use of the Meeting Rooms as set forth in the General Policy, including without limit Section IV - Applications for Use and Reservations, Section V – Scheduling, Section VII -- Key and Damage Deposit, and Section IX -- Kitchen, shall remain in full force and effect and compliance with such policies shall continue to be absolute conditions of all use of the Meeting rooms.
- C. If any provision of this policy is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not invalidate this ordinance in its entirety, and to this end the provisions of this ordinance are declared to be severable.