

**Department of Military and Veterans Affairs
Regulation 210-3**




**Rental of
Armories/
Readiness
Centers**

**The Adjutant General
Centennial, Colorado
February 2014**

UNCLASSIFIED

RENTAL OF ARMORIES/READINESS CENTERS

By Order of the Governor:


H. MICHAEL EDWARDS, Maj. Gen., COANG
The Adjutant General

History: This publication was originally an Army National Guard Pamphlet for rental of armories.

Summary: This pamphlet establishes policies and procedures for rental of certain Colorado Army National Guard (COARNG) Armories and Readiness Centers, which are owned and managed under the Department of Military and Veterans Affairs (DMVA). It provides necessary forms and instructions for outside individuals, groups and agencies to use these state owned DMVA facilities.

Applicability: This pamphlet applies to all DMVA facilities that can be made available for public use. This includes armories/readiness centers not located on a federal installation, such as Buckley AFB, Ft. Carson, or the United States Air Force Academy.

Proponent: The proponent agency for this pamphlet is the DMVA, Office of the Deputy Executive Director.

Supplementation: Local supplements to the pamphlet are not authorized without prior approval of DMVA.

Suggested Improvements: Comments or suggestions for improvement of this pamphlet should be sent to the Colorado Department of Military and Veterans Affairs, ATTN: Resource Director, 6848 S. Revere Parkway, Centennial, Colorado 80112.

Distribution and Restrictions: Each major subordinate command and each armory.
Local reproduction authorized.
Public release authorized.
Online publishing authorized.

Note: Interagency use is not covered by the document. Requests for normal and emergency use of COARNG facilities by other DoD components, and local/state/federal government agencies should contact the Colorado National Guard Joint Operations Center (JOC) at 720-250-1290.

This pamphlet supersedes all Colorado Department of Military and Veterans Affairs guidance on rental of armories/readiness centers dated prior to 1 February 2014.

**STATE OF COLORADO
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
6848 SOUTH REVERE PARKWAY, CENTENNIAL, COLORADO 80112-6709**

1 September 2013

ARMORY/READINESS CENTER RENTAL PROGRAM

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CHAPTER I **GENERAL PROVISIONS**

1-1. Purpose:

This pamphlet:

- a. Prescribes the policies and procedures for rental/use of DMVA facilities within the State of Colorado. It establishes responsibilities and fees where applicable.
- b. Provides necessary forms and instructions for use of DMVA facilities.

1-2. References:

Colorado Revised Statutes 28-3-106 and NGR 5-1, Chap. 6-1.

1-3. Definitions:

- a. Permitter. The Colorado Department of Military and Veterans Affairs.
- b. Renter. The organization or individual(s) using the facility.
- c. Armory/Readiness Center. A facility owned by the State of Colorado primarily for the use of Army National Guard units.
- d. Building Manager. An individual appointed to oversee the building as determined by the unit commander or administrative officer (AO).
- e. CONG. Colorado National Guard
- f. COARNG. Colorado Army National Guard
- g. COANG. Colorado Air National Guard
- h. DMVA. Department of Military and Veterans Affairs
- i. CFMO. Construction and Facilities Management Office
- j. Non-profit/community activity. An activity or event that benefits the community-at-large and for which the organization or individual hosting the event receives no profit. Examples of Non-profit/community activities are community immunization programs, fundraising for a community-based charity, or non-partisan political activities (i.e. voting).
- k. Fundraiser/for profit activity. An activity or event that raises funds for a private organization or provides a profit (either directly or indirectly; e.g. – Chamber of Commerce). The renter may be registered as a non-profit, however this definition relates to the specific activity being conducted.

1-4. Policy:

- a. The State of Colorado owns and operates the armories/readiness centers (listed in Appendix C) for the primary purpose of the Colorado National Guard. As State buildings, they are also available to the public or to private individuals so long as such use does not interfere with their primary purpose and so long as the State is reimbursed for operating costs. Readiness Centers will not be rented or used if the use will interfere with the mission of the Colorado National Guard or the Department of Military and Veterans Affairs. Care

must be exercised in determining the use of the armory/readiness center so as to avoid offending neighbors or the public at large. To this end, the Department of Military and Veterans Affairs retains the right to refuse rental for any reason. Building Managers should contact the CFMO Facilities Manager for additional guidance as necessary. Final guidance and approval/disapproval on any facility use request not explicitly covered in this regulation will be issued by the Resource Director, Department of Military and Veterans Affairs.

Facilities will be rented on a "first come first served" priority without regard to race, religion, or political affiliation..

b. There are two types of facility rental programs offered by the Department of Military and Veterans Affairs:

(1) Rentals. State-owned readiness centers and their surrounding property may be approved for rental for a fee to either non-profit or profit making organizations or for private functions by individuals/groups.

(2) Non-profit/community activities. Facilities may also be used at reduced charge for Non-profit/community activities sponsored by an individual or organization. Any Non-profit/community activity must provide documentation on their non-profit status and be approved as such through the Department of Military and Veterans Affairs, Office of the Resource Director.

c. Fees collected from the rental program will be deposited in the Local Armory Incentive Plan Account maintained by the Department of Military and Veterans Affairs.

d. No readiness center will be rented for a period of longer than two continuous days without the approval of the Department of Military and Veterans Affairs and Construction and Facilities Management Office (CFMO). Requests for extended rentals will be forwarded to this Headquarters, ATTN: Resource Director

e. Exceptions. Any exceptions to these policies must be requested in writing and forwarded through the Building Manager, unit Administrative Officer (AO), CFMO Facilities Manager, for approval by the CFMO Director and Department of Military and Veterans Affairs Resource Director. Requests for exceptions must arrive not later than thirty (30) days before the event to allow adequate time to evaluate the request.

CHAPTER 2

FEES

2-1. Fees:

a. **Rental Fees.** There are two rates for the rental of readiness centers (See appendix C). All charges for rental of Readiness Centers will be by the hour not to exceed the daily (24 hour) fee. Rental fees will be payable to **Colorado Department of Military and Veterans Affairs** using a check or money order. All rental fees, not already submitted with the original request forms, must be received at least five (5) business days prior to the rental date to the **Facilities Management Office, Department of Military and Veterans Affairs, 6848 S. Revere Parkway, Ste 337, Centennial, CO 80112** The CFMO Facilities Manager will deliver all funds to DMVA Accounting as soon as received. If the reservation is cancelled, the fees will be refunded by DMVA Accounting. The rental fees shown in Appendix C will apply.

b. **Facility Supervision Fees.** The Building Manager or his/her representative will be present at all times when the readiness center and/or its surrounding property is made available to

the Renter. The Renter shall make direct payment to the individual or individuals performing the supervision duty by money order or check upon completion of the event. The following supervision personnel fees apply:

(1) Non-profit/community activity: \$15.00 per hour

(2) Fundraiser/For-profit activity/Private function: \$20.00 per hour

c. Damage and Cleaning Deposit. A combined damage and cleaning deposit of \$350 shall be collected in a separate check or money order from the Rental Fee to cover potential facility damage or failure to adequately clean up the facility after the rental. The renter may opt to not clean up the readiness center after use and be charged \$150.00 from the total deposit submitted. The renter may also opt to clean up themselves or hire out and supervise their own cleaning service, to avoid paying the \$150.00 cleaning fee. In this event, the clean-up time should also be factored in the total rental hours paid. Upon satisfactory completion of the post-use inspection, the damage and cleaning deposit shall be returned less any Department-incurred costs.

d. Funds Management: The DMVA Controller shall hold the Damage and Cleaning Deposit until the Building Manager determines the post-rental facility condition. If the facility is clean and undamaged, the DMVA Controller will return this deposit to the Building Manager as soon as possible to be remitted back to the renter.

CHAPTER 3 **PROCEDURES**

3-1. General Procedures:

The following procedures apply to the use/rental of both the readiness center and the surrounding property.

a. Initial Request and Approval: For each rental, the Building Manager shall forward to the CFMO Facilities Manager the following items **not later than twenty (20) calendar days before the rental date** for review and approval.

(1) Pre-rental Checklist Items Completed (Appendix B)

(2) Completed Facilities Use/Rental Agreement and Hold Harmless/ Indemnification Statement (Appendix A). This form is mandatory for all use. If the fees are waived for any item, indicate that on the form. Within this form, the Renter agrees to indemnify and hold harmless the Colorado National Guard and the State of Colorado for any and all liability arising from the use of the Colorado National Guard facilities by the Renter and any of its members, guests or invitees.

(3) Proof of Insurance (certificate of insurance). This requirement is mandatory for all use. The Renter shall obtain liability insurance for the event to be held in the National Guard facility and/or on its surrounding property, which shall name the Colorado National Guard and the State of Colorado as an additional insured and protect the State against any liability for injuries or damage sustained by individuals attending the events. This insurance shall be in the minimum amount of \$100,000 per person and \$300,000 per event, and is usually termed 'Special Event Insurance' by the insurance industry (Some homeowner's insurance policies may have this coverage included, but there must be specific verbiage to this effect listed in the policy document(s) submitted). Otherwise the Renter must prove to the

Colorado National Guard that it has general liability insurance that would protect the Guard and State from any such claims in the minimum amount of \$50,000 per person.

(4) Rental Fee. (If required) Please make checks payable to Colorado DMVA.

(5) Authorization for Alcohol. If the consumption of alcohol is planned, an action plan in memorandum or letter format must be submitted by the renter which includes mitigation measures for alcohol related concerns (i.e. – professional bartender, limits on alcohol sales, beer and wine only, taxi or ride-share arrangements, reduced % alcohol served; just to name a few potential mitigation measures), - and an insurance rider specific to alcohol consumption.

(6) Law and Order Proof. The Renter shall be required to show proof that they have contracted the local police or state police to have at least one officer of the law (on-duty or off-duty) present for the entire event for 100 to 200 people and two officers for over 200 people. This may also be substituted by a suitable private security company with bonded and insured security guards. Fees for this service shall be the Renter's responsibility with the respective police departments or security firms. [The approving official may decide if law enforcement must be present for any event, regardless of size.]

(7) All Federal, State and local laws and ordinances apply to use of the Armory facilities and surrounding property and all rental events and activities.

3.2 Building Manager Responsibilities

a. Actions Prior to Rental:

1. Act as the primary interface with the perspective renter.
2. Assist and guide renter on how to fill out forms and submit other required documentation.
3. Enforce '20-day Prior' rule to allow sufficient time for request processing
4. Contact CFMO Facility Manager with additional questions not covered in this policy.
5. Verify requested rental date against unit training schedule and obtain AO's consent on this date(s).
6. Schedule and obtain commitment for Facility Supervision Person on the requested rental date(s). This can be an M-Day Soldier, AGR Soldier, or a State Maintenance Technician, but cannot be a mandated duty; it must be voluntary. Additionally, if an M-Day Soldier volunteers for this duty and then cannot attend, the Building Manager is responsible for providing this facility supervision.
7. Once forms and payment are submitted, a building walkthrough is conducted with the renter to show what rooms/spaces they are permitted to use, restroom locations, emergency exit locations, applicable light switch and building system operations, and trash and recycle container locations, etc.
8. Provide a thorough Building & Rental Procedures Walk-Through for the Facility Supervision Person to include the following minimum topics:
 - a. Authorized & un-authorized areas for the building renter
 - b. Applicable entrances & exits to be used and secured upon completion
 - c. Location of building safety equipment and contacts to call in case of vault alarm or fire alarm activation
 - d. Procedures to follow in case rental event becomes disruptive or destructive
 - e. Procedures to record and report facility damage
 - f. Cleaning standards to inspect for at completion of event

9. Schedule applicable HVAC and Access Control System (ACS) support for the rental timeframe per the current CFMO process at least two (2) working days prior to the rental date.

b. Actions During Rental:

1. Confirm Facility Supervision person contact information and exchange with renter and assigned State Maintenance Technician for last minute coordination or if building mechanical issues arise.
2. Confirm building access arrangements to ensure renter has proper access at beginning of rental period.

c. Actions After Rental:

1. After the facility use is completed, the Facility Supervision Person shall inspect the grounds and facility with the Renter for cleanliness and any damage(s). He/she will then call and notify the Building Manager of the facility condition, and indicate whether a Building Damage Inspection and potential retainage of deposited funds is required for damage and/or cleaning.
2. If a Building Damage Inspection is necessary, the Building Manager and State Maintenance Technician shall assess the damage and discuss the situation with members of the Facilities Management Office immediately to determine how to address the situation. If an assessment against the deposited funds is deemed necessary, the State Maintenance Technician will obtain any repair quotes necessary, while the Building Manager informs the renter by email or phone that damage was found and the cost is being assessed. Once repair costs are determined, the Facility Manager will provide supporting documentation to the DMVA Controller. The Controller will then respond in writing to the renter with the amount and reasons why some or all of the deposit funds are being retained. If everything is in order, the DMVA Controller shall return the damage deposit to the Renter within a reasonable timeframe.
3. The Building Manager shall verify service was rendered and then will coordinate with the CFMO Facility Manager to disperse deposited fees collected for damage/cleanup. The Building Manager shall also verify the appropriate Facility Supervision fee was paid directly to the appropriate individual(s) by the renter.
4. The Building Manager shall complete, sign, and scan / fax the closeout portion of the Readiness Center Use Program Checklist to the CFMO Facilities Manager (FAX: 720-250-1369) to close out the use/rental within 2 business days following the last day of rental.

Appendix A

**COLORADO DMVA Facilities Use/Rental Agreement and Hold Harmless/
Indemnification Statement**

1. The undersigned Building Manager, as an authorized representative for the _____ Armory/Readiness Center hereby agrees to rent certain portions of the following location:
 - a. Location/Facility Name:

 - b. Start Date and Time of Rental:

 - c. End Date and Time of Rental:

 - d. Total Rental Fee Assessed:

2. Written notice will be furnished to terminate this agreement. The Colorado Department of Military and Veterans Affairs reserves the right to terminate this agreement at any time for emergencies or official business.
3. Alcohol will not be sold or otherwise dispensed on the rented premises unless pre-authorized per section 3-1(5) of the DMVA Pam 210-3.
4. The renter will not engage in, sponsor, or conduct any activities that violate Federal, State, or local laws while on the rented premises.
5. The renter is liable for any damage, destruction, or theft of State, Federal or personal property in or around the rental premises during time of rental even if the renter's occupancy or activities do not directly cause the damage. The DMVA specifically disclaims all liability for any loss of personal property of the Renter, its employees, agents or invitees.
6. In accordance with the **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT** below, the State of Colorado is not liable for any theft, damage, or destruction to private property, or bodily injury occurring as a result of the renter's occupancy or activities on the rented premises:

Renter Name(s) and Organization (as applicable)

Organization or Primary Renter's full mailing address

HEREBY JOINTLY AND SEVERALLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNITED STATES OF AMERICA, THE STATE OF COLORADO, AND THE COLORADO NATIONAL GUARD, AS WELL AS ALL AGENTS AND OFFICIALS THEREOF, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS,

CAUSES OF ACTION AND JUDGEMENTS, AND ALL EXPENSES (INCLUDING ATTORNEY FEES) INCURRED IN CONNECTION THEREWITH, FOR DEATH OR ANY INJURIES TO PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE USE OF ANY PROPERTY OWNED BY THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF MILITARY AND VETERANS AFFAIRS. IN THE EVENT ANY SUCH CLAIMS ARE MADE OR SUITS ARE FILED, THE AFOREMENTIONED RENTER SHALL GIVE THE COLORADO DEPARTMENT OF MILITARY AND VETERANS AFFAIRS PROMPT WRITTEN NOTICE THEREOF. IN WITNESS WHEREOF, THE UNDERSIGNED ENTERED INTO THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT THIS _____ DAY OF _____, _____.

(Renter Printed Name)

(Signature)

(Witness Printed Name)

(Signature)

7. The renter agrees to pay additional charges as applicable under Chapter 2 of the DMVA Pam 210-3 for the use of the Armory on weekends or after normal working hours since a Colorado National Guard representative must be present during time of rental. Payment of the Facility Supervision Fee may be made directly to the appropriate person by check or money order.
8. The renter will comply with the provisions of Title VI of the Civil Rights Act of 1964 and NGR 24\ANGR 30-121, dated 30 March 1966, "Nondiscrimination in Federally Assisted Program," in connection with its use of the rented space. Admission, participation, seating of participants and spectators, and the use of all rented facilities during exhibit, competition, entertainment, or other public event conducted or sponsored by the renter under this rental agreement will be without regard to race, color, or national origin. Any persons not associated with the organization may be denied admissions whenever the attendance at the event is limited to the membership of a particular organization that does not base membership upon race, color, or national origin. Reasonable accommodation will be provided upon request for persons with disabilities.
9. Payment of rental will be paid in advance and made out to the "**Colorado Department of Military and Veterans Affairs.**"
10. A Certificate of Insurance for a minimum coverage of \$100,000 per person and \$300,000 per event will be maintained during the entire period of the rental.
11. This Agreement shall be governed by the laws of the State of Colorado with jurisdiction and venue in Denver, Colorado. The person signing below represents they are authorized to sign this Agreement on behalf of the Renter. This Agreement may not be assigned by the Renter and shall be binding upon the Renter and its respective heirs, legal representatives, successors, and assigns. In the event any provision of this Agreement is found unenforceable the other provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

IT IS FURTHER AGREED AND UNDERSTOOD THAT in the event of any violation of the above conditions, the Adjutant General of the State of Colorado, or his duly authorized representatives, shall have the right to re- enter and repossess the rented premises, using such force as is reasonably necessary to effect re-entry and repossession.

Renter (print)

Signature Date

Building Manager (print)

Signature Date

CF: CO-CFMO-FM

**Appendix B
 READINESS CENTER USE PROGRAM CHECKLIST**

For: Headquarters, Colorado Department of Military and Veterans Affairs,
ATTN: CFMO Facilities Manager

This checklist is submitted for the rental of
 the _____
 (Readiness Center)

by _____, during the period _____
 (Renter) (From date/time) (To date/time)

To be forwarded NLT (no later than) twenty days(20) prior to the event:

	Yes	No	NA
Completed Facilities Use/Rental Agreement and Hold Harmless/ Indemnification Statement (Appendix A)	___	___	___
Proof of Special Event or Organization Liability Insurance.	___	___	___
Rental Fee.	___	___	___
Damage and Cleaning Deposit.	___	___	___
Authorization for Alcohol.	___	___	___
Law and Order Proof.	___	___	___
Facility Supervision Person Scheduled / Confirmed.	___	___	___
HVAC / ACS Special Event support scheduled with CFMO	___	___	___

 (Signature of Building Manager)

 (Date)

To be forwarded to Accounting following event completion:

Facility Supervision Fee paid to individual(s). _____

Facilities and Surrounding Property acceptable. _____

If no, explain: _____

Damage and Cleaning Deposit returned to Renter _____

Should facility be rented to this organization in the future? _____

 (Signature of Building Manager)

 (Date)

CF: CO-CFMO-FM

**Appendix C
ARMORY/READINESS CENTER RENTAL – RATE TABLE**

ARMORY	SIZE Facility ¹	Non-profit / Community Activity Rate			Fundraiser / For-profit Activity / Private Function Rate		
		\$ Minimum ²	\$ Per Hour ³	\$ Per Day ⁴	\$ Minimum ²	\$ Per Hour ³	\$ Per Day ⁴
Alamosa	Medium	\$33	\$11	\$132	\$39	\$13	\$156
Aurora	Large	\$54	\$18	\$216	\$60	\$20	\$240
Boulder (Bldg 202)	Small	\$18	\$6	\$72	\$24	\$8	\$96
Canon City	Small	\$18	\$6	\$72	\$24	\$8	\$96
JFHQ Armory	Medium	\$33	\$11	\$132	\$39	\$13	\$156
Colorado Springs	Medium	\$33	\$11	\$132	\$39	\$13	\$156
Denver	Large	\$54	\$18	\$216	\$60	\$20	\$240
Durango	Medium	\$33	\$11	\$132	\$39	\$13	\$156
Fort Collins	Medium	\$33	\$11	\$132	\$39	\$13	\$156
Fort Lupton	Medium	\$33	\$11	\$132	\$39	\$13	\$156
Grand Junction RC	Large	\$54	\$18	\$216	\$60	\$20	\$240
Longmont	Medium	\$33	\$11	\$132	\$39	\$13	\$156
Montrose	Medium	\$33	\$11	\$132	\$39	\$13	\$156
Pueblo	Medium	\$33	\$11	\$132	\$39	\$13	\$156
Sterling	Small	\$18	\$6	\$72	\$24	\$8	\$96
Watkins	Large	\$54	\$18	\$216	\$60	\$20	\$240
Windsor	Medium	\$33	\$11	\$132	\$39	\$13	\$156

Notes:

1. Facility breakdown criteria are as follows: Small = 4,500 – 12,500 ft²; Medium = 12,501 – 36,000 ft²; Large = 36,001 – 65,000 ft².
2. Minimum rates account for up to 3 hours of use (accounts for space pre-heating or cooling).
3. Use per hour after 3 hour minimum.
4. Accounts for a 12/24-hour day (includes space pre-heating or cooling).