



Town of Wellton

28634 Oakland Avenue P.O. Box 67 Wellton, Arizona 85356 (928) 785-3348 Fax (928) 785-4374

Facility Use Agreement

This Agreement made and entered into the _____ day of _____, 20_____. By and between the Town of Wellton, a municipal corporation of the State of Arizona, hereafter called "Town" and/or "Licensor" and _____ hereafter called "Licensee".

The above named individual and/or Organization shall agree to the following rules for the Facility Use:

1. Licensee **agrees to pay** the Town four hundred fifty dollars (\$450.00), of which one hundred fifty dollars (\$150.00) will be a refundable deposit, if all below listed conditions are met, **for use and occupancy of the Community Center**.
2. Licensee **agrees to cause said premises to be kept clean** and generally cared for during said term.
3. Licensee **agrees to abide** and conform **to all rules** and regulations and policies from time adopted or prescribed by the Licensor.
4. Licensee will comply with all laws of the United States, the State of Arizona, all ordinances of the Town of Wellton, Arizona and Yuma County and all rules and regulations of the Police and Fire Departments, or other Municipal Authorities of the town of Wellton and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or requirements, and if the attention of said Licensor is called to any such violation of the part of said Licensee, or any person employed by or admitted to said premises by said Licensee, such Licensee will immediately desist from and correct such violations.
5. Licensee **will not allow beer, wine or liquor** of any kind to be sold, given away or used upon said premises in violation of any law or regulation of the State of Arizona, Yuma County or the Town of Wellton.
6. Licensee **shall not injure**, nor mar, nor in any manner deface said **premises**, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks, staples or screws into any part of said building, and will not make nor allow to be made, any alterations of any kind to said building.
7. That **if said premises**, or any portion of said building, during the term of this lease, **shall be damaged** by the act, default or negligence of this Licensee's agents, employees, patrons, guests or any person admitted to said premises by the Licensee, **Licensee will pay** to the Town of Wellton, upon demand, such sum as will be necessary to restore said premises to their present condition. **The Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises**, or to any portion of said building by the consent of the said Licensee, and said Licensee **agrees to have on hand at all times sufficient security personnel to maintain order and protect**

persons and property. Number and identity of such persons to be approved by the Town Police Department and Manager's office.

8. That the **Licensor reserves the right**, through it's Town Manager or his representative, **to eject any objectionable person or persons** from said building upon the exercise of this authority, through it's town Manager, agents and law enforcement officers, the Licensee hereby waives any right and all claims for damages, and agrees to hold the Town harmless from any such liability or claimed liability and to indemnify and save the Town of Wellton harmless of all loss, cost and expense in this regard.
9. The authorized representative of Licensor may enter into, and on the premises at any time.
10. **Licensee shall not**, without written consent of the Licensor, put or **operate any engine** or motor or machinery **on the premises, or use oils**, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, **or any other agent** than gas or electricity **for illuminating the premises.**
11. Licensee **agrees to pay** the Town of Wellton reasonable **attorney's fees** when the services of an attorney are used in order to collect for rental, service charges or damages, or to enforce any provision of this Agreement or any rule or regulation of the facilities.
12. Licensee shall not permit the premises to be used for lodging rooms, or any illegal or immoral purpose.
13. Licensee **shall not assign this Agreement**, nor suffer any use of said premises, other than herein specified, not sublet the same premises, or any part thereof, without the written consent of the Licensor.
14. That the Licensee agrees to indemnify, defend, and hold harmless the Town of Wellton and its officials, officers, and employees from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees and costs) arising out of the use of Town property in connection with the Licensee's event, including (without limitation) claims involving bodily injury of any person (including death) or property damage.

Any act or omission, including theft, by Licensee or any of it's officers, agents, employees, guests, patrons or invites which causes any damages, **Licensee shall pay for all such damages to the property of the Town** of Wellton.

Licensee **agrees to provide Public Liability Insurance** insuring both Licensees and the Town of Wellton with combined policy limits of five hundred thousand / one million dollars **(\$500,000 / \$1,000,000)** per use. It is expressly provided that it is a condition precedent to the licensing of the above described facility and premises that the Licensee must show proof of a "Hold Harmless" policy. Said policy of insurance shall be in such form and for such amounts and with a company as meets with the approval of the Town Manager. The Town Manager has the authority to require additional insurance or higher limits when it is in the best interests of the Town of Wellton.

15. The Town of Wellton shall not be responsible for any damage or injury that may happen to the Licensee, or the Licensee's agents, servants, employees or property from any cause whatsoever, prior, during or subsequent to the period covered by this Agreement, and Licensee hereby expressly releases said Town of Wellton from and agrees to indemnify it against any and all claims for such, damages and injury.

16. That any matters not herein expressly provided for shall be in the discretion of the Town Manager of his designated authority.

17. All terms and conditions of this written Agreement shall be binding upon the parties, their heirs and assigns and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties thereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this Agreement.

In witness whereof, the Licensor, the Town of Wellton, Arizona, has caused these presents to be signed by the duly authorized representatives has signed the same day and year first above written.

Printed Name of Licensee

TOWN OF WELLTON

X: _____

X: _____
Town of Wellton