

Moffat County Facility Use Agreement

This Agreement made effective this _____ day of _____, 20____, by and between the Board of County Commissioners of the County of Moffat, for Moffat County, a body corporate & politic, hereinafter referred to as "County", and _____, hereinafter referred to as "User", **WITNESSETH THAT:**

WHEREAS, the User desires to use certain facilities owned or controlled by the County, and County is willing to permit such use according to the following provisions:

NOW, THEREFORE, in consideration of the covenants herein, the parties agree as follows:

1. The County shall permit the use by the User, its agents and invitees, of the following County Owned or controlled facility: _____.
2. User shall be entitled to utilize the County owned facility for the following described purpose or event _____, and for the following date(s) & time(s): _____.
3. User agrees to use and occupy the County owned facility for the above stated purposes only and for no other object or purpose.
4. User shall pay for the use of the County owned facility a Fee of \$ _____.
5. In connection with use and possession of the County owned facility User agrees as follows:
 - a. To obey all applicable local, state, and federal rules, regulations, statutes, executive orders and constitutional provisions in the use and possession of the County owned facility.
 - b. To keep the County owned facility in good repair and to be responsible for all costs and expenses which may be necessary for the repair of any property which is damaged during User's use and possession of the County owned facility.
 - c. To deposit, at least 2 weeks prior to the event, or if rented less than 2 weeks prior to the event, on the day of reserving the facility, the sum of \$500, which shall guarantee the faithful performance of this Agreement, including but not limited to payment of any costs or expense for repairs or damage. At the conclusion of User's use of the County owned facility, the unused portion of the deposit shall be returned to the User, unless forfeited under paragraph(s) 5d or 5g herein.
 - d. To clean by following the cleaning rules provided for each facility and parking lot areas. Cleaning should be completed by 7:00 am the day following the User's event unless additional time for cleaning is scheduled. If the Facility is rented for four (4) hours or less, cleaning should be completed immediately following the event and time scheduled for cleaning should be included in the four (4) hours of rental. Forfeiture of deposit may result if the buildings and grounds are not returned in the condition they were received. Cost of clean-up and/or repairs not taken care of by the User will be charged to the User at a rate of \$35.00 per hour. **User is responsible for all damage and/or cleaning costs exceeding the \$500.00 deposit.**
 - e. Please see attached "Service of Alcohol" page
All beverages must be served in cans or disposable cups only – NO GLASS
 - f. **Public Dances and Concerts or Events Requiring Admission** shall require hiring or retaining security for the *entire* time of the scheduled event. Moffat County reserves the right to require the User to provide security for a proposed activity at its sole discretion. All users shall be responsible for the actions of their members, guests and members of the public attending the activity which they have scheduled, without limitation, and shall take reasonable steps to prevent or control acts which may result in bodily injury or property damage. The User is responsible for contracting with professional security providers and paying the security fee, per hour/per officer. The County requires a minimum of two (2) uniformed security officers present at such functions and if deemed necessary, four security officers may be required. The Facility Coordinator must be notified that these

arrangements have been made. If security arrangements cannot be confirmed by the Facility Coordinator before 4:00 pm on Monday of the week of the scheduled booking, the event may be cancelled by the County.

- g. **The damage deposit will be forfeited under the following scenarios:**
 - If fighting ensues during the event and the security officers find it necessary to call law enforcement, the damage deposit will be forfeited unless the event host agrees to press charges against the offending parties.
 - If the event is not in compliance with the specifications stated on the Rental Application.
 - h. **Shut Down:** All persons must be out of the facility by the “End Time” stated on the Security Assessment Form. To ensure that the event is shut down at the stated time, the responsible party should announce a “last call” or “last song”, or otherwise indicate that the event will be ending, at least one-half hour before the “End Time” so that the event can wind down and people can leave in a safe and timely manner.
 - i. **Return of Deposit:** The Facility Supervisor will notify the Facilities Coordinator of the condition of the facility and whether **the security deposit can be returned in full to the responsible party within two working days of the event.** The Facilities Coordinator will return the deposit, or the portion of the deposit, if any, that is not forfeited or used for repairs and/or cleaning, to the responsible party as soon as practical after receiving such notice.
 - j. **Force Majeure:** No party to this Agreement shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, earthquakes, floods, fire, tornados, epidemics, plagues, or other natural disasters, war, strikes or labor disputes, acts of terrorism, radioactive contamination, embargoes, government orders or any other force majeure event.
6. User hereby assumes all responsibility for the acts and actions of User’s guests or attendees as a result of this Agreement for the use of the County owned facilities. At the discretion of the County, the User shall, at its sole expense, provide proof of general liability insurance covering all of its activities and the activities of its agents, subcontractors and invitees hereunder in the following minimum amounts: for injury to single person in any single occurrence, \$424,000.00; for injury to two or more persons in any single occurrence, \$1,195,000.00. **Moffat County shall be named as an additional insured.** In cases requiring insurance coverage, the User shall provide to the County a certificate of insurance evidencing that adequate insurance has been provided in accordance with the requirements of this paragraph no later than 14 days prior to the commencement of User’s use of the facility. Failure of User to provide proof of insurance shall void the Agreement.
7. User hereby agrees to fully defend, indemnify and release the County, its Elected Officials, employees and agents, from any and all liability or loss that may arise from activities of the User, its agents, subcontractors or invitees during User’s use or possession of County owned facility.
8. In any suit brought by the County by reason of User’s default, the County shall be entitled to an award of its costs and reasonable attorney fees.

USER: I have read and understand this Agreement and any attachments hereto and agree to fully adhere to all rules, regulations and policies. I certify that I am at least 18 years of age at the date of this signature and that I am authorized to execute this Agreement as a representative of the group/organization listed at User.

USER: _____
Signature of Responsible Person

Date

COUNTY: _____
Signature

Date

