

**ANETH CHAPTER**  
Facilities Use Agreement

User Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Physical Address: \_\_\_\_\_  
 Phone Number(s): \_\_\_\_\_

**SECTION 1 – DATE, TIME & PURPOSE**

The Aneth Chapter (“Chapter”) hereby permits the use of the Chapter Facility (“Facility”) by the “User” for the following purpose: \_\_\_\_\_

Event Date: \_\_\_\_\_  
 Facility Use Begins: \_\_\_\_\_ (a.m./p.m.)  
 Facility Use Ends: \_\_\_\_\_ (a.m./p.m.)

***User shall vacate the Facility and return it in its original condition.***

**SECTION 2. FEES**

<u>User Agrees to pay during:</u>	<u>Chapter Business Hours</u>	<u>Evenings/Weekends</u>
Basic Facility Fee	\$40.00/hr x ___ hrs = _____	\$50.00/hr x ___ hrs = _____
Navajo Nation Sales Tax – 6%	\$ _____	\$ _____
Refundable Cleaning Deposit	\$25.00 _____	\$25.00 _____
<b>TOTAL:</b>	\$ _____	\$ _____

**Special Services and Equipment.** Upon request by the User and agreement by the Chapter, additional charges for Special Services and Equipment, shall be charged to the User, where the Chapter provides such equipment or services. \$ \_\_\_\_\_ (if applicable).

*\* fees may be waived for governmental entities providing a governmental/educational purpose.*

**SECTION 3. INSURANCE REQUIRED**

User shall obtain insurance coverage, at the User’s expense, for claims against injuries to persons or property damage arising from or in connection with the Event and/or use of the Facility. The policy shall name the Chapter as an additional insured.

\_\_\_\_\_ ***(initials required)*** IF THE USER IS UNABLE TO OBTAIN INSURANCE COVERAGE:

- A. The User agrees to be held exclusively liable in their official and personal capacities for any claims by the Chapter and/or by any third party for any liabilities arising from or in connection with the use of the Facility.

B. The User shall coordinate for Police and EMT services for the entire duration of the Event.

**SECTION 4. TERMS AND CONDITIONS**

**Legal Usage.** User shall not violate any Navajo Nation, Federal or State law. This includes any local ordinances and policies.

**No Endorsement.** The Chapter does not endorse or sponsor the Event and/or its contents. User shall not distribute any materials which indicate or imply such endorsement or sponsorship.

**Supervision and Conduct.** The User shall be responsible for the supervision and control of its agents, employees, guests and contractors and their activities on Chapter premises.

**No Alterations.** User shall not make any alterations to the Chapter property. Decorations are permitted so long as the User removes all decorations by the end of the Event.

**Guest Property.** The Chapter will not assume any responsibility for the theft, damage or loss of any guest property.

**Maximum Room Occupancy and Maintaining Emergency Exits.** The User is responsible to ensure that guests do not exceed the maximum room occupancy for the Facility. The User shall ensure that all emergency exits are not obstructed in any way.

**Indemnification.** The User agrees to hold harmless and indemnify the Chapter and the Navajo Nation against any and all losses, costs, damages, claims, expenses, or other liabilities whatsoever, including but not limited to any accident or injury to any persons or property, arising out of or connected with the use of the Facility.

**Jurisdiction.** This Agreement shall be governed and enforced under Navajo Nation law.

**No Waiver of Sovereign Immunity.** Nothing herein shall be considered as an expressed or implied waiver of sovereign immunity of the Chapter or of the Navajo Nation

I HAVE READ AND UNDERSTOOD ALL OF THE TERMS CONTAINED HEREIN AND AGREE TO ABIDE BY ALL TERMS AND CONDITIONS.

User's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

----- **FOR OFFICE USE ONLY** -----

Received by (name/title): \_\_\_\_\_

on (date): \_\_\_\_\_ (time): \_\_\_\_\_

Approved by Chapter Manager: \_\_\_\_\_