

ANETH CHAPTER

Facility Use Agreement

Sponsor: _____

Date: _____

Address: _____

Phone: _____

Expected No. of Participants: _____

Purpose: _____

Date(s) to be used: _____

Time: _____ am/pm to _____ am/pm

Purpose: The Aneth Chapter authorizes the use, by the general public, of its facility for the specified period of time and purpose. General public use requests must be shown to be: (1) legally and culturally acceptable; (2) open to all regardless of color, sex, creed, or national origin.

Agreement: A facility use agreement must be signed by an authorized representative of the Sponsor using the facility and a representative of the Aneth Chapter. The agreement must be received no later than one (1) day prior to the scheduled event. Such agreement must be complete and confirmed when received by the Chapter. Failure to meet with this deadline will result in the release of tentative date of use to another party. The Chapter reserves the right to cancel this Facility Use Agreement in the event of emergency which requires that the facility be available to the Chapter for its use at the same time as the scheduled event.

Advertising: Authorization for use of Chapter facilities shall not be considered as endorsement of or approval of the activity group organization nor for the purposes it represents. All uses will be by written agreement. Any advertising or announcement by the user must include the following statement: "This program is sponsored by (name of user). Use of Aneth Chapter facilities does not constitute support of or endorsement by the Aneth Chapter."

Schedule of Needs: Specific arrangements for schedules, times, personnel, equipment, and supplies shall be made through the Aneth Chapter Administration no later than one (1) day prior to the scheduled event. The Chapter assumes no obligation to meet any changes in requests and/or arrangements that have not been stated in the agreements.

Cost: With each request, charges will be determined on the basis of established rental rates. Payment must be made payable to Aneth Chapter in the form of cash or money order.

Cancellation: In the event of necessary cancellation of the scheduled event, the Aneth Chapter Administration shall be notified at least three (3) days in advance of the scheduled event. Failure to provide such advance notice will result in withholding deposit charge.

Supervision: The sponsors must provide sufficient supervision for crowd control, ushers, security of personal property and enforcement of facility rules and regulation, and applicable state, federal, and Navajo Nation laws.

Facility Use and Group Contract: At all times, orderly conduct shall be required of the Sponsor and the participants in the scheduled event, including the performers and the audience. If it is believed that a request for facility use will result in disorderly conduct or whose activities may be detrimental to the Chapter or community, the request for facility use will be refused. The Sponsor and the participants shall confine themselves and their activities to the areas specified in the agreement. The areas used shall be left in a clean and orderly condition. There is to be no garbage or waste left

within the facility after use. Alcohol, drugs, and tobacco products are not permitted on any Chapter property and premises. For the concern of public safety, fire and/or open flame are not permitted on Chapter property and premises. Aneth Chapter personnel and local law enforcement have the authority to inspect the facilities at any time for the safety of the patrons and facility.

Organization Liability: The Sponsor shall be responsible for the repair and/or replacement of Chapter equipment or property damaged, lost, or stolen, beyond reasonable or normal expectation.

Chapter Liability: The Aneth Chapter shall not be held liable for accidents and/or injury suffered by individuals engaged in activities occurring within or upon the Chapter facilities during the time the facility is being used. The Chapter assumes no liability for loss of personal property.

Indemnification: As a condition of use of the facility, Sponsor agrees to indemnify, save and hold harmless Aneth Chapter, its employees, representatives, and agents from any and all claims, liabilities, demands, lawsuits, allegations, judgments, and all forms including attorney fees and recoverable costs, (singularly or collectively 'claims') including claims for bodily, emotional, and personal injury, property damage or loss, brought or made against it, arising out of, relating to, caused by, or resulting from Sponsor's use of the facility, including claims relating to, arising out of, or caused by the physical condition of the facility, whether or not the basis of the claim(s) was caused by or contributed to, in whole or in part, the negligence of Aneth Chapter, its employees, representatives, and agents.

Insurance: As a condition for use of the facility, the Sponsor shall procure Comprehensive General Liability (CGL) Insurance naming Aneth Chapter as a Named Insured or Additional Insured having the same coverage and coverage limits as the "Name Insured". The CGL policy shall have bodily and personal injury coverage limits of no less the \$1 million and property damage coverage limits of no less than \$500,000. The CGL policy must include effective dates covering the time period Sponsor has agreed to use the facility. At least forty-eight (48) hours before Sponsor commences use of the facility, it shall provide written proof of its procurement of the CGL policy required by this provision, including an acknowledgement by the insurance carrier providing the CGL policy that if the CGL policy is cancelled for any reason prior to the effective dates identified in the policy, it will immediately notify, in writing, Aneth Chapter of the cancellation.

Inspection: The Sponsor and Chapter inspected the physical condition of the facility, is fully aware of the physical condition of the facility, accepts the use of the facility in an "as is" condition, and agrees to comply with all terms and conditions of the Facility Use Agreement, including the "Indemnification" provision, knowing the physical condition of the facility.

Termination: Failure to comply with Title IX regulation of the Civil Rights Acts and any and all laws, rules and regulation, and ordinances of the Navajo Nation shall constitute good and sufficient cause for termination of the building use agreement and discontinuation of facility use.

It is hereby agreed that:

- The Sponsor shall utilize the identified Chapter facility at the agreed upon date(s) and time(s) for the described function.
- The Sponsor agrees to pay actual fees and costs, which will be determined and calculated prior to use of the facility.

SPONSOR

ANETH CHAPTER

Authorized Representative / Date

Community Services Coordinator / Date