

# **Town of Pinetop-Lakeside Use of Facility Form**

## **RENTAL APPLICATION AND AGREEMENT**

Individual/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

hereby applies to use the \_\_\_\_\_  
(Describe building and rooms desired)

for the following purpose: \_\_\_\_\_  
(Please be specific as to the nature and purpose of the event)

Will food be served? \_\_\_\_\_ Yes \_\_\_\_\_ No

Will alcohol be served? \_\_\_\_\_ Yes \_\_\_\_\_ No

Beginning date and time of event: \_\_\_\_\_

Ending date and time of event: \_\_\_\_\_

Date and time you need room(s) set up: \_\_\_\_\_

In consideration of the sum of \$ \_\_\_\_\_, plus \$ \_\_\_\_\_ damage deposit, payable in advance, the Town of Pinetop-Lakeside hereby rents the \_\_\_\_\_ to the applicant commencing at \_\_\_\_\_, on \_\_\_\_\_, and ending at \_\_\_\_\_, on \_\_\_\_\_, with the following restrictions: \_\_\_\_\_.

Applicant agrees to be responsible for compliance with all rules and regulations (Exhibit "A") governing the use of the above Town facilities, and for any and all damage to the building and equipment, and hereby agrees to clean-up the premises and leave it in at least as good condition as it was found, and in good order and repair.

The fees for rental of Town Facilities are set forth on Exhibit "B."

Applicant, its officers, employees, members and guests shall, through the signing of this Agreement by an authorized party or agent, indemnify and hold harmless the Town of Pinetop-Lakeside and its agents and employees from all claims, lawsuits and actions including reasonable attorney's fees and all costs of litigation and judgment of every name and description against the Town as a result of loss, injury or damage to persons or property by reason of any act or omission relating to or occurring during, or arising out of the occupancy and use of the Town facilities by the Applicant/User. This indemnity includes any judgments, amounts paid by or on behalf of the Town as well as reasonable attorney's fees and all costs of litigation and judgment. The person signing below on behalf of the Applicant/User is fully authorized to sign and bind the Applicant/User.

If requesting a waiver of fees or insurance, please fill out the form identified as Exhibit “C” attached hereto.

(Please attach proof of insurance, naming the Town of Pinetop-Lakeside as an additional insured).

**I have read and understand the terms of this Contract  
and agree to be bound by its terms and conditions.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Applicant: \_\_\_\_\_

Town of Pinetop-Lakeside

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Rules and Regulations

Use of Town facilities by “outside organizations” (not affiliated with the direct functions of the Town Government) is permitted according to the following policies, rules and regulations:

1. All requests for the use of available facilities by an outside organization will be made on an application furnished by the Town and filed, with the required fees, at the Town Manager’s office for approval.
2. No reservations for use of facilities will be confirmed until the application is approved by the Town Manager or designated Town official.
3. Any Town function will be given priority over use by outside organizations. All other reservations will be on a first come, first served basis. Reservations may be made not more than six (6) months in advance of the proposed date.
4. Cancellations must be made at least forty-eight (48) hours in advance or fees are forfeited by the applicant.
5. Smoking is prohibited in Town facilities.
6. The applicant is responsible for preserving the safe, orderly use of the facilities.
7. The Town Manager and designated Town officials shall have free access to all areas at all times.
8. The facilities used by the applicant will be examined carefully after use. The Town will make all repairs and bill the applicant. The applicant agrees to pay the Town promptly for any loss or damage which occurs during the applicant’s use.
9. The Town reserves the right to revoke a use permit at any time, including during an event if there is a danger of injury or damage to person(s) or property.
10. The Town requires each user of facilities to show proof of liability insurance with \$1 million dollars combined single limit coverage naming the Town of Pinetop-Lakeside as an “additional insured.” This coverage will provide primary insurance coverage for both the applicant and the Town, and the Town’s liability insurance will be excess coverage only.
11. The applicant is responsible for the security of the building before leaving the facility. All doors and windows should be checked to make sure they are closed and locked. **Note:** There are five (5) entrances to the Civic Center (East hall, 2 doors in West hall, South hall and North hall). All five doors must be secured before leaving. There is one entrance to the Library Program Room.
12. Town property (tables, chairs, etc) shall not be removed from the building.
13. A security deposit of fifteen dollars (\$15) for keys will be required and will be refunded upon return of the key(s) to the Civic Center office.
14. If custodial service is required, the applicant will be charged for custodial service at a rate of \$20 per hour. If any damages occur to the facilities while being used by the applicant, such damages/repairs shall be paid for by the using organization.

Applicant’s Initials \_\_\_\_\_

## EXHIBIT “A”

### **SCHEDULE OF RENTAL FEES**

	<u>Local, Non-Profit Organizations</u>	<u>Other Organizations Regular Rate</u>
Gymnasium	\$20/meeting or day	\$20/hour -- \$80/day
Community Room 16	\$20/meeting or day	\$20/hour -- \$80/day
Grounds	\$20/hour	\$20/hour -- \$80/day
Council Chambers	\$20/meeting or day	\$20/hour -- \$80/day
Executive Meeting Room	\$20/meeting or day	\$20/hour -- \$80/day
Library Program Room	\$20/meeting or day	\$20/hour -- \$80/day
Key Security Deposit	\$15	\$15

Applicant's Initials \_\_\_\_\_

### **EXHIBIT "B"**

**EXHIBIT “C”**

Please state reason for waiver of fees or insurance:

Approved:

Lu Anne Frost, Town Manager

For Town Use Only:

☐

Waiver of Room Rental Fee

☐

Waiver of Insurance Requirement

☐

Waiver of Key Deposit