



Verde Valley Fire District Facilities Use Agreement

This agreement is made and entered into as of the _____ day of _____, by Verde Valley Fire District (DISTRICT) and _____ (USER).

General Rules and Terms of the Use Agreement:

I. Facility

For and in consideration of the mutual covenants hereinafter set forth, the DISTRICT hereby allows USER to use the following DISTRICT property:

- Meeting Room (and restrooms), Station 31, 2700 E. Godard Road, Cottonwood, AZ 86326 (maximum occupancy: 32)
- Meeting Room (and restrooms), Station 32, 1120 N. Page Springs Road, Cornville, AZ 86325 (maximum occupancy: 24)
- Other: _____

II. Term

This Agreement shall be for the use of a DISTRICT facility identified above for the following dates and times: _____

- See attached list made a part of this Agreement by reference.

III. Use

The USER shall occupy and use the facility for only the purpose(s) of: _____ and for no other purposes.

IV. Rules for Use

The USER covenants that no nuisance will be maintained upon the facility used. The USER will use and occupy the facility in a careful, safe and proper manner in accordance with the terms of this Agreement. Any violation of this Agreement shall constitute an automatic breach of covenant and shall subject the Agreement to immediate cancellation.

- A. The person who signs the Agreement is the responsible party and shall be a member of the organization referred to as USER and authorized by an Officer, Director or Chairperson of the organization. This responsibility includes:
 - Informing all attendees of the nearest exits in case of an emergency.
 - Establishing a safe meeting place to assemble after evacuated to ensure all attendees are accounted for.
 - Informing everyone associated with use of the facility the rules for use.
- B. The USER will ensure that the following is completed after each use of the facility:
 - All debris/trash is in provided receptacles.
 - Restrooms are orderly.
 - Heat/cooling is returned to the temperature set at prior to use.
 - Lights are turned off.
 - Doors are locked.
 - White boards are cleaned.
 - Tables and chairs are stored away.
- C. The use of tobacco in any facility or on any DISTRICT premises, in any form, is prohibited.

- D. Gambling, possession or use of alcoholic beverages, narcotic drugs or firearms anywhere on DISTRICT property is prohibited.
- E. Use of facilities is limited to specific designated areas. Use of any other areas must be approved by authorized DISTRICT personnel.
- F. Use of phones for long distance calling without the permission of the Fire Chief or his/her designee is prohibited.
- G. The number of persons in the facility shall not exceed the maximum occupancy (*e.g., the total number of persons that might occupy a building or portion thereof*) of the area requested.
- H. If the USER will not be using the facility on a date/time provided they are to immediately notify the DISTRICT at (928) 634-2578.
- I. Facilities must be vacated by 10:00 p.m. unless permission is granted in advance in writing by the Fire Chief or his/her designee. The event shall be concluded on time to provide for cleanup and clearance of the facility.
- J. The use of District facilities shall not be granted when, as determined by the Fire Chief or designee, such use is not in the best interest of the District.
- K. All activities are required to be under competent adult supervision. USER assumes full responsibility for any damages to facilities or equipment. If a District employee is in attendance, he/she shall exercise authority over the activity and/or attendees. Any damage to DISTRICT property must be reported to DISTRICT personnel before leaving the facility.
- L. Coffee is not provided, although arrangements can be made to use a coffee maker. All supplies must be provided by the USER.

V. Other Provisions

The primary use of DISTRICT facilities is for DISTRICT functions/operations. DISTRICT needs will have priority over other uses of the facility. The DISTRICT reserves the right to suspend use of the facility by the USER with little to no notification.

VI. Liability Insurance

The USER must provide a certificate of insurance for General Liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate against claims for bodily injury, death and property damage, or as required by DISTRICT policy. The certificate of insurance must name Verde Valley Fire District as an additional insured in connection with the use of DISTRICT facilities. The endorsement paperwork must be attached to the certificate of insurance when submitted. If the effective dates of coverage indicated in the certificate of insurance do not cover the entire term of occupancy, USER is responsible for providing evidence of continued coverage prior to any expiration of coverage.

VII. Indemnity

The USER, in consideration of receiving permission to use DISTRICT facilities, releases the DISTRICT and its Governing Board members, officials, employees, and agents from all claims and liability related to, arising from or associated with this Agreement and the use of DISTRICT facilities, and agrees to indemnify and hold harmless said parties from all claims of any nature.

By signing below the agency representative acknowledges that they have read and agree to abide by all of the rules and terms of this Agreement.

DISTRICT: Verde Valley Fire District

By: _____ Date _____
2700 E. Godard Road
Cottonwood, AZ 86326
(928) 634-2578

USER: _____

By: _____ Date _____
Signature

Name Printed/Typed: _____

Mailing Address: _____

Telephone Numbers: _____

Email Address: _____