

FACILITY USE AGREEMENT

GROUP I Governmental, Non-profit and Private Citizens residing within Othello city limits. Must be a governmental entity or faction thereof, must provide proof of non-profit status or must provide proof of residency within Othello. There will be no user charges for Group I. Damages will be assessed and payable if applicable.

GROUP II All others (including businesses) requesting to use the facility. User fees will be paid in advance for facility use and based on fees shown in the USER REQUEST Section. **NOTE: IF BUSINESS USING CITY FACILITIES HAS ADVERTISING OR FLYERS GOING OUT TO THE PUBLIC PLEASE MAKE SURE IT STATES THAT THE CITY IS NOT THE SPONSOR.**

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RENTAL FEES: Reservations will be on a first come first serve basis and confirmed only when signed Facility Use Agreement and user fees have been received. All user fees must be paid in full at the time of request. Fees are for a one-time period of up to twenty-four (24) hours consecutively. The period of use should include any set-up time and clean-up time. Fees are not transferable and non-refundable.

CLEANING/DAMAGE DEPOSIT: No deposit is required. HOWEVER, user takes full responsibility for the facilities as to cleaning and damages. In the event of any cleaning or damage costs being assessed the user by the City, all costs will be paid in full no later than 10 days from the assessment. Any damage repairs and/or cleaning will be made to the satisfaction of the City Administrator and/or designee.

SMOKING, ILLEGAL DRUGS, ALCOHOL and/or GAMBLING is prohibited in any area of the facility. Guests who smoke MUST do so outside of the building.

NO ON-GOING scheduling of the facilities is permitted. To keep the building available for as many different individuals and groups as possible, the facility will not be scheduled on an on-going basis.

SUBJECT TO THE NEEDS of the City, the City reserves the right to cancel a reservation. A five-day notice will be given if at all possible. Any fees paid by the user will be returned at the time of cancellation.

NOTE: THE USER IS RESPONSIBLE FOR THEIR OWN SETUP AND RETURNING THE ROOM TO THE ORIGINAL CONDITION. SEE BACK PAGE TO RESTORE THE ROOM TO ITS ORIGINAL STATE.

USER REQUEST

USER: _____ PHONE: _____

ADDRESS: _____ PHONE: _____

REQUEST IS FOR: _____ FROM _____ TO _____
day date After 7:00 a.m. Not later than 11:00 p.m.
(please include time for set-up and clean-up)

AREA REQUESTED:

COUNCIL ROOM _____ (cost \$50.00)
(approx. 70 available, Max. occupancy 75)

CONFERENCE ROOM #1 _____ (cost \$25.00)
Through emergency exit to hallway (4 chairs)

CONFERENCE ROOM #2 _____ (cost \$25.00)
EAST WING (table with 6 chairs)

CONFERENCE ROOM #3 _____ (cost \$25.00)
WEST WING with sink (table with 8 chairs)

CONFERENCE ROOM #4 _____ (cost \$25.00) Police Interview room **Must have Chief's permission and any PD emergency will take precedence over all reservations.**

(EXTRA CHAIRS & TABLES ARE AVAILABLE. USER SHOULD KNOW HOW MANY ARE NEEDED AT TIME OF THEIR RESERVATION) NOTE: THE USER IS RESPONSIBLE FOR THEIR OWN SETUP AND RETURNING THE ROOM TO THE ORIGINAL CONDITION.

HOLD HARMLESS AGREEMENT

I, _____, hereby request the use of the City of Othello Municipal Building and agree to abide by the rules and regulations established pursuant thereto relating to the facility use. I agree to keep the facility clean and in orderly condition, and also agree to be responsible for any damages by my activities or use.

I understand that the Facility Use agreement is non-transferable. The City of Othello reserves the right to change or cancel any part of the Agreement.

The City of Othello, employees, agents, or elected officials hereinafter referred to collectively as “the City” shall not be liable to the facility user for any damage to persons or property resulting from the negligence of others, or for any damage to persons or property resulting from the condition of the premises or other cause.

Facility user agrees to indemnify and hold harmless the City against and from all claims by or on behalf of any person, firm, or corporation arising out of or connected in any way with the facility user’s use of the Municipal Building, or arising out of or connected with any act of negligence or omission of the facility user, or any of its agents, servants, or employees. In case of action or proceeding be brought against the City by reason of such claim, the City may, at its option, require the facility user to resist or defend such action or proceeding at facility users own cost and expense by counsel reasonable satisfactory to the City.

I have read, understand, signed and **received** the rules and regulations for the City of Othello Municipal Building and will take full responsibility to abide by those rules and regulations. I do hereby understand that I am responsible for the supervision and control of any group or individuals while using the facilities to ensure their safety, prevent injury and/or damage to the equipment, property or grounds. The undersigned agrees to comply with all facility policies and procedures.

Signature _____ Date _____

Address _____ Phone _____

Witnessed _____ Date _____
City Staff

Checklist:

- ____ Scheduled in Book (after form is signed and fees are paid)
- ____ Copy delivered to Police dispatch
- ____ Fees processed on receipt number _____ Dated _____
- ____ Give Rules and Regulations to user

We thank you for choosing the City of Othello Municipal Building as the location to hold your event. The following rules and regulations have been created to make your use of the facility more pleasant and enjoyable. We ask that each and every person using the facility abide by these rules and regulations. Your cooperation is appreciated. The following are some of the rules and regulations needed for the safety of you, your guests, and the facility. It is not to be construed as comprehensive.

FACILITY RULES and REGULATIONS

All users will be required to sign a Facility Use Agreement. All other spaces, rooms or equipment not requested by user are off limits (except the public rest rooms at entrance of building).

Fees are for a one time period of up to twenty-four (24) hours consecutively. The period of use should include any set-up time and clean-up time. All fees must be paid at time of request.

All users will be required to clean the facility following the event. The user of the facility will be held responsible for the cost to repair and/or replace any equipment or property damage beyond normal wear and usage. Any damage repairs or cleaning will be made to the satisfaction of the City Administrator and/or designee.

NO alcoholic products, illegal drugs, smoking, and/or gambling activities are permitted in the building.

A full refund of the user fee may be made if written notice of cancellation is received within a minimum 3 days prior to the date of the scheduled event. Failure to notify the City in writing will result in a denial of refund. In the event of unavoidable cancellation, one of the following conditions must be met in order to get a refund:

- a. FACILITY -- the City of Othello has to close the facility for any reason
- b. PERSONAL ILLNESS OR LOSS -- the City Administrator will evaluate the circumstances for cancellation of the event and may choose to refund the fee. The Administrator may require proof to be furnished as a part of the evaluation of the circumstance.
- c. WEATHER -- The City will abide by the Othello School Districts policy. If the school closes and you cancel, we will offer a refund.

The maximum number of persons per room allowable in accordance with Fire Safety Codes is as follows:

Council Room	75	East Wing	6
West Wing	8		

Overcrowding and admittance of persons beyond the approved capacity of the area is prohibited. **ALL EXITS ARE TO REMAIN OPEN AT ALL TIMES.** Furniture or displays are not to block doorways or hallways. Aisles leading to the required exits shall remain free from any obstructions.

Any and all open types of flame burning is prohibited.

Decorative materials such as drapes, hangings, curtains, drops, or other decorative materials including Christmas trees shall be made from material that is not flammable or shall be treated and maintained in a flame retardant conditions. Exit doors, exit lights, fire sprinkler heads, fire alarms, and fire extinguishers shall not be concealed or obstructed by any decorative materials.

No tacks, staples, tape of any kind, or nails may be put in any portion of the building.

Temporary extension cords shall be properly grounded and only one extension cord per appliance unless an approved multi-strip adapter is used. Extension cords may not be placed so they will be tripped on or impede egress from the building.

The City shall not be responsible for fire, theft, or damage to personal property or personal effects brought into or stored in the building by user or any of user's guests, invitee, licensees, or users.

The City shall have the right to enter the premises at any and all times for the purpose of determining whether the premises are being used in accordance with the terms of this agreement.

No animals of any kind shall be allowed in the premises without specific written permission of the City Administrator.

Please observe all noise ordinances and remember there are others using the building.

No city property is to leave the building at any time.

Prepared food and/or beverages are permitted. User must provide appropriate dishes, silverware, serving utensils, napkins, etc. Remember you are responsible for the clean up, so keep it simple and easy to handle. **NO COOKING** on the premises.

Any substances spilled or poured on the floors, walls, and other surfaces shall be removed immediately. Spills on the carpet will be cleaned immediately to help avoid the stains setting.

Persons who are loud, disorderly and/or abusive to others, equipment, or the facility itself will be asked to leave.

Children are not permitted inside or outside of the building without adequate adult (21 years or older) supervision.

The sponsoring organization may be required to provide proof of liability insurance for their event/activity.

The user is responsible for the clean-up of the facility as follows:

- Remove all decorations

- Remove personal property

- Return equipment to its original place of storage

- Carry out all trash to the dumpster in back of facility

- Leave the facility clean

RESTROOMS ARE LOCATED IN THE LOBBY. CITY EMPLOYEE BREAK ROOM IS OFF LIMITS.

Signatory is responsible for ensuring all users of the group know the rules and regulations.

The user is responsible for damage to the building and property as follows:

The user is responsible for any damage caused which may occur to the inside or the outside of the building or property therein. Any damage incurred during the event will be assessed, billed and due within 10 days of assessment.

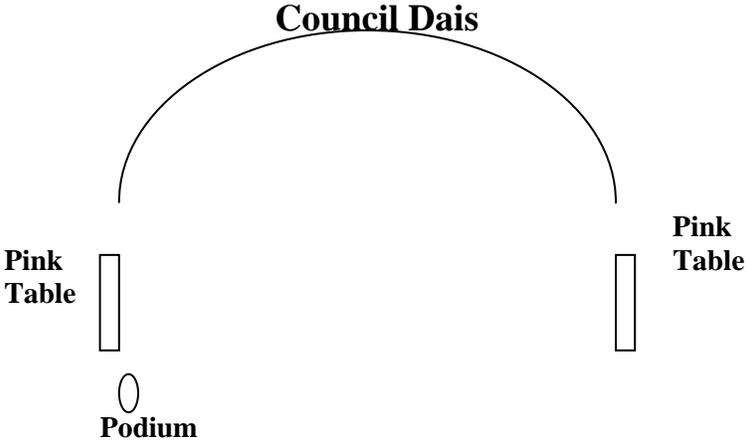
The user will notify the Police Dept. when leaving the facility.

The misuse of the facility or the failure to comply with these regulations will be sufficient reasons for denying any further requests for future use of the facility.

FACILITY USER:

PLEASE RETURN THE ROOM TO THE FOLLOWING CONFIGURATION,
WHEN YOU ARE FINISHED USING IT.

THANK YOU
DEBBIE KUDRNA, CMC
CITY CLERK



Chair placement
5 across
5 rows

