

FACILITY USE AGREEMENT FOR BOMBER MOUNTAIN CIVIC CENTER

_____ (hereinafter referred to as the User(s)) and the **Kaycee Buffalo Johnson County Economic Development Joint Powers Board** (hereinafter referred as the Joint Powers Board, agree to allow the following described room(s) or facility(ies):

(Please circle room(s) needed. If chairs & tables are needed, specify #s. Prices are \$/day)

Large Gym (\$250.00)..... _____

Small Gym (\$150.00)..... _____

Band Room (\$75.00)..... _____

Wyoming Room (\$95.00) _____

Buffalo Room (\$60.00)..... _____

Sagebrush Room (\$60.00)..... _____

Chairs/Tables (\$.50/\$1.50 per item, for use out of building)..... _____

Kitchen – (\$75.00)..... _____

If multiple spaces are rented contact our office for deposit amount. Please make checks payable to JOCO First.

Leased facility(ies) to be used by User(s) subject to the following terms and conditions which are agreed to by the respective parties:

1. The facility(ies) will be available for use on the following dates and times:

Dates from (please include time for set-up/tear-down): _____

through _____

Between the hours of: _____ AM/PM

and _____ AM/PM

Purpose/type of function(s): _____

Number of people estimated to attend: _____

2. The User(s) to pay a use fee of \$ _____ per _____, the fee to be paid to JOCO First before the event. (**Unpaid space cannot be guaranteed.**)

3. The User(s) to pay a bond/deposit of \$ _____ refundable at the expiration of the agreement provided that the facility(ies) used has/have been left in an appropriate condition.

4. The User(s) to observe the following opening and securing arrangements:

a) KBJ will give a checklist before the event listing opening and closing procedures. This checklist needs to be turned into the KBJ office after the event is done.

b) All keys loaned to User(s) must be returned to office or pre-arranged location at event's completion. (**A minimum of \$75.00 will be billed for each key lost or not returned.**)

5. For the purposes of this agreement, the User(s) to use only those parts of the buildings or grounds specified above, and the entrances to those parts.

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6. The User(s) is to ensure that any furniture and equipment moved during use of the premises is replaced, that the premises will be left in a clean and tidy condition, that proper care will be taken of the premises during use and any damage from such use, whether caused by negligence, recklessness or the willfulness of the User(s), or the servants, agents or invitees of the User(s), is repaired at the User(s) own cost.

In event that the space is not put back to its original layout and or cleaned after use, a \$75.00/hour fee may be charged to the User(s)/Company that utilized the room(s).

7. The Joint Powers Board reserves the right to terminate this agreement immediately by notice in writing at its absolute discretion if clause 6 is contravened by the User(s) (or the servants, agents or invitees of the User(s)) at any time.

8. The User(s) is to provide the Joint Powers Board with evidence of a current liability insurance policy acceptable to the Joint Powers Board.

9. The User(s) agrees that no undesirable nor hazardous materials, including but not limited to, corn, straw or hay, smoke machines, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics, or dangerous animals will be brought onto the premises or used in any way while occupying any portion of any Joint Powers Board owned property except as specifically listed below:

10. The User(s) agree that no amusement rides or attractions, including but not limited to, trampolines of any type, enclosed or air supported structures of any type, climbing walls, climbing ropes, firearms or shooting activity, bow and arrow shooting activity or equipment or devices related thereto will be brought onto the premises or used in any way while occupying any portion of any Joint Powers Board owned property except as listed below:

11. The User(s) must give written notice to the Joint Powers Board of any accident resulting in bodily injury or damage to property of the Joint Powers Board or others occurring on Joint Powers Board premises or in any way connected with the use of Joint Powers Board premises within 24 hours of the accident. The notice must include details of the time, place and circumstances of the names and addresses of any person(s) witnessing the accident.

12. The User(s) agrees to remove any equipment, material, etc. that is brought onto the premises within 30 days of the completion of the lease term. In the event that such items are left unclaimed after 30 days, they will be donated to charitable causes or disposed of appropriately. For disposal of large or specialty items, a disposal fee of \$100 will be charged to the User(s).

13. The User(s) to observe the following extra conditions:

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In addition, the User(s) undertakes and agrees to indemnify and hold harmless the Joint Powers Board, board members, administrators, and all other Joint Powers Board employees, volunteers or representatives, and all persons and bodies corporate acting for or on behalf of them, against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorney fees) whatsoever (including injury to persons and damage to property) for which they may be or become liable directly or indirectly arising out of the use of Joint Powers Board premises by the User(s) (or the servants, agents or invitees of the User(s)), and for such further sums in excess of those contained in any insurance policy procured by User(s) relating to the use of the Joint Powers Board premises or for such amounts as may not be payable under any such insurance policy.

Joint Powers Board does not waive sovereign immunity by entering into this agreement and specifically retains all immunities and defenses available to it as sovereigns pursuant to W. S. § 1-39-104 and all other state law.

Bomber Mountain Civic Center Key Disclosure

A key to the building will be provided if the User(s) will be utilizing the building after hours or if they are leasing long term space within the building.

User(s) responsibilities:

- Pick up key prior to their event and return key immediately post-event.
- If the User(s) unlocks any exterior doors it is their responsibility to make sure the building is locked and secured before leaving the premises. In the event the building is not secured after use the User(s) can and will be held liable for any damages or unwarranted access that may ensue.
- In the event of the key(s) being lost or misplaced the User(s) will be fully responsible for the rekeying of the facility door(s) in which the key was lost. This will cost a **minimum of \$75.00 for each lost key.**
- If a key(s) is lost and the User(s) refuses to pay the fee then they will no longer be able to utilize spaces within the Bomber Mountain Civic Center until such fees are paid in full. There will be no exceptions.

Keys Received: _____

Accepted on behalf of (User(s)): _____

Contact person: _____

Telephone Number: _____

E-mail address: _____

Signature: _____

Kaycee Buffalo Johnson County Economic Development Joint Powers Board

By: _____

Title: _____

Date: _____

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<u>SPACE</u>	<u>\$ PRICE/DAY</u>
Large Gym	\$250/ Day \$150/ Half Day (4hrs)
Small Gym	\$150/ Day \$100/ Half Day (4hrs)
Band Room	\$75 / Day \$50 / Half Day (4hrs)
Wyoming Room	\$95 / Day \$50 / Half Day (4hrs)
Buffalo Room	\$60 / Day \$30 / Half Day (4hrs)
Chairs and Tables	\$.50/chair and \$1.50/table up to \$100 maximum deposit (Fee for off-premises use only)
Kitchen	\$75 per day

This is a guideline to the prices for rented space within the Bomber Mountain Civic Center. Some prices may be negotiable due to time of day or type of event.

(Note: if the space is not paid for and another event pays for the space, priority goes to the paying event.)

Please make checks payable to **JOCO First**.