

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 to as the Joint Powers Board, agree to allow the following described room(s) or facility/ies:

PLEASE CIRCLE ALL THAT APPLY:

- Large Gym Full Half Hourly _____ Total \$ _____
- Small Gym Full Half Hourly _____ Total \$ _____
- Band Rm Full Half Hourly _____ Total \$ _____
- Kitchen Full Half Day/s _____ Total \$ _____
- Other (Explain) _____ \$ _____

(Full day is an event going over 4 hours. Half day is an event that is 4 hours. Hourly is any event 3 hours or less.)

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: _____ through _____

Days of the Week: _____

Between the hours of _____ AM/PM and _____ AM/PM

Purpose/type of function(s): _____

Number of people attending: _____

2. The User(s) to pay a use fee of \$ _____ per _____, the fee to be paid **2 weeks prior** to the event. Refunds are at the discretion of the facility director but are not normally granted less than 2 weeks prior to any scheduled event and unpaid space cannot be guaranteed.

Make checks payable to: **JOCO FIRST**

3. The User(s) to pay a bond/deposit of \$ 350.00 refundable* at the expiration of the agreement provided that the leased/rented areas used has/have been left in a clean and working condition.

***Please make out a separate check for the deposit.**

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If your event requires tables and chairs please indicate quantity below.

Chairs _____ 60" Round Tables _____ 96" Rectangle Tables _____

Also available **at an additional fee**, through AlSCO, in quantities of 10: (Must be ordered 2 weeks prior.)

Tablecloths _____ Color _____ Toppers _____ Color _____

If your event requires specialty items, please circle. Prices are daily use:

Projector (Release form/deposit required.)	\$75	\$ _____	Total
Screen	\$10	\$ _____	Total
Sound System (Keys needed)	\$10	\$ _____	Total
Microphones/batteries	\$10	\$ _____	Total

Also available at no additional cost: Podium, extensions cords, pantry, centerpieces, and display items.

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

YOU MUST LOCK UP WHEN YOU LEAVE IF YOU ARE THE LAST ONE HERE

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.

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 will 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, **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

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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 the given time, 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:

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 sue 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/Specialty Item Disclosure

A key or specialty item 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. It is the USER's responsibility to pick up an items prior to their event.

If the User(s) unlocks any exterior doors it is their responsibility to make sure the building is locked

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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** and could cost more depending upon which door, exterior door keys will cost more money. 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.

In the event the specialty item rented is not returned in good working condition or is lost, the deposit will not be refunded.

Keys/Specialty Items Received: _____

Title/Host: _____

Date: _____

Contact person: _____

Telephone Number: _____

E-mail address: _____

Signature: _____

Kaycee Buffalo Johnson County Economic Development Joint Powers Board

By: _____

Title: _____

Date: _____

Bomber Mountain Civic Center, Buffalo, Wyoming

Fire Alarm procedures

In the event of a Fire Alarm: Call immediately 911

The following procedures should be followed in the event of a fire or fire alarm:

Alarm Procedures

When the alarm is activated, please call 911 and inform the appropriate agencies (Fire, Police).

Manual Procedures

In the unlikely situation that the alarm is manually triggered, (e.g., in the case of visible flames, visible smoke or strange and unusual odors) the following procedures should be followed:

The person of contact should immediately:

- Activate the nearest fire alarm pull box.
- Follow evacuation procedures below.

Evacuation Procedures

When a Fire Alarm is sounded the person of contact should notify all patrons and other staff in their unit that **all occupants must evacuate the building.**

The person of contact should clearly inform the patrons of possible imminent danger to personal safety. If the patron refuses to leave the building, the staff member should continue with evacuation procedures. From a safe location call 911 to inform the police department of the location of the individual.

General Procedures

- Employees are not to remain in the building, except for those individuals with specific assignments relating to alarm procedures.
- Doors to units should be locked. Fire and rescue workers must have access to all areas of the building.
- The lights should be left on to provide additional visibility for the Fire Department.

- Do not remain in the first floor common area or corridors during a fire alarm or emergency. **Evacuation requires that all employees and patrons go outside the building regardless of weather conditions or perceived lack of danger.**
- During the fire alarm or emergency, employees waiting outside the building can help by informing approaching people not to enter the building. Employees exiting the building should assist by advising people to vacate.
- Individuals should stay 50 feet clear of entrances once they have evacuated the building to provide access for Fire Department personnel.
- The Fire Department will announce when it is safe to re-enter the building. They will be responsible for turning on the fire alarm system's all-clear notice and for re-setting the alarm system.

Workers and Patrons with Disabilities

Within each area staff members should take responsibility for all employee(s) and patron(s) with disabilities, particularly those in wheelchairs. The person of contact is to go to the South door (by parking lot) to inform fire-fighters where the persons with disabilities are located. For smaller units, two units could arrange to cooperate to help the individual(s) with disabilities during these circumstances.

Help the person(s) with disabilities to the safest area. If a person with a disability is alone in a room with a phone and is not in any immediate danger, that individual should call 911 and relay the situation. If the person is in an area without a phone, he/she should proceed to a safe, smoke-free stairwell landing.

During building hours, notify the following office depending on the time of day and day of the week:

Amie Pritchard, Facility Coordinator, Bomber Mountain Civic Center (307-620-2458).

I have read and understand the above:

First/Last Name:

Date:

