MESCAL-J6 FIRE DISTRICT

448 N. Warren Rd. Benson, AZ 85602
Phone (520)586-4690 Fax (520)586-8598

FACILITY USE AGREEMENT

THIS IS A LEGAL CONTRACT. READ EVERY PROVISION BEFORE SIGNING AS YOUR SIGNATURE INDICATES AGREEMENT WITH EVERY TERM. Violation of any term may result in User's immediate expulsion from the property, and financial liability for any damages.

1. Hours available are determined on a case-by-case basis depending on staff available to prepare, open, and close the facility.
2. The meeting area is available on a limited basis. Fire District business will take precedence over other group usage. If an unexpected need arises, you will be contacted as soon as possible to reschedule your time. Note that your application to use District facilities includes your consent to limit your damages in this circumstance to a refund of money paid.
3. No food is to be brought into the facility without first notifying the Chief and paying a $100.00 non-refundable cleaning deposit.
4. No alcohol or illegal drugs will be brought onto or consumed on District property. Any violation will result in User's immediate expulsion from the property and a permanent ban from District property.
5. The room must be left in the condition it is found in. All trash will be placed in appropriate receptacles before you leave. If necessary, wipe down tables and chairs.
6. All cabinets and closets in all rooms, including the restroom, are off limits. These cabinets and closets have Fire District equipment and supplies in them. Any group found going through, disturbing, or taking these supplies will have their privileges revoked and will be liable for the replacement cost for any missing items.
7. Staff on duty will be informed of who has reserved the meeting space and will be expecting you. If no one is available to let you in, this means that they are on an emergency call and you will have to wait until someone returns.
8. If no firefighter or staff member is available to close the building when the meeting is adjourned, please call one of the following numbers for assistance:
9. At least seven days prior to your event, you may need to provide the District with a minimum one million-dollar ($1,000,000) Certificate of Insurance that names Mescal-J6 Fire District as an additional insured (will be assessed on a case by case basis).
10. By signing below, you agree to indemnify and keep the Distract harmless against any and all liability, claims, judgments, or demands, including demands arising from all torts and claims, including but not limited to contributory claims, injuries or death of persons (User's employees included), and damage to property, arising directly or indirectly out of obligations herein undertaken or out of the operations conducted by User. You understand that your signature confirms that it is the intention of the parties that the indemnity provided for by this agreement provides for indemnity to the fullest extent provided for by law, and that this obligation never expires.
11. By signing below, you agree to abide by the above-listed rules and obligations, and understand that your license to use District property may be revoked at any time for failure to follow these rules, and that if it is, you are not entitled to a refund, and hereby agree to identify the District against all claims and losses you may or do incur.

MESCAL-J6 FIRE DISTRICT

448 N. Warren Rd. Benson, AZ 85602

Phone (520)586-4690 Fax (520)586-8598

12. By signing below, you assume full responsibility for all members of your group.

_____ _____

User's Signature Date

_____ _____

Address, City, State, Zip Phone Number

On the _____ day of _____, 20____, I discussed this agreement with the above-signed User, and have approved this application.

_____, Fire District Representative

Policy reviewed by L. Owen, Cochise County Attorney's Office, October, 2016