

City of Collinsville

Facility User Agreement

THIS AGREEMENT is made and entered into by and between the City of Collinsville, Oklahoma, a municipal corporation, hereinafter referred to as "City", and _____, hereinafter referred to as "User".

WHEREAS, CITY, desires to furnish facilities and certain minimal maintenance for USER'S use: and

WHEREAS, USER desires to use CITY Property and Facilities and assume all responsibility for that use as well as the costs and expenses thereof, except such responsibilities as may be specifically assumed by CITY.

NOW, THEREFORE, in consideration of the agreements and the covenants herein made and in consideration of the USER'S use of CITY facilities, the parties agree as follows:

1. The term of this agreement shall be from the ____ day of _____, 20__ to the ____ of _____, 20__.

2. USER agrees to pay to the CITY a \$200 cleaning deposit and the rental fee as stated in the Facility User Agreement attached as *Exhibit 1* which is incorporated by reference as a part of this Agreement. The payment of the cleaning deposit and rental fee is required to be paid in advance to reserve the use of the facility. If the USER cancels more than 10 days in advance of the date the facility is reserved for use, the cleaning deposit and rent will be refunded. If the USER fails to notify the CITY in writing of the cancellation of the reservation more than 10 days in advance, the rent will be forfeited and the cleaning deposit of \$200 shall be returned.

3. USER may charge admissions for any classes, camps or activities which are necessary to defray the cost and expenses of the use by any non-profit organization, provided that the non-profit organization shall provide to the CITY any books, records, bank statements, invoices and receipts disclosing all income and expenses relating to the use of the facility upon request by the CITY.

4. USER fees for citizens of the CITY of Collinsville shall be reduced by 50% of the USER fee upon presentation of a Collinsville utility bill and proper identification confirming residency within the CITY of Collinsville City limits.

5. USER fees may be waived for non-profit CITY and Government organizations operating and officing within the CITY of Collinsville.

6. USER agrees to follow and be bound by the Facility User Guidelines which are attached to this agreement as *Exhibit 2*, which is incorporated by reference as a part of this Agreement.

7. USER agrees to assume all responsibility for and all costs and expenses arising from the use of any music, written materials, dramatic rights or other similar items that are the subject of any copyright or trademark and USER agrees that any payments due third parties or clearinghouse agencies shall be paid by the USER as may be necessary to lawfully perform, publish, display or reproduce any such works. USER specifically agrees to make any and all reports to such agencies or parties including, but not limited to ASCAP, BMI, SAG, SESAC, Copyright Clearance Center and other similar agencies, and that USER agrees to indemnify and hold harmless the City from any claim, expense, costs or fees arising from any action brought as a result of a claim arising from the use of proprietary intellectual property.

8. USER shall comply with all laws, ordinances, and public regulations which affect the facility and shall use the facility only for the stated purpose of:

and no other purpose.

9. USER agrees to maintain all portions of the facility in a state of good repair and shall return to the CITY the facility in the same condition as it was when it was turned over to USER. Any damage to the facility shall be the sole responsibility of the USER.

10. USER may have the exclusive right to use the facilities specified during the times and on the dates herein scheduled.

11. USER hereby agrees to indemnify and hold CITY harmless for any and all claims made against the USER for any reason and further agrees to indemnify and hold said CITY harmless for any costs of defending any suit brought against it including but not limited to attorney fees and costs of defense due to any action or claim made against the CITY by any person for any reason arising from the use of the facility.

12. In the event either party breaches the terms of this Agreement and litigation is required to enforce this Agreement, the prevailing party shall be entitled to any remedies available under the law together with attorney fees arising from any breach of this Agreement.

13. USER is hereby granted the use of the following facilities and premises, at the time(s) and on the date(s) of the weeks indicated:

<u>SITE</u>	<u>DATE(S)</u>	<u>TIME(S)</u>
CITY HALL COMMISSION ROOM		
<u>VETERAN'S BUILDING</u>		
<input type="checkbox"/> GREAT ROOM		
<input type="checkbox"/> MEETING ROOM		
<input type="checkbox"/> SERVING KITCHEN		

ENTIRE BUILDING

DESCRIPTION OF ACTIVITY: _____

NUMBER OF TABLES OR CHAIRS NEEDED: _____

14. The USER granted the use of the above facility may not sublet the facility nor delegate their rights or their responsibilities to any other groups or individuals.

15. CITY hereby reserves the right to cancel this agreement within 24 hours for violations of the terms of this agreement or for violation of any of the rules or regulations adopted for facility use.

16. USER will not refuse participation on the basis of race, color, national origin, age, sex or handicap.

17. Janitorial maintenance of facility restrooms and kitchen is the responsibility of USER.

IN WITNESS WHEREOF, the parties have executed this agreement at Collinsville, Oklahoma, this ____ day of _____, 20__.

CITY OF COLLINSVILLE

City Clerk

Administrative Assistant

Date Approved

Date

USER: _____

By: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

NOTE: THIS IS A REQUEST FOR USE OF A CITY FACILITY. UNTIL THIS FORM IS SIGNED BY THE CITY CLERK OR ADMINISTRATIVE ASSISTANT. YOU DO NOT HAVE ACCESS TO THE FACILITY REQUESTED.

City of Collinsville

Facility User Agreement Pricing

EXHIBIT 1

Fees:

- **Cleaning Deposit (to be refunded after successful inspection): \$200**
 Note: Facility must be in pre-event condition. All trash removed to dumpster and new liners placed in indoor trash receptacles (bathrooms excluded). City to provide liners. Partial refund of deposit for incomplete cleanup is at the City's discretion.

City Hall:

- **Commission Room: \$50 first two hours. 2 hour minimum. \$25/hour each additional.**

Legion Building:

- **Entire Building: \$350 first 4 hours. 4 hour minimum. \$50/hour each additional**
- **Great Room: \$200 first 4 hours. 4 hour minimum. \$50/hour each additional**
- **Serving Kitchen: \$25/hour. One hour minimum. \$25/hour each additional.**
- **Meeting Room: \$25/hour. One hour minimum. \$25/hour each additional.**

Name	# Hours or #	Facility / Room	Rate Price/HR	Total Due
Discount (Where Applicable)				
Total Due				

By signing this agreement, I agree to all information and price charges in this document.

Event Name: _____

Signature: _____

Date: _____

City of Collinsville

FACILITY USER GUIDELINES

EXHIBIT 2

Where certain city facilities are available to all citizens to rent and use for civic, family and other functions, cleaning deposit fees and hourly rental fees are required to reserve the facility or portion of the facility for your event. The cleaning deposit fee or portion thereof is refunded following your event and is based on the adherence to the following guidelines:

- No decorations, posters, pictures or other object shall be fastened to the walls, ceilings or fixtures.
- Decorations must be table top style ONLY. All decorations and personal effects brought in for the event must be removed. (Balloons, gift wrap, etc.)
- Lit candles are prohibited. (Battery operated candles ONLY)
- Every room you use must be cleaned.
- Tables and countertops must be cleaned off.
- Tables and chairs must be returned to their storage area.
- Floors must be swept.
- Spills or obvious marks on tile areas must be mopped.
- Restrooms must be left clean, toilets flushed and trash emptied.
- All trash must be placed in trash dumpsters located on the west side of building inside the fenced area.
- All interior lights must be turned off. Doors must be locked.
- Before leaving, the front doors must be checked from the outside to make sure they are secure.
- Smoking is permitted 25 feet away from building
- **ALCOHOL IS NOT PERMITTED IN ANY CITY FACILITY OR ON CITY PROPERTY.**
- **ALL CITY FACILITIES ARE "TOBACCO AND VAPE FREE" ENVIRONMENTS.**
- **DAMAGE CAUSED BY YOU OR YOUR GUEST WILL BE YOUR RESPONSIBILITY.**
- All events must vacate the building and premises by midnight.