

**CRAIG COUNTY COMMUNITY CENTER
USE AGREEMENT**

WHEREAS, the County of Craig ("County") owns and maintains the Craig County Community Center ("Community Center"), which it is willing to make available to the public for activities, special events, meetings, and other gatherings ("Events"); and

WHEREAS, _____ (insert name of user) ("User") would like to use the Center for an Event and is willing to agree to the terms and conditions contained herein in exchange for County's authorization to do so.

I. EVENT DESCRIPTION AND DETAIL

Date of Event: _____ Hours of Event: _____ to _____

Type of Event: _____ (e.g., wedding, party, meeting, class, workshop)

Type of User:

(Check one) Individual For-Profit Entity Non-Profit Organization Public Entity

Other (please describe) _____

Number of people attending event: _____

Contact person and information:

(Name) _____

(Mailing address) _____

(Phone number) _____

(E-mail address) _____

User please answer the following by marking the appropriate boxes: YES NO

A. Will the kitchen be used?

B. Will alcoholic beverages be present or provided?

C. Will alcoholic beverages be sold?

D. Will there be any attendees under the age of 18?

E. Will food be provided to the general public?

F. Will the Event be open to the general public?

G. Will there be more than 50 people in attendance at the Event?

H. Will food or goods be sold? (circle one or both, if applicable)

II. TERMS AND CONDITIONS

User is hereby authorized to use the Community Center on the date and time and for the type of Event specified in section I of this Agreement, in accordance with the following terms and conditions:

1. DEPOSIT AND USE FEES

1.1. Concurrently with the submission of this Agreement, User shall pay to the Craig County Fair Board ("Fair Board") the Deposit and the Use Fees set forth in the document entitled "Community Center Use Fees and Deposits" which is attached to this Agreement as Exhibit "A" and incorporated by this reference. No Reservation will be made for use of the Community Center unless and until the applicable Deposit and Use Fees have been received by the Fair Board and this Agreement has been executed by both the Fair Board and the User.

1.2 The Deposit and Use Fees shall be paid by separate checks made payable to the Craig County Fair Board. To cancel a reservation, User shall contact Fair Board at 918-244-8432 or 918-693-0833. **If the cancellation is made less than seven calendar days prior to the date of the Event, then the Use Fee will not be refunded.**

2. COUNTY PRECEDENCE

2.1. Community Center is an integral part of the County's emergency response system. In the event of an emergency, as determined in the sole discretion of County, it may be necessary for County to cancel an Event reservation. In such circumstances, County will refund all Use Fees and Deposits received for the canceled Event unless County and User mutually agree to reschedule the canceled Event.

2.2 In the event of preemption or cancelation pursuant to paragraph 2.1 of this section, County shall not be liable to User, or to its guests, invitees, participants or to other third parties, for any damages whatsoever, including, but not limited to, any damages for lost profits or lost revenue, or for special, incidental, punitive, or consequential damages, even if County has been advised of the possibility or likelihood of such damages. User hereby waives any claim it may have, and agrees to defend, indemnify, and hold County harmless against claims by third parties, for such damages.

3. USER RESPONSIBLE FOR CONDUCT

3.1 User is responsible for the conduct of all persons present at the Event and agrees to ensure that the Event will be conducted in an orderly manner. Failure to conduct the Event in an orderly manner, demonstrated by lack of compliance by User (or others present at the Event) with any of the terms and conditions of this Agreement, may result in a forfeiture of User's Deposit, immediate closure of the Event, and/or the loss of future privileges to use the facility.

3.2 User hereby acknowledges that County personnel, including law enforcement personnel, may enter the Community Center at any time during the Event for the purpose of ensuring compliance with the terms and conditions of this Agreement.

4. CLEANING AND CLOSING RESPONSIBILITIES

4.1 User is responsible for cleaning and "closing" the Community Center after the Event, including performing each of the tasks listed in the "Community Center Closing Checklist" which is attached to this Agreement as Exhibit "B" and incorporated by this reference. In the event the Community Center is left unclean as determined in County's sole discretion, or any of the tasks set forth in the Closing Checklist have not been performed, cleaning and/or maintenance fees will be deducted from the Deposit on file with the Fair Board. If the cost of cleaning and/or maintenance exceeds the amount of the Deposit, then User will be notified of the additional amounts owing and shall make payment therefor as provided in paragraph 4.3.

4.2 User is responsible for any damage over and above normal usage of the building and its contents, as determined by County. If User notes any damage or unusual condition upon entering the building, then User shall report it to Fair Board at 918-244-8432 or 918-693-0833 prior to the occurrence of the Event. If an unusual condition is not reported prior to the Event, then County will presume, unless proven to the satisfaction of County otherwise, that the condition was caused by the Event and the costs of remediating the condition will be deducted from User's Deposit. If the cost exceeds the amount of the Deposit, then User will be notified of the additional amounts owing and shall make payment thereof as provided in paragraph 4.3.

4.3 User shall make payment of any amounts owing in excess of the Deposit which are charged in accordance with paragraphs 4.1 or 4.2 within fifteen calendar days of the date printed on the notice of charges provided to User by County. Payments not made within said time period shall accrue interest at the rate of ten percent (10 %) per annum.

5. COMMUNITY CENTER KEY

5.1 User will be provided with a key to the Community Center in advance of the Event and shall return the key following the Event as directed by County.

5.2 User shall maintain sole possession and control of the key from the time of its receipt until its return following the Event. No person other than User shall be authorized to use or hold the key. The reproduction or distribution of keys is prohibited.

6. USE RESTRICTIONS AND OCCUPANCY LIMITS

6.1 Occupancy limits for the Community Center are posted onsite and will be enforced. Emergency exits shall be kept clear at all times.

6.2 With the exception of dogs assisting the disabled or as permitted by a Special Event Permit or other express authorization by County, animals are not allowed within the Community Center.

6.3 No persons under the age of 18 shall be present without adult supervision. For the purposes of this paragraph, adult supervision shall mean the presence of a sufficient number of adults so as to maintain continuous supervision and control over any minors present at the Event, but in no case shall there be less than one adult for every ten (10) minors.

6.4 There is no smoking inside the Community Center building or within 20 feet of any entrance or ventilation system.

6.5 Live music, amplified sound, and all other noise generated by the Event shall comply with the limits set forth in Craig County's noise ordinance and shall not constitute a nuisance to neighbors or others in or within the vicinity of the Community Center.

6.6 *Loaded* firearms are not allowed in the Community Center unless carried by authorized security personnel or law enforcement officials. *Unloaded* firearms are allowed in the Community Center only where such use is an integral part of the Event. Such Events include: a class in firearm safety; where firearms are awarded as prizes or offered for raffle by non-profit charitable organizations; gun collectors' shows; or such other type of Event for which the presence of unloaded firearms is approved in writing by Fair Board

6.7 All automobiles associated with the Event (e.g., invitees, vendors, etc.) shall be parked in Community Center parking areas, to the extent possible.

7. PROVISION OR SALE OF ALCOHOL

7.1 If alcohol is to be provided, served, sold, or otherwise present at the Event, then User shall provide insurance in accordance with the document entitled "Community Center Insurance and Alcohol Requirements" which is attached to this Agreement as Exhibit "C" and incorporated by this reference. User shall additionally comply with all permit and approval requirements set forth in Exhibit "C."

7.2 The presence of alcohol at an Event in violation of this Section or any failure to comply with the insurance/permit requirements set forth in Exhibit "C" may result in the immediate closure of the Event, the forfeiture of User's Deposit, and/or the loss of future privileges to utilize the facility.

7.3 Under no circumstances shall alcohol be provided, served, made available, or sold to any person under the age of 21.

8. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

If the Community Center is utilized by User for the provision of a service, class, or other purpose for which the User (or the individual or entity providing the service or class) is required by law to be licensed, certificated, or otherwise officially qualified or permitted, then the User (or other individual or entity providing the service or class) must obtain the relevant license, certificate, authorization, permit, or qualification prior to the date of the Event. And said license, certificate, authorization, permit, or qualification shall be maintained in full force and effect throughout the duration of the Event and shall be present and available for display and inspection at all times during the course of the Event. User understands and acknowledges that it is User's sole responsibility to identify, secure, and maintain any license, certificate, authorization, permit, or other qualification required by law, or to ensure that the individual or entity providing the service or class pursuant to this Agreement for which the license, certificate, authorization, permit, or other authorization is required, has done so. Notwithstanding the foregoing, if there is any dispute or disagreement between County and User as to whether a particular license, certificate, permit, authorization, or other qualification is required, County reserves the right to make such determination for purposes of this Agreement and to deny User the use of the Community Center in the event that said license, certificate, or other permit or authorization is not obtained or is not in effect at the time of the Event.

9. DEFENSE AND INDEMNIFICATION

9.1 User shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with the Event or this Agreement. User's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. User's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of User, its agents, employees, suppliers, guests or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

9.2 User's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of paragraph 9.1 is not limited to, or restricted by, any requirement in this Agreement that User procure and maintain a policy of insurance.

10. NONDISCRIMINATION

During the performance of this Agreement, User, its agents, guests, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person participating in the Event, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, gender, or sexual orientation.

11. DISPUTES

Disputes between the User and the Community Center will be resolved through the Craig County Commissioners. User should contact the Craig County Commissioners to have their complaint put on the next available agenda.

12. ENTIRE AGREEMENT

This Agreement contains the entire agreement of County and User, and no representations, inducements, promises, or agreements otherwise between them not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by County and User.

13. EXECUTION

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, _____.

CRAIG COUNTY

USER

By: _____

By: _____

Dated: _____

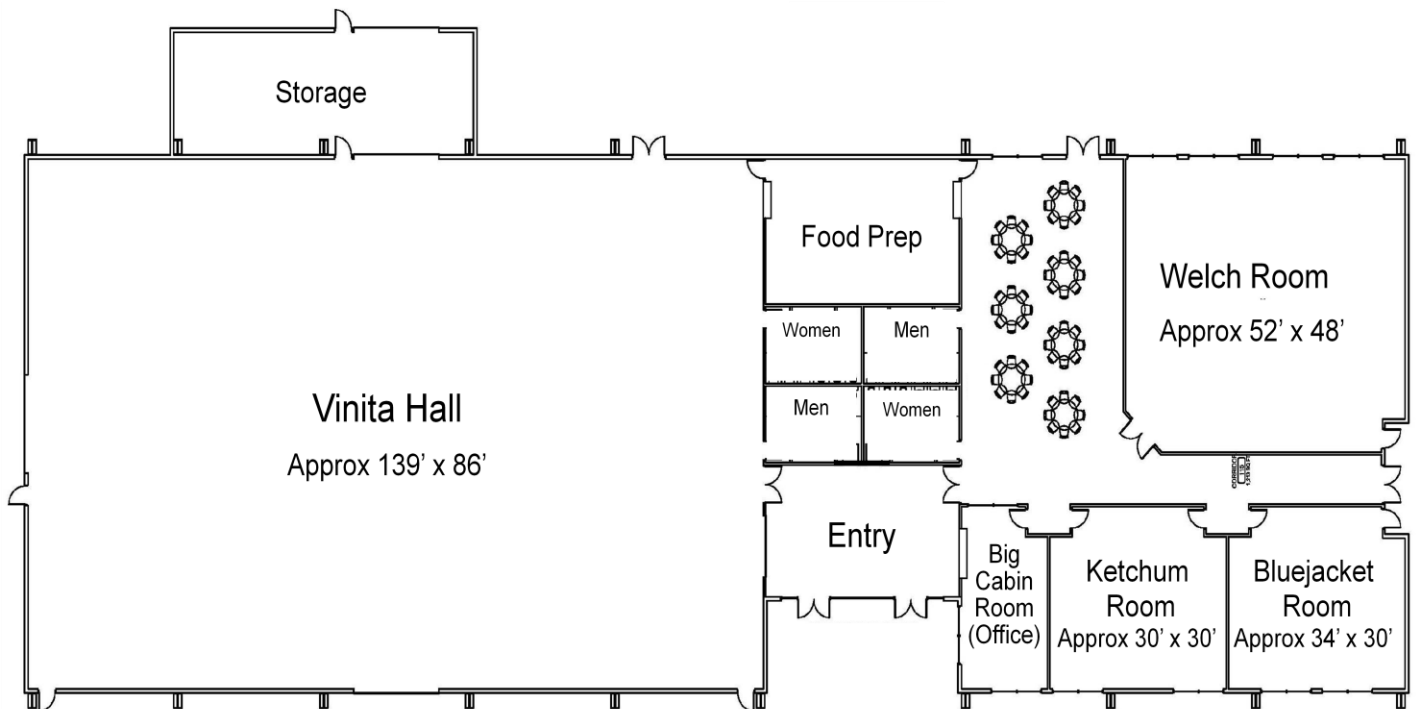
Dated: _____

This Agreement is not to be executed by the County unless and until the section below has been fully completed. **This Agreement shall be of no force and effect and shall confer no rights, nor impose any obligations, upon either party unless and until the section below has been fully completed and initialed by County staff or its designee.**

COMMUNITY CENTER USE FEES AND DEPOSITS

<u>ROOM</u>	<u>USE FEE/DAY</u>	<u>REFUNDABLE DEPOSIT</u>
Vinita Hall (approx 12,000 sq ft).....	\$500.....	\$500
Welch Room (approx 2,500 sq ft).....	\$300.....	\$300
Bluejacket Room (approx 900 sq ft).....	\$150.....	\$150
Ketchum Room (approx 900 sq ft).....	\$150.....	\$150
Bluejacket & Ketchum Rooms (combined for one event).....	\$250.....	\$250
Use of Food Prep Area..... (for any event)	\$25.....	\$25

Craig County Community Center



COMMUNITY CENTER CLOSING CHECKLIST

Prior to leaving the building, User shall complete the following checklist for those tasks that are applicable to the Community Center where the Event was held and to the type of Event held.

TASKS FOR ALL EVENTS:

- All decorations have been removed from the walls, ceiling, floor, etc.
- All trash has been removed from the floors and counters throughout the building.
- Trash has been removed from trash cans and taken to the dumpster provided outside.
- Chairs and tables have been stacked and put away in their proper storage locations.
- All carpeted floors have been vacuumed.
- All floors have been swept and mopped.
- Chairs and tables have been cleaned off and wiped down prior to properly storing.
- Thermostats have been turned up to 80°F in summer and down to 50°F in winter.
- All toilets and urinals have been wiped down and flushed, sinks wiped down, and trash removed from all restrooms.
- All lights have been turned off, EXCEPT for the front exterior lights.
- All doors have been shut and locked.

ADDITIONAL TASKS FOR EVENTS THAT INCLUDE FOOD & BEVERAGES:

- Kitchen floors have been swept and mopped.
- All countertops have been cleaned off and wiped down.
- The kitchen sink has been emptied, cleaned, and wiped down.
- The stove top has been cleaned off and wiped down.
- The refrigerators have been cleaned and emptied of the event's items.

I hereby certify that the above tasks have been completed.

Printed name of User or, if User is an entity, of authorized representative

Signature

Date

Please report any damage or problems to the Fair Board at (918) 244-8432 or (918) 693-0833.

COMMUNITY CENTER INSURANCE AND ALCOHOL REQUIREMENTS

Insurance

If alcohol is to be provided, served, sold, or otherwise present at an Event, then User must obtain Host Liquor Liability Insurance in the amount of one million dollars (\$1,000,000) per Event, with the County of Craig named as an additional insured.

Listed below are some options that are available regarding securing the required insurance:

Home Owner's Insurance

Some insurance companies will provide a one day Special Event Liquor Liability rider to your Home Owners or Renters policy. The County of Craig must be named as an additional insured. Contact your local agent for information.

Caterer's Insurance

If a caterer is supplying alcohol for your Event, then they must provide the County with a certificate of insurance naming the County of Craig as additional insured. Check with your caterer to see if they carry host or statutory liquor insurance.

Proof of insurance must be provided to the County of Craig at least seven (7) days before your event.