

FACILITY USAGE AGREEMENT
City of Alturas

THIS AGREEMENT is made on the _____ day of _____, 20____, between the City of Alturas (City) and _____ (Lessee).

WITNESSETH

City declares that it is the owner of Rotary Fields and Livestock Complex consisting of real property, including facilities and structures thereon, located at West 8th Street, West 4th Street, and Nagle Street in the City of Alturas.

Lessee wishes to rent/lease/use:

- Livestock Complex
 - Roping Arena
 - Show Grounds and Barns
- Baseball/Softball Fields, concessions, and batting cage
- Soccer Fields

For the purposes of: _____

Date(s) of use: _____

During the term of this agreement, use of the facilities described above shall be:

- Open for use by other parties with consent of Lessee and City.
- Closed to use by other persons or entities.

WHEREFORE City and Lessee agree as follows:

City shall rent to Lessee the aforesaid real property and facilities for the purposes stated above pursuant to the following listed conditions:

1. Lessee shall pay to the City of Alturas a \$ _____ one-time fee as well as a \$ _____ deposit as a security and cleaning fee. The security deposit may be refunded to Lessee if not needed by City to repair damages or clean up debris caused by Lessee that exceeds normal wear and tear from proper usage.
2. Fees must be paid and original agreement must be signed and submitted to the City at least (30) thirty days prior to event.
3. Lessee is responsible for maintaining a minimum of \$1,000,000 of Liability Insurance naming City as additional insured and must submit current Proof of Insurance to the City no less than (5) five days prior to event.
4. Said rental agreement shall terminate at _____ on _____, 20____ unless renewed by further agreement between the parties.
5. Lessee shall comply with all regulations pertaining to City's property as required by law.
6. Lessee is responsible for the cleaning of the facilities, structures, and grounds therein for the location that the facility use agreement applies to for the duration of the agreement. Lessee shall also maintain City's property in good and clean condition fitting to the property at all times and shall clean up and remove any unreasonable waste or residue left on said property at the termination of this agreement.
7. Lessee agrees to be responsible for the payment of all dumpster tipping fees. City shall provide dumpsters.
8. Lessee shall hold harmless, defend and indemnify City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without

limitation costs and fees of litigation) of every nature arising out of or in connection with the Lessee's use of facilities under this agreement or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of City.

9. Lessee declares that it is:

- Individual An unorganized/unincorporated group of individuals
 A non-profit organization, association, or corporation A "for profit" business entity
 A government agency

10. Prior to use of any facility, Lessee shall provide:

- Proof of liability insurance naming City as an additional insured with a \$1,000,000.00 liability Minimum.

This agreement shall not and may not be assigned to any other person or entity without the express written consent of City.

NOTICES: All notices to City or Lessee with regard to this agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by first class, registered or certified mail addressed to the parties at the following addresses:

City: City of Alturas
200 W. North Street
Alturas, CA 96101
(530) 233-2512

Lessee: _____
Attention: _____
Mailing Address: _____
City, State, Zip: _____
Phone #: _____
Email Address: _____

This agreement shall be interpreted and governed by the laws of the State of California. Any action arising out of this agreement shall be brought in Modoc County, California, regardless of where else venue may lie. In any action brought by either party to enforce the terms of this agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

This agreement is executed at Alturas, CA to be effective on the date first set forth above.

Lessee: _____
(Signature)

DATE: _____

Lessee: _____
(Printed Name)

ATTEST:

By: _____
(Mayor)

By: _____
(Director of Public Works)

By: _____
(City Clerk)