

CITY OF SUTTER CREEK

Facility Use Agreement, Charges and Facility Rules and Applicant's Responsibilities

FACILITY USE AGREEMENT: The undersigned states that to the best of his/her knowledge, the City property for use of which application is hereby made will be used in accordance with the City Council approved Policy regulating the use of City facilities. We/I hereby certify that we/I shall be personally responsible on behalf of our group or organization for any damage sustained on City premises, furniture, or equipment because of the occupancy of said premises by our organization or group and that we/I further agree to indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Undersigned's performance of its obligations under this agreement or out of the operations conducted by Undersigned, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Undersigned's performance of this agreement, the Undersigned shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

CHARGES: The rental rate represents the approximate rental cost to your organization for the operation of your event. Your organization agrees it will be responsible for any damages or special cleaning charges incurred as a result of your event. Your organization must pay the rental fee in advance unless you make prior arrangements. It is understood that confirmation is contingent on your agreement to pay the required fees.

FACILITY RULES AND APPLICANT'S RESPONSIBILITIES

1. All matters concerning a reservation must be handled by the applicant and the City representative signing the reservation.
2. Opening or closing times can be changed only with City approval.
3. Rentals, not showing for reservation date, will be charged; unless notification has been given to the City offices at least 48 hours in advance.
4. Groups will be held financially responsible for damage to the facilities and equipment. This applies to all groups.
5. Decoration time and the decoration arrangements should be approved at time of signing application; decorations must be removed immediately after use.
6. The City is not responsible for any lost or stolen articles.
7. Groups using the kitchen must furnish their own utensils, towels, soap, etc.
8. Payment for use of facilities must be made two weeks prior to reservations, by check made payable to: City of Sutter Creek.
9. Acceptance of a facility request form is a reservation. The use may be "bumped" for a higher priority as established by Council policy.
10. Non-Discrimination, Non-Harassment: The Consultant/Vendor agrees that it shall not engage in unlawful discrimination or harassment, or abusive conduct, including discrimination or harassment based on actual or perceived race, religion (including all aspects of religious belief, such as grooming practices and religious dress), color, sex (including pregnancy and breastfeeding), gender, gender identity (including transgender), gender expression, national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran status, and any other characteristic protected by the Federal or State employment discrimination laws.
11. The undersigned shall maintain general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. Undersigned's general liability policies shall not be endorsed to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. When alcohol is being served or sold at any permitted facility, it is mandatory that the General Liability Policy include Liquor Liability Coverage.
12. Organizations with employees shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability with limits of at least one million dollars (\$1,000,000). Undersigned shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
13. Undersigned waives and releases the City from any and all claims, causes of action, allegations, or assertions that may arise relating to infection of any person by COVID-19 or other communicable disease that occurs, or is alleged to occur, during the event. Undersigned also agrees to defend, indemnify, and hold City harmless from any and all claims, causes of action, allegations, or assertions made against City or City's employees arising from or relating to actual or alleged infection occurring during the event, except where caused by the sole negligence of willful misconduct of the City.