CITY OF WILLCOX, COCHISE COUNTY, ARIZONA Facilities Use Agreement

This Agreement made this day of	, 20, between			
	("PARTICIPANT") and the Cit			
the City Public Works Department ("CITY") for the use	of the City-owned facilities by a p	private organization.		
ARTICLE I TERM OF AGREEMENT				
The term of this agreement shall be	, 20, through	20		
List start time and end time including set up and tear do				
(Start time/day) to (End time/day) Notice of termination shall be provided at least thirty (30) days prior to the effective termination date.				
Notice of termination shall be provided at least thirty (3)	() days prior to the effective termin	hation date.		
ARTICLE II CITY-OWNED FACILITIES				
This agreement shall be for the use of		, to be used for		
- (Faci	lity and area/s)			

(Type of event)

_____ to be used by ______ (Example: public, family, friends)

PARTICIPANT wishes to use certain City-owned facilities and the CITY is willing to permit the PARTICIPANT the primary use of the facilities under the conditions indicated in this Agreement and any Exhibit attached hereto during the term of this Agreement. CITY agrees that it will perform the duties as outlined in Attachment "A". PARTICIPANT agrees it will perform the duties as outlined in Attachment(s) "B". PARTICIPANT agrees to pay the fees as listed on Attachment "C".

ARTICLE III --- INDEMNIFICATION AND INSURANCE

PARTICIPANT agrees to secure liability insurance at least sixty (60) days prior to the event to cover the term of this agreement in not less than the amount of one million dollars (\$1,000,000) which names the City as "additionally insured" and including required endorsement.

Each party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents, or employees acting in the course or scope of their participation while performing duties undertaken pursuant to this Agreement.

PARTICIPANT agrees to indemnify and hold harmless the City, its officers, employees, and agents from all losses, suits, damages, or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from the PARTICIPANT'S performance pursuant to this Agreement. The PARTICIPANT shall provide the CITY with current insurance certificates or the evidence of coverage as appropriate.

The CITY agrees to hold harmless the PARTICIPANT, its officers, employees, and agents from all losses, suits, damages, or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from the CITY performance pursuant to this Agreement.

ARTICLE IV --- MISC. PROVISIONS

CANCELLATION FOR CONFLICT OF INTEREST

This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

NON ASSIGNABILITY

Neither party may assign a duty or responsibility under this Agreement without prior written consent of the other party.

RIGHTS/OBLIGATIONS OF PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency, or organization.

NOTICE REQUIREMENTS

All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective party as follows:

If to the CITY:	If to the PARTICIPANT:		
City of Willcox Public Works Department	Name: Organization:		
1	0		
250 N. Railroad Avenue	Mailing Address:		
Willcox, Arizona 85643	-	(City)	(State) (Zip Code)
	E-Mail:		
	Phone Number(s): ()	()

SEVERABILITY

Each provision of this Agreement stands alone, and if any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of the provision and of the entire Agreement will be severable and remains in effect.

ENTIRE AGREEMENT

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded. This Agreement may be modified, amended, or extended only by a written amendment approved by the parties.

GOVERNING LAW

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate, by reference, all laws governing mandatory contract provisions required by statute or executive order.

IN WITNESS WHEREOF, the Parties hereby enter into this Agreement as of the day and year written above.

CITY OF WILLCOX:

(Signature)

(Printed Name)

PARTICIPANT:

(Signature)

(Printed Name)

(Title)

(Date)

(Date)

(Tile)