

# USE AGREEMENT FOR HUBBELL TRADING POST

The City Council has made available to the public the use of the North Room of the Hubbell Trading Post and of the conference room in the Hubbell Trading Post. Any individual group, organization or entity wishing to use either the North Room of the Hubbell Trading Post or the conference room must complete this agreement to reserve the rooms of the facility desired. The City of Winslow shall always have priority for the use of all portions of the Hubbell Trading Post over any organization, and the Chamber of Commerce shall have second priority for the use of all facilities of the Hubbell Trading Post over any organization except the City.

Name of Organization \_\_\_\_\_

Type of Organization (CIRCLE) Non-Profit      For-Profit      Religious      Other (Explain)

Authorized Contact for Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date(s) for which the use of the facility is requested: \_\_\_\_\_

Hours of use requested, including set up time and take down and clean up time: \_\_\_\_\_

Room(s) intended for use: (Circle) North Room      Conference Room      Kitchen      All Rooms

Use Fees for North Room/Conference Room and Kitchen (all):

\$50.00 for first four hours, \$10.00 for each hour thereafter; \$90.00 for a full day (9 AM – 5 PM)

\$50.00 for each hour after 5:00 PM with DAY use.      Sat (9AM – 3PM)

\$60.00 for each hour after 5:00 PM if no Day use.

Use Fees for Conference Room Only:

\$5.00 for each hour

\$30.00 per hour after 5 PM

The City Council reserves the right to modify the fees at any time.

Security/Cleaning Deposit: A one- time fee of \$100.00 will be paid as security for any damage done to the building and for the cost of clean -up following the event. The entire amount of the \$100.00 security/cleaning deposit is refundable depending upon whether or not there has been damage to the building, including tables and chairs, and whether the building, including tables and chairs, is left in a clean condition following the event.

Responsibilities of User: It will be the responsibility of the User of the different rooms in the Hubbell Trading Post to set up the facility, including tables and chairs, and to take down all tables and chairs and other exhibits or structures set up within the building. All tables and chairs must be taken down following the event and stored as indicated by the Chamber of Commerce manager. The User must also insure that the entire building which is being used is properly cleaned and that the tables and chairs used are properly cleaned following the event. This requirement does not include the public restrooms. NOTE: NO TAPE, TACKS, NAILS, GLUE OR ANY OTHER SUBSTANCE SHALL BE PLACED ON ANY WALL IN THE BUILDING. ANY DAMAGE RESULTING THEREFROM WILL BE THE OBLIGATION OF THE USER.

The User shall be responsible to the City for any damages done to the building, either inside or outside as a result of the event scheduled by the User. The User shall also be responsible to the Chamber of Commerce for any damage done to Chamber property or for any Chamber property that is missing following an event.

The User is advised that the Chamber of Commerce has been designated by the City as the manager of the entire structure and has been given the authority within limits set by the City to authorize or deny the use of the structure. The Chamber of Commerce manager has the authority to deny the use of the structure for good cause to any organization and also has the authority to calendar the use on a reservation basis, first come first served. The Chamber of Commerce manager or Chamber designee also will be the only individual that has a key to the structure and will be required to open the structure if it needs to be opened during other than business hours and to close the structure if it needs to be closed after business hours. The User agrees that the event scheduled and the participants in the event will obey all City, state, and federal laws and regulations regarding the use, and not allow any activities to occur in the Trading Post or around the Trading Post that violate any law. The User also agrees that there will be no smoking or alcohol inside any part of the Trading Post nor on the surrounding grounds.

The User also agrees that the individual named above as the contact person for the User shall be the contact with whom the Chamber of Commerce manager will deal, and that no other person will have the authority to speak on behalf of the User regarding any event or any scheduled activity.

Should a dispute arise regarding the use of any part of the Hubbell Trading Post by a User the City and User agree that the matter will be presented to an arbitrator agreed to between the parties, and that the arbitrator will make the decision regarding any dispute between the parties, which decision shall be binding, final and non-appealable and shall be enforceable as a Superior Court judgment.

In the event that a dispute arises between the parties, the successful party will be entitled to their attorney's fees and costs.

Should any notice be required to be provided under this agreement the User shall be notified as follows:

Name \_\_\_\_\_

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

On behalf of the City of Winslow the Winslow Chamber of Commerce Manager:

Name: \_\_\_\_\_

Hubbell Trading Post, \_\_\_\_\_ W. Second Street, Winslow, AZ 86047

Telephone No: (928) 289-2434

Executed by the parties this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Authorized Signature of User

\_\_\_\_\_  
City of Winslow by Chamber of Commerce Manager

User Name (Print) \_\_\_\_\_

Name (Print) \_\_\_\_\_