

Town of Big Piney Pavilion

1550 Miller Way

USE AGREEMENT

1. _____ requests the use of the Town of Big Piney Pavilion during the following dates: _____ Time: _____
2. The facility will be used for: _____
3. Approximate number of individuals in attendance: _____
4. The applicant, in using the facility, understands that the Town of Big Piney is simply permitting a use of the facility and is not in any way sponsoring, endorsing or participating in any of the activities for which the facilities are made available. Applicant is solely responsible for the uses made of the premises and accepts the use of the premises after careful inspection, without any representation of its condition or fitness for said use either expressed or implied. Additionally, applicant agrees as follows:
 - a. Check for and report to the Town of Big Piney, any damage to the facility prior to its use.
 - b. To supervise the event or activities, including participants, spectators, and others on the premises during applicant's use.
 - c. To provide for first aid and make arrangements for medical care, if needed
 - d. To take care of and maintain equipment and facilities, and to reimburse the Town of Big Piney for any loss of damage thereto. An inspection will be made after applicant is finished, and applicant will be assessed for any damage or clean up the applicant has caused by its use.
 - e. To clean up the trash left following use.
 - f. TO INDEMNIFY AND HOLD THE TOWN OF BIG PINEY HARMLESS FOR ANY AND ALL LIABILITY FOR DAMAGES TO PERSONS OR PROPERTY WHICH MAY OCCUR IN CONNECTION WITH THE ACTIVITY OR EVENT.
 - g. Applicants may be required to sign a release, hold harmless indemnification statement for events and activities to be held on Town property or within public right-of-way.
 - h. To comply with established policies on the use of the facilities and special written instructions or requirements of the Town of Big Piney.
 - i. If the applicant determines that the scheduled event or activity is to be canceled, the applicant shall immediately notify the Town of Big Piney.
 - j. Applicant has read and understands this applicant and the agreements contained herein.
5. A security deposit in the amount of **\$100.00** in the form of a separate check is required at the time of reservation. This shall be held by the Town of Big Piney Clerk for any damage to the facility or other loss or expense incurred by the Pavilion due to the use of the facility by the user. Such expenses may include, but not limited to, cleaning costs, security costs, parking fees, and setup and takedown costs. In the event that there is any damage, loss, or expense incurred by the Pavilion due to the use, the user agrees and acknowledges the Pavilion may use the security deposit for payment of same without prior approval of the user. The amount of the security deposit paid hereunder is not a limit of the user's liability to the Pavilion for damage, loss, or expense and any claim for the same by the Town of Big Piney shall be paid immediately by the user.

6. The applicant may pick up the keys at the Big Piney Town Hall (401 Budd Ave.) on the day of the event, or the Friday before the event if such event is held on a weekend. **Keys may be picked up between 7 AM and 4PM and will be returned the next business work day.**
7. NO SMOKING IS ALLOWED ON ANY PROPERTY OWNED AND OPERATED BY THE TOWN OF BIG PINEY, INCLUDING THE PAVILION.

Signature

Date

Applicant

Contact Person

Mailing Address

Physical Address

City, State & Zip

Telephone

For office use only:

_____ Approved _____ Denied

_____ Availability Confirmed with _____

_____ Notification Given to _____

_____ Security Deposit Collected (\$100.00)

_____ Fees Collected

_____ Received Insurance Certificate with Town of Big Piney as additional insured