

**TOWN OF FARMINGTON
USE AGREEMENT FOR COMMUNITY CENTER**

TODAY'S DATE: _____ DATE OF USE: _____ FROM: _____ TO: _____

ORGANIZATION OR INDIVIDUAL RESPONSIBLE: _____

NATURE OF THE EVENT: _____

USE FEE IS PAYABLE IN ADVANCE OF USE DATE: **\$35.00 PER DAY IN NON HEATING MONTHS, \$60.00 PER DAY IN MONTHS REQUIRING BUILDING TO BE HEATED.** ALL USE FEES ARE USED TO OFFSET COST OF UTILITIES AND MAINTENANCE OF THE FACILITY.

ACKNOWLEDGEMENT

The undersigned hereby makes application to the town of Farmington for use the Community Center and certifies that the information in the application is correct. The undersigned agrees to exercise the utmost care in the use of the premises and property. The applicant agrees to adhere to all rules and regulations on this form. The renter shall indemnify and hold harmless the Town of Farmington, its elected officials, its employees and agents from and against any and all claims, demands, suits, actions, payments and judgments as a result of injury or death of any person or property damage to any or in any other manner grow out of any act or omission on or about said facility by renter, its agents, guests, or employees in the execution of this use agreement, including any and all expenses, including attorney fees and costs, legal or otherwise, incurred by the Town or its representatives in the defense of any suit or claim. The Town of Farmington is not responsible for lost or stolen property. I also understand that all Town of Farmington ordinances apply to this rental application. I agree to pay for any damages to the facility.

FACILITY USE INSURANCE AND INDEMNIFICATION CLAUSES

Insurance. FACILITY USER shall procure and maintain in force, without cost or expense to Town of Farmington on or before the commencement date of this Agreement and throughout the Agreement term or as long as Facility User remains in possession of the Facility, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use and occupancy of the Facility. All such policies, which policies shall in addition provide that they may not be canceled or modified for any reason without twenty four (24) hours prior written notice to Town of Farmington FACILITY USER shall provide Town of Farmington with a certificate or certificates of such insurance within ten (10) days of the execution of this Agreement.

Agreement to Indemnify. FACILITY USER shall indemnify the Town of Farmington from and against any and all claims, demands, causes of action, suits or judgments including but not limited to, any claims of insurance carriers, for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with the use and occupancy of the Facility by FACILITY USER, its agents, servants, employees, animals, or invitees. In the event of any claims made or suits filed AGAINST THE Town of Farmington, the City may, at its option, require the FACILITY USER to resist or defend such action or proceeding at the FACILITY USER's own cost and expense by counsel reasonably satisfactory to the City.

I acknowledge that I have reviewed all information on this form and the attached Facility Rental rules and Regulations.

Name (please print) _____ Title _____

Address: _____

Phone: _____

SIGNATURE: _____

Use Fee Paid _____ Amount \$ _____

Use agreement accepted by Town of Farmington by: _____

Date: _____