

**MOUNTAIN LINE  
COMMUNITY ROOMS**

**Facilities Use Agreement**

## Facilities Use Agreement

This Facilities Use Agreement (“Agreement”) is made and entered into on the final date of execution (“Effective Date”) between the Northern Arizona Intergovernmental Public Transportation Agency, a corporate body and political subdivision of the State of Arizona (“Mountain Line”) and the Applicant (“User”). Mountain Line and User are each a “Party” and sometimes referred to collectively as the “Parties.”

Mountain Line office is located at: 216 W. Phoenix Ave., Flagstaff, Arizona 86001.

For and in consideration of the following promises, covenants and conditions, Mountain Line and User hereby agree as follows:

**1. Use of Facility.** Mountain Line hereby permits User to use the following premises:

The Community Room located on Mountain Line’s property. User may rent either the Ponderosa Room, which is located at 216 W. Phoenix Ave., Flagstaff, Arizona 86001; or the Vera Room, which is located at 3773 N. Kaspar Dr., Flagstaff, Arizona 86004.

User shall use the Facility for the event or purpose as identified and approved in final written confirmation by Mountain Line (the “Event”). User may use the Facility for the Event only and for no other event or purpose. User acknowledges that use of the Facility is conditioned on User and Mountain Line’s execution of this Agreement and User’s payment of the required Facility Use Fee. User understands and acknowledges that no binding or enforceable agreement regarding use of the Facility shall exist until and unless (1) this Agreement has been signed by both User and Mountain Line and (2) User has paid the required Facility Use Fee.

User acknowledges that Mountain Line has not made any representation or warranty as to the present or future suitability of the Facility for any purpose or use whatsoever except as may be expressly provided in this Agreement. User assumes all risks resulting from any defects (patent or latent) in the Facility.

**2. Date and Time of Use.** User shall be permitted to use the Facility on the agreed date and time (the “Event Date”) only. Use of the Facility during the requested dates and times is subject to availability of the Facility and written confirmation by Mountain Line.

**3. Access and Event Times.** The Facility access and use must be within the time specified above. Date and use times include preparation prior to the Event and removal of User’s equipment and other personal property after the completion of the Event.

**4. Facility Use Fee.** User agrees to pay to Mountain Line a non-refundable Facility Use Fee of \$100/day + \$30 cleaning fee within seven (7) days of the execution of this Agreement. If the Facility Use Fee is not timely received by Mountain Line, this Agreement shall be

automatically void and User shall have no right to use the Facility. NAIPTA may cancel the Agreement if it needs to use the Facility, but will fully refund the Facility Fee in that case.

Additional fees may apply if:

- The room is not properly cleaned – Mountain Line reserves the right to charge User \$50.00 per hour for labor. Any damage repairs will be charged at actual cost.
- User obtains a keyfob to access the Facility and the keyfob is not relinquished at the conclusion of the Event – Mountain Line reserves the right to charge User an additional fee of \$25.00.
- Reservations are not cancelled twenty-hour (24) hours preceding the Event, or the Friday before a Monday Event.
- Fees will be billed as an invoice to the User

**5. Responsible Party/Event Coordinating Deadline.** The person(s) who completes and signs this Agreement shall be the Responsible Party. The Responsible Party shall coordinate all Event details with Mountain Line and agrees to complete this coordination no later than seven (7) days prior to the Event Date. The Responsible Party must be available by telephone for the duration of the Event. The Responsible Party must take all reasonable actions to assure event safety, to prevent damage to the Facility, and to see that these conditions and other policies and regulations, as outlined in this Agreement, are met.

User must provide Mountain Line with the name and telephone number of the Responsible Party.

**6. User's Obligations.**

**a.** User is responsible for following guidelines contained in the Public Handbook for Mountain Line Facility Use as well as the provisions contained herein.

**b.** User must not violate, or allow to be violated, any Federal, State, or local law, or rules of Mountain Line.

**c.** User must not make any alterations to the Facility. At the end of the Event, the Facility shall be left in a clean, safe condition. User must remove from the Facility all property and materials belonging to User. If User damages the Facility, Mountain Line will have the option of either (i) requiring User, at User's own expense and risk, to restore the Facility to the condition existing prior to the Event, or (ii) itself making the repairs and restorations to the Facility. Mountain Line shall have sole and complete discretion in deciding which option to exercise. If Mountain Line decides to itself make the repairs and restorations to the Facility, the costs for same shall be borne solely by User. User must reimburse Mountain Line for any repairs or restoration necessary to repair damages to the Facility caused by User or the attendees of the Event no later than ten (10) business days after Mountain Line presents User with a written statement or invoice reflecting the nature and costs of the repairs.

d. User must exercise care in the use of the Facility areas and must comply with guidelines to reduce excessive wear or damage. User agrees to keep the Facility in a clean and orderly condition and to remove all waste material at the conclusion of the Event, unless Mountain Line agrees, in writing, to be responsible for any cleanup.

e. Specific limitations apply as to the use of tape, balloons, glitter, candles, markers, tacks, nails, and other such materials and signage (collectively, "Assistive Items"). All Assistive Items must be fire retardant. User should consult with Mountain Line for a full overview of allowable Assistive Items to appropriately accommodate User's needs. Assistive Items which cause damage or additional cleaning requirements will result in additional charges to User. All Assistive Items must be removed by User immediately following the Event. Mountain Line assumes no responsibility for property or equipment used at the Event which is supplied by the User or any other party.

f. "Hazardous substances" include any substance that (a) is or contains asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum or petroleum-derived substances or wastes, radon gas, or related materials, (b) requires investigation, removal or remediation or for which there are restrictions, regulations or rules pursuant to any Environmental Law regarding its use, handling or disposal, under any Environmental Law, or is defined, listed, or identified as a "hazardous waste," "Hazardous Substance," "contaminant," "toxic substance," "toxic material," "pollutant," or "hazardous substance," thereunder, or (c) is toxic, explosive, corrosive, flammable, infectious, radiologically contaminated, carcinogenic, mutagenic, or otherwise hazardous and is regulated by any governmental authority or Environmental Law. User will not dispose of, generate, manufacture, process, produce, release, store, transport, treat, or use, nor will it permit the disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment, or use of Hazardous Substances on, under, or about the Facility in violation of applicable environmental regulations and laws. User agrees that it will (a) comply with, and cause all of its agents, employees, and contractors to comply with, all environmental regulations and laws; (b) obtain and maintain or cause to be obtained and maintained all permits, licenses, and approvals required under applicable environmental regulations and laws relating to Hazardous Substances; and (c) comply with all conditions and requirements of such permits, licenses, and approvals.

7. **User's Property.** Mountain Line does not insure the personal property of User or its employees, agents, guests or attendees against damage or loss by any means. User assumes the risk of any such damage or loss.

8. **No Assignment or Subletting.** This Agreement is non-assignable and non-transferable.

9. **Right to Enter.** Mountain Line reserves the right to enter and inspect the Facility at any time for any purpose during the Event. User must follow all directives from Mountain Line staff.

10. **Indemnification and Hold Harmless.** User agrees to hold harmless, defend and indemnify Mountain Line and its employees, officers, directors, board members, volunteers and agents (collectively, the "ML Parties") from and against any and all liability, loss, damage,

expense, and costs (including without limitation costs, attorney's fees, expert witness fees, and other expenses of litigation) of every nature arising out of, or in connection with, or relating to User's use of the Facility or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the sole negligence or willful misconduct of Mountain Line.

**11. Release and Waiver.** User agrees to release from liability and waive any right to sue the ML Parties from any and all claims resulting in any damage to the vehicle related to or caused as a result of the use of the Facility.

**12. Additional Conditions of Use.**

**a. No Weapons/Firearms.** All weapons and firearms are strictly prohibited at the Facility.

**b. Vehicle Parking/Unloading.** User and its guests must abide by all Mountain Line parking/traffic requirements, including but not limited to passenger and equipment loading and unloading regulations, observance of authorized parking locations, payment of required fees, and display of vehicle parking permits. Payments of citations which result from parking/traffic violations are the sole responsibility of User and its guests.

**c. No Smoking.** Smoking is prohibited in the Facility.

**d. Unsupervised Minors.** Unsupervised minors (persons under the age of 18) are not permitted at User's Event(s).

**e. Animals.** Except for animals certified to assist disabled persons, animals are prohibited at the Facility.

**f. Conduct.** User and guests must not interfere with the regular use of the Facility by the public or other facility guests. Excessive noise or other disruptive behavior is prohibited.

**g. Publicity/Advertising.** All forms of Advertising and Publicity must be submitted to Mountain Line for approval seven (7) days in advance of posting or communication. When the Mountain Line name is used in conjunction with publicity, inclusion of non-endorsement statements may be required, as solely determined by Mountain Line. Use of Mountain Line logos, trademarks, and similar representations are strictly prohibited.

**13. Termination/Cancellation and Reassignment of Facilities.**

**a.** Should the Facility become unavailable due to an emergency, Mountain Line reserves the right to reschedule User to another date once the Facility becomes available.

**b.** In the event User cannot use the Facility as planned on the Event Date, User may contact Mountain Line to attempt to move the Event Date. Mountain Line will use

commercially reasonable efforts to reschedule User, but is under no obligation to cancel other events or reschedule other users in an effort to reschedule User's Event Date.

c. Mountain Line reserves the right to cancel this Agreement for any reason or for no reason at all.

d. This Agreement to use the Facility is granted subject to observance of regulations. Mountain Line may revoke this Agreement effective immediately upon User's failure to timely comply with any pre-Event requirement, for any violation of use conditions or regulations required by Mountain Line or any governmental agency, or at any time for misrepresentation. Mountain Line may terminate any part of this Agreement without notice in the event of an emergency which, in the opinion and sole discretion of Mountain Line, would make the Event unfeasible. Refunds of the Facility Use Fee or any other payments made will be determined at the discretion of Mountain Line, on a case by case basis.

14. **Modification of this Agreement.** This Agreement contains the entire agreement and any modifications, changes or amendments to this Agreement must be written and signed by all the Parties to this Agreement.