



Tubac Fire District

Administrative Offices
 2227 E. Frontage Rd., Tubac, AZ 85646
 Office:(520) 398-2255

Facility Use Agreement

On this _____ day of _____, 20____; I, _____
day month year print name (USER)

representing _____ enter into this agreement with Tubac Fire District (DISTRICT).
organization or agency, if applicable

1) **CONTACT INFORMATION**
(Applicant must be at least 21 years old)

Phone/Cell: _____ Email: _____

Address: _____

2) **FACILITY** - The DISTRICT hereby permits the use of the following facilities and/or equipment:

- Meeting Room (and restrooms), Station 2, 1360 W. Frontage Rd, Rio Rico, AZ 85648 (max occupancy: 30)
- Meeting Room (and restrooms), Station 3, 333 Camino Josefina, Rio Rico, AZ 85648 (max occupancy: 25)
- Meeting Room (and restrooms), Station 4, 149 Ruta Camaron, Rio Rico, AZ 85648 (max occupancy: 25)
- Other _____

3) **TERM** - This agreement shall be for the use of DISTRICT facilities identified above for the following period:

Date/s of use: _____

Hours of use: _____ AM / PM _____ AM / PM _____ AM / PM
set-up event time time out

4) **USE** - The facility shall be used for the sole purpose of _____
(e.g. event, party, meeting, training, fundraising, etc.)

Select category below that applies to USER group:

- Government HOA- District Residents
- Nonprofit Organization (nonpolitical) HOA- District Nonresidents

Anticipated number of attendees: _____ Does USER intend to decorate or post signage? YES NO
(Maximum capacity is 30) (Decorations, signage, and method of attachment must be approved in advance)

5) **FEE** - The USER agrees to pay a rental fee of \$ _____ at the time of reservation. Fees shall be payable by cash or check to "Tubac Fire District". A refund will be processed if a cancellation is necessary.

| | | | |
|------------------------------|-------------|--|---------------|
| FACILITY FEE SCHEDULE | Type 1 User | Government HOA Resident | fee waived |
| | Type 2 User | Non-profit Organization (nonpolitical) | \$50 per day |
| | Type 3 User | HOA Nonresident | \$100 per day |

| | |
|-----------------------|------------------------|
| PAYMENT OF FEE | |
| Fee paid: _____ | <small>Date</small> |
| Received by: _____ | <small>Initial</small> |

5) CONDITIONS OF USE

- A. The DISTRICT retains complete discretion and final authority in approving or denying use of its facilities.
- B. Facility use is granted on a first come, first served basis; however, the DISTRICT has priority use of its facilities and retains the right to cancel or modify scheduled events as needed. A full refund will be provided if cancellation is necessary.
- C. The USER shall notify DISTRICT personnel upon their arrival and departure.
- D. The USER is responsible for table and chair set-up and take down.
- E. Decorations, signage, and method of attachment must be approved in advance by DISTRICT personnel.
- F. The USER shall ensure the facility is returned to a neat and clean condition upon completion of use.
- G. The USER is responsible for the supervision of the function and shall ensure that all persons act in an orderly, responsible, and safe manner.
- H. The USER is responsible for any damage to facilities that arise during its use, regardless of cause and shall promptly reimburse the DISTRICT in full for such damages.
- I. Weapons and unauthorized possession of firearms are prohibited on DISTRICT premises.
- J. The use of tobacco in any form, alcohol, or illegal drugs is prohibited on DISTRICT premises.
- K. The use of the facility is limited to the designated public areas. DISTRICT personnel must accompany entrance into any other area of the Fire Station. Fire Station tours may be arranged in advance of an event.
- L. The use of the facility does not constitute the DISTRICT's endorsement of points of view expressed by any group or organization. Advertisements or announcements implying such endorsements are prohibited.
- M. DISTRICT retains the right to cancel or terminate any event; to impose additional requirements or conditions on any event; or to expel any person from DISTRICT property, for any reason that DISTRICT determines in its sole discretion is appropriate.

Grounds for canceling or terminating an event, imposing additional requirements or conditions, or expelling a person from DISTRICT property, include but are not limited to: any unruly, unsafe, or dangerous behavior; any conduct that would interfere with public safety or the operations of TFD; a violation or apparent violation of any law, regulation, policy, or rule; or a violation of any provision of this agreement.

USER agrees to waive any claim for damages, or any other rights that USER might have, based on DISTRICT taking any action allowed under this Section.

6) LIABILITY INSURANCE

All USER organizations shall provide a valid certificate of insurance indicating in force general liability insurance, with coverage of at least \$1 million per incident. (Attach certificate of insurance).

7) INDEMNITY

USER shall indemnify, defend, and hold harmless DISTRICT and its board members, employees, officers, agents, contractors, and volunteers, from and against any and all claims, actions, liabilities, damages, losses, or expenses, including court costs and attorneys' fees ("Claims"), arising from or relating to either USER's use of DISTRICT property or this agreement; except to the extent any Claim was caused by the negligence or intentional conduct of DISTRICT or any of its employees or agents.

8) CONFLICTS

This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

9) NO INFLUENCING ELECTIONS

Arizona State law prohibits the use of DISTRICT facilities and equipment for influencing the outcomes of elections. However, DISTRICT facilities may be used for government-sponsored forums or debates if the government sponsor remains impartial and the events are purely informational.

10) COMPLIANCE WITH LAWS & DISTRICT REQUESTS

USER agrees that at all times USER, as well as any person attending USER's event, will comply with all applicable municipal, state, and federal laws and regulations, as well as any request by or direction from DISTRICT personnel.

11) NO ASSIGNMENT

USER may not assign or transfer the authorized use under this agreement without the written consent of DISTRICT.

By signing below, the USER or authorized representative of the organization requesting use of DISTRICT facilities acknowledges that they have read and understand the entirety of this agreement and DISTRICT Facility Use Policy and shall abide by its terms and conditions.

By: _____
Signature of USER/Authorized Representative

Date

RESERVATION APPROVAL

By: _____
Signature of DISTRICT staff

Date