

This agreement is made this day _____, by and between the City of Sand Springs, Oklahoma, a municipal corporation, hereinafter referred to as "CITY" and _____ hereinafter referred to as "USER"

The parties agree as follows:

1. CASE COMMUNITY CENTER ROOM(S) -

The room(s) as marked on **Form A, Facility Use Agreement** is made available to USER for long-term activities by the USER during the duration of this contract:

USER agrees to contract for the rental and usage of the room(s) checked on Form A. The CITY retains all ownership rights, including full access to the property at any time.

2. TERMS AND DATES OF USE

This agreement shall be for a term from _____ thru _____.

<input type="checkbox"/> January	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> 13 <input type="checkbox"/> 14 <input type="checkbox"/> 15 <input type="checkbox"/> 16 <input type="checkbox"/> 17 <input type="checkbox"/> 18 <input type="checkbox"/> 19 <input type="checkbox"/> 20 <input type="checkbox"/> 21 <input type="checkbox"/> 22 <input type="checkbox"/> 23 <input type="checkbox"/> 24 <input type="checkbox"/> 25 <input type="checkbox"/> 26 <input type="checkbox"/> 26 <input type="checkbox"/> 28 <input type="checkbox"/> 29 <input type="checkbox"/> 30 <input type="checkbox"/> 31
<input type="checkbox"/> February	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> 13 <input type="checkbox"/> 14 <input type="checkbox"/> 15 <input type="checkbox"/> 16 <input type="checkbox"/> 17 <input type="checkbox"/> 18 <input type="checkbox"/> 19 <input type="checkbox"/> 20 <input type="checkbox"/> 21 <input type="checkbox"/> 22 <input type="checkbox"/> 23 <input type="checkbox"/> 24 <input type="checkbox"/> 25 <input type="checkbox"/> 26 <input type="checkbox"/> 26 <input type="checkbox"/> 28
<input type="checkbox"/> March	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> 13 <input type="checkbox"/> 14 <input type="checkbox"/> 15 <input type="checkbox"/> 16 <input type="checkbox"/> 17 <input type="checkbox"/> 18 <input type="checkbox"/> 19 <input type="checkbox"/> 20 <input type="checkbox"/> 21 <input type="checkbox"/> 22 <input type="checkbox"/> 23 <input type="checkbox"/> 24 <input type="checkbox"/> 25 <input type="checkbox"/> 26 <input type="checkbox"/> 26 <input type="checkbox"/> 28 <input type="checkbox"/> 29 <input type="checkbox"/> 30 <input type="checkbox"/> 31
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<input type="checkbox"/> June	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> 13 <input type="checkbox"/> 14 <input type="checkbox"/> 15 <input type="checkbox"/> 16 <input type="checkbox"/> 17 <input type="checkbox"/> 18 <input type="checkbox"/> 19 <input type="checkbox"/> 20 <input type="checkbox"/> 21 <input type="checkbox"/> 22 <input type="checkbox"/> 23 <input type="checkbox"/> 24 <input type="checkbox"/> 25 <input type="checkbox"/> 26 <input type="checkbox"/> 26 <input type="checkbox"/> 28 <input type="checkbox"/> 29 <input type="checkbox"/> 30
<input type="checkbox"/> July	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> 13 <input type="checkbox"/> 14 <input type="checkbox"/> 15 <input type="checkbox"/> 16 <input type="checkbox"/> 17 <input type="checkbox"/> 18 <input type="checkbox"/> 19 <input type="checkbox"/> 20 <input type="checkbox"/> 21 <input type="checkbox"/> 22 <input type="checkbox"/> 23 <input type="checkbox"/> 24 <input type="checkbox"/> 25 <input type="checkbox"/> 26 <input type="checkbox"/> 26 <input type="checkbox"/> 28 <input type="checkbox"/> 29 <input type="checkbox"/> 30 <input type="checkbox"/> 31
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List time(s) for events:

Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

All dates/meetings to be granted, based on room availability.

Terms for payment: each event weekly monthly

3. RENTAL

As consideration for this Extended Use Agreement, USER shall provide rental to CITY by providing the following during the term of this agreement:

- a. Make timely payments to the City of Sand Springs in the amount of \$_____.
- b. Failure of USER to make payment agreed upon (outlined in this agreement) will result in immediate cancellation of this Extended Use Agreement.
- c. USER shall be responsible for any sales taxes or costs associated with USER'S operations.

4. INSURANCE

During the term of the lease USER shall obtain and maintain at User’s expense the following types and amounts of insurance

- a. The USER shall have an occurrence public liability insurance policy of not less than One Million Dollars (\$1,000,000.00).
- b. An insurance certificate with the City of Sand Springs as additional insured shall be provided to the City of Sand Springs Parks Department upon execution of this agreement.

All insurance provided by USER as required by this section shall be carried in favor of the City of Sand Springs, their employees, volunteers, agents, and USER, and shall be subject to: A) approval by the City, and B) requires notice to CITY prior to any cancellation.

5. INDEMNITY AND LIABILITY RELEASES

In addition to the liability release referred to in Form A...USER shall require each participant in their program to sign a release form that in consideration for participating in the programs, forever releases and discharges said City of Sand Springs, their officers, agents, employees, volunteers, successors and assigns of and from all liability, claims or demands for any and all injuries to said minor arising or which may arise from any accident which may occur.

6. BACKGROUND CHECKS

CITY has the right to conduct background checks on employees, volunteers or subcontractors of USER, for the purposes of public safety and protection of public property. CITY agrees to incur any/all related expenses related to such.

7. CANCELTION/MODIFICATION TO AGREEMENT

At any time during the term of this agreement, by providing 30 days written notice, either party may cancel this agreement for any reason or for no reason. Additionally, CITY may on rare occasions need to adjust, omit or modify calendar dates included in this contract for scheduling, safety or other operational reasons.

CITY will work with USER to reschedule lost dates due to operational conflicts; however USER holds CITY harmless for any lost revenues, fees or other costs associated with rescheduling.

8. EXTREME WEATHER/UNFORESEEN CIRCUMSTANCES

In the event the facility is closed due to extreme weather, power loss, or any other unforeseen circumstance; we reserve the right to cancel your event. The User shall reserve the right to reschedule the event or request a refund if the Case Community Center is closed due to unforeseen circumstances.

9. CONCESSION OPERATIONS.

In regard to the use of food or food and beverage products, USER shall not operate any food services, concessions or re-sale of foods and/or beverages unless authorization from the Director of Parks and Recreation has been provided for in writing.

10. AUTHORITY OF SIGNATURE

The person(s) signing this agreement hereby warrants that he/she is authorized to act in such a capacity representing the organization/club listed below.

USER does herby agree to the terms set forth in this Extended Use Agreement.

USER (Responsible Party)

Date

Grant Gerondale, Director of Parks and Recreation

Date

ATTEST BY: _____

Jeff Edwards, Facility Manager

Date