

FLAGSTAFF BORDERTOWN DORMITORY
901 N KINLANI ROAD
FLAGSTAFF, AZ 86001
PH: 928-774-5279, FX: 928-556-9683

Facility Rental Contract

This agreement is made this _____ day of _____, _____ by and between Flagstaff Bordertown Dormitory (herein referred to as "FBD") and _____ (herein after referred to as "User").

1. PREMISES & RATES: FBD hereby agrees to make available to User, for the exclusive use of User, the following facilities (the "Facilities") located on the FBD premises, at the time and date (s) and for the purpose (s) indicated at the following rates.

Purpose:

(Initial those that apply)

Meeting Room Rental	\$100/day	_____
Gymnasium Rental	\$150/day	_____
Cafeteria Rental	\$100/day	_____
Conference Room Rental	\$75/day	_____
Cultural Room Rental	\$100/day	_____
Bed Room Rental	\$100/room per day	_____
Table (folding)	\$5/day	_____

Additional Services (for on-site use only)

Catering Services available with multiple nights room rental. **Additional cost for food preparation and food supplies.**

Additional services subtotal _____

GRAND TOTAL: _____

2. PAYMENTS Payment in full is required before rental of any rooms, equipment, and space. Make money orders payable to: ***Flagstaff Bordertown Dormitory.***

3. CANCELLATION:

- A. FBD may terminate this Agreement (in its entirety, or as to any time, date or facility) in its sole discretion up-to one month prior to the first date. All deposits or payments shall be refunded to User less expenses incurred by the FBD in preparation of the Facilities for User prior to such termination.
- B. User may terminate this Agreement at any time prior to seven (5) days in advance of the first date. All deposits or payments shall be refunded to User less expenses incurred by the FBD in preparation of the Facilities for User prior to such termination.

4. DEFAULT: If User shall at any time be in default under the terms of this Agreement, the FBD shall have the right to terminate this Agreement forthwith, whereupon User shall vacate the Facilities immediately, and User shall have no right to receive any refund of any deposits or fees hereunder.

5. THIRD PART CATERING AGREEMENT: User hereby agrees that it will require any third part that User engages to provide catering or other services to enter into an Agreement with the FBD at least five (5) days prior to the first date.

Catering Service Provider Contact Information

Name: _____

Address: _____

Phone: _____

Caterer's Signature: _____

(Agreement to terms of this contact agreement)

Use of Kitchen: _____(Yes) _____(No)

6. USE RESTRICTIONS: The following restrictions shall apply to the User's use of the Facilities:

- A. All use of the Facilities shall terminate no later than the time and date herein stated, and said Facilities shall be vacated by all persons using the same hereunder at or before such time and date. Any time for User to set-up, tear down and remove equipment provided must be budgeted as part of the rental contract. User will reimburse FBD for any overtime compensation it is required to pay FBD staff during such additional time.
- B. User shall have the use of the Facilities only for the purposes herein.

- C. User specifically agrees not to nail, tape, or screw anything to the floor or walls of Facility and shall be responsible for any and all damage to the FBD Facility caused by the acts of User or User's agents, servants, employees, patrons, licensees, invites or guests, whether accidental or otherwise; and User further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced which includes but is not limited to the removal of all trash generated by the event, removal of all furniture and equipment, beverages, food, utensils, etc. Failure to comply with scheduled cleanup will result in a cleaning charge of \$25.00 per hour. For those events using a caterer, the caterer must agree to terms set forth in this agreement.
- D. User shall indemnify and hold FBD harmless from and against any and all claims, damages, expenses, losses, suits or causes of action (including reasonable attorneys' fees) resulting from or arising in connection with User's use of the Facilities, provided FBD promptly notifies User of such claims, damages, expenses, losses or suits and cooperates fully with the defense thereof.
- E. User agrees to comply with any and all laws, statutes, ordinances, rules, orders regulations and requirements of the tribal, federal, state, and local governments, and all of their departments or bureaus, applicable to User's use of the Facilities, including without limitation, obtaining any necessary liquor licenses and the payment of all sales, use and entertainment taxes or fees.
- F. User is responsible for the safety and good order of all equipment and other property owned by FBD and/or being displayed at FBD'S premises, and is liable for said equipment and other property if it is lost, stolen, damaged or misplaced by User's agents or the attendants at User's function whether or not invited.
- G. Children under the age 15 years of age must be supervised by an adult at all times.
- H. FBD reserves the right through its officers and its employees or agents to eject any person or persons from any portion of its Facilities, and upon the exercise of this authority, through its employees, officers, or agents, the User hereby waives any right or claim for damages against FBD or any of its employees, officers, or agents
- I. FBD assumes no responsibility for equipment supplied by User or another party. FBD reserves the right to approve (1) all equipment used hereunder and (2) the supplier of said equipment.
- J. All of user's property will be removed from F B D by User at the termination of User's use of the Facilities. If User's property is not removed as provided herein, FBD will have the right to cause such property to be removed at the expense of the User.
- K. User shall comply with all rules and restrictions that may be prescribed by FBD for the purpose of maintaining the safety, care, good order and cleanliness of

L. FBD's premises, equipment and property displayed thereon.
Special/Other Needs:

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

User

Date

CEO, Ms. Theresa Boone-Schuler

Date

Food Service Manager, June Jacome

Date

Facility Manager, Arron Lee

Date

CC: Business Manager
Facility Department
Residential Manager