

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA
Facilities Use Agreement

This Agreement made this ___ day of _____, 20___, between USER NAME (“PARTICIPANT”) and the City of Willcox through the City Public Works Department (“CITY”) for the use of the City owned facilities by a private organization.

ARTICLE I --- TERM OF AGREEMENT:

The term of this agreement shall be _____, 20__ through _____ 20__, unless earlier terminated by either party. Notice of termination shall be provided at least ninety (90) days prior to the effective termination date.

ARTICLE II --- CITY OWNED FACILITIES:

This agreement shall be for the use of _____,
to be used for _____
to be used by _____.

PARTICIPANT wishes to use certain City owned facilities and the CITY is willing to permit the PARTICIPANT the primary use of the facilities under the conditions indicated in this Agreement and any Exhibit attached hereto during the term of this Agreement.

CITY agrees that it will perform the duties as outlined in Attachment “A”.

PARTICIPANT agrees it will perform the duties as outlined in Attachment(s) “B”.

PARTICIPANT agrees to pay the fees as are listed on Attachment “C”.

ARTICLE III --- INDEMNIFICATION AND INSURANCE

PARTICIPANT agrees to secure liability Insurance to cover the term of this agreement in not less than the amount of one million dollars (\$1,000.00) which names the City as additionally insured.

Each party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their participation while performing duties undertaken pursuant to this Agreement.

The PARTICIPANT agrees to hold harmless the City, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney’s fees, defense costs and expenses arising from PARTICIPANT performance pursuant to this Agreement. The PARTICIPANT shall provide the CITY with current insurance certificates or the evidence of coverage as appropriate.

The CITY agrees to hold harmless the PARTICIPANT, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from the CITY performance pursuant to this Agreement.

ARTICLE IV --- MISC. PROVISIONS:

CANCELLATION FOR CONFLICT OF INTEREST

This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

NONASSIGNABILITY

Neither party may assign a duty or responsibility under this Agreement without the prior written consent of the other party.

RIGHTS/OBLIGATIONS OF PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

NOTICE REQUIREMENTS

All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective party as follows:

If to the CITY:

City Clerk, City of Willcox
101 S. Railroad Ave., Suite B
Willcox Arizona 85643

If to the PARTICIPANT:

SEVERABILITY

Each provision of this Agreement stands alone and, if any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of the provision and of the entire Agreement will be severable and remains in effect.

ENTIRE AGREEMENT

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended or extended only by a written amendment approved by the parties.

GOVERNING LAW

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate, by reference, all laws governing mandatory contract provisions required by statute or executive order.

IN WITNESS WHEREOF, the Parties hereby enter into this Agreement as of the day and year written above.

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

By: _____
(Name and Title)

PARTICIPANT

By: _____
(Name and Title)