

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA
Facilities Use Agreement

This Agreement made this ____ day of _____, 20__, between _____
_____ (“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__.

List start time and end time including set up and tear down: _____
(Start time/day) to (End time/day)

Notice of termination shall be provided at least thirty (30) days prior to the effective termination date.

ARTICLE II --- CITY-OWNED FACILITIES

This agreement shall be for the use of _____, to be used for
(Facility and area/s)

_____ to be used by _____
(Type of event) (Example: public, family, friends)

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 listed on Attachment “C”.

ARTICLE III --- INDEMNIFICATION AND INSURANCE

PARTICIPANT agrees to secure liability insurance at least sixty (60) days prior to the event to cover the term of this agreement in not less than the amount of one million dollars (\$1,000,000) which names the City as “additionally insured” and including required endorsement.

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.

PARTICIPANT agrees to indemnify and 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 the PARTICIPANT’S 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.

