



**WILLOW AREA COMMUNITY ORGANIZATION**

PO Box 1027 • Willow, AK 99688

(907) 495-6633

www.waco-ak.org

**FACILITY USE AGREEMENT**

<b>Renting Organization / Individual</b>		<input type="checkbox"/> WACO-Recognized Community Group <sup>1</sup>	
<b>Rental Period Date &amp; Time</b>			
From (Date):	Time:	To (Date):	Time:

<b>Contact Information</b>	
Name:	Telephone:
Address:	E-mail:
Name:	Telephone:
Address:	E-mail:

**Waiver of Liability**

Renter shall indemnify Willow Area Community Organization (WACO) and Matanuska-Susitna Borough (MSB), their elected and appointed officials and officers, agents, and employees from and against any and all claims arising from (1) Renter's use of the Rented Premises, or from the conduct of Renter's business, or from any activity, work or things done, permitted or suffered by Renter in or about the Rented Premises or elsewhere; 2) any breach or default in the performance of any obligation on Renter's part to be performed under the terms of this Rental Agreement; (3) any negligence or intentional conduct of Renter, or any of Renter's agents, contractors, customers, employees, guests, or any person claiming by, through or under Renter; and (4) any accident on or in connection with the Rented Premises, or any fire thereon, or any nuisance made or suffered thereon. Renter shall further indemnify WACO and MSB from and against all reasonable costs, attorneys' fees, expenses and liabilities incurred in the defense of any proceeding brought against WACO or MSB by reason of any such claim. Renter, upon notice from WACO or MSB, shall defend any of the above- described claims at Renter's expense by counsel reasonably satisfactory to WACO and MSB. Renter, as a material part of the consideration to WACO and MSB, hereby assumes all risk of damage to or destruction of property or injury to or death of persons, in, upon or about the Rented Premises, arising from any cause and Renter hereby waives all claims in respect thereof against WACO or MSB.

**Renter Initials** \_\_\_\_\_

<sup>1</sup> All MatSu Borough activities and/or rentals-for-a-fee take precedence over non-fee-paying groups.

Fee Schedule	
<input type="checkbox"/> Main building (main hall only; does not include kitchen) <input type="checkbox"/> _____ hours x \$50.00 / hr = \$ _____ <input type="checkbox"/> 12 hours \$400.00	
<input type="checkbox"/> Individual Instructor Classes for Willow Residents = 15% of paid class fees *Attendance documentation must be produced for calculation of fee*      \$ _____	
<input type="checkbox"/> Kitchen (does not include use of propane stove): \$30.00	<input type="checkbox"/> Propane stove fee: \$20.00
<input type="checkbox"/> Floor cleaning fee (required for rentals of 50 people or more <b>or</b> 4 hours or more): \$65.00	
<input type="checkbox"/> Pavilion reservation, \$25.00 for 4 hours \$ _____	
<input type="checkbox"/> Other rental \$ _____	Description _____
<b>TOTAL AMOUNT RECEIVED \$ _____</b>	

Deposits *NOTE: If keys are not returned, Renter will be charged amount required to re-key outdoor locks.
<input type="checkbox"/> Refundable cleaning deposit (main building) \$200.00 / <input type="checkbox"/> Key Card deposit \$25.00 Refunded? <input type="checkbox"/> Yes / <input type="checkbox"/> No      Why? _____

Proof of Insurance
WACO and MSB listed as additionally insured on certificate <input type="checkbox"/> Waived
<input type="checkbox"/> Attached <input type="checkbox"/> Will be mailed <input type="checkbox"/> Will be faxed <input type="checkbox"/> Will be e-mailed

The below checked Policies are attached, based on portion(s) of the facility rented. The renter is required to initial on the line signifying the terms and conditions for each were received, read and understood.

- General Rental Terms and Conditions pol-009 \_\_\_\_\_
- Facility Usage Terms and Conditions pol-006 \_\_\_\_\_
- Kitchen Usage Terms and Conditions pol-007 \_\_\_\_\_
- Community Center Usage Terms and Conditions pol-002 \_\_\_\_\_
- Pavilion Usage Terms and Conditions pol-008 \_\_\_\_\_

# WACO Facility Use Policy & Procedure

## 1. PURPOSE

To provide the rules for the Willow Community Center for renters, local organizations, and WACO special events. These apply to **ALL** who use the Community Center.

## 2. GENERAL INFORMATION

Events must be scheduled through the building manager, Sabrina Christley, by calling (907) 232-7133 or by emailing [sched@waco-ak.org](mailto:sched@waco-ak.org). Events may be scheduled between the hours of 8 AM and 10 PM, including set-up and clean-up. **Access for other hours must be arranged with the building manager ahead of time.**

## 3. RESPONSIBILITIES AND REQUIREMENTS

3.1 User is responsible for making sure the facility is closed and locked before leaving.

3.2 The following areas are off limits: upstairs, office, boiler room, pantry, and the kitchen (unless included in the rental).

3.3 User is responsible for their own set up, break down, and clean up unless other arrangements have been made in advance.

3.4 Tables and chairs **MUST** be put away according to established guidelines (photos are posted on the storage room wall). **DO NOT** drag table and chairs across the floor.

3.5 **NO THUMB TACKS, STAPLES, OR TAPE** (other than BLUE PAINTER'S TAPE) may be used on ANY wall.

3.6 No animals are permitted in the building except for service animals. While Emotional Support Animals, Comfort Animals, and Therapy Dogs are often used as part of a medical treatment plan as therapy animals, **they are not considered service animals under Title II and Title III of the ADA.**

3.7 Children must be supervised at all times.

3.8 No items are to be removed from the building.

3.9 Candles must be placed on a non-combustible surface. **DO NOT LEAVE CANDLES UNATTENDED.**

## 4. CLEAN UP

4.1 WACO will supply trash can liners and floor cleaning equipment. Make sure you know where cleaning materials are located.

4.2 Tables and chairs must be washed with a light bleach solution.

4.3 Floors must be swept (or dust mopped). Floors must be wet mopped if necessary.

4.4 ALL decorations or paraphernalia must be removed.

4.5 All liners must be replaced in trash cans, and garbage **MUST** be removed and placed in dumpster.

*AUTHORITY*, Planning & Facilities Management Committee

**Renter Initials** \_\_\_\_\_

**IMPORTANT REMINDERS:**

- If your group is the last to leave the community center, it is YOUR responsibility to check all outside doors to be sure they are latched closed AND locked. If you are unable to lock the facility, you **MUST** call Sabrina Christley @ 907-232-7133.
- It is your responsibility to make sure tables and chairs are returned to the storage room according to the photo posted on the storage room wall. DO NOT STACK ANYTHING IN FRONT OF THE ELECTRICAL BOX FOR 36”.
- Unless other arrangements have been made, you MUST call Sabrina Christley @ 907-232-7133, at the conclusion of your event for the required post-event walk-through.

\_\_\_\_\_   
Initial

By signing this agreement, you acknowledge that you have read and understand the agreement, requirements, waiver, and any additionally attached Terms and Conditions pages;and that you agree to be bound by the terms and conditions. **Failure to comply with this agreement may result in immediate cancellation of use, denial of future use, and forfeiture of fees and deposits.**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Authorized signer (signature)

\_\_\_\_\_  
Authorized signer’s name (printed)

\_\_\_\_\_  
Authorized signer’s phone number