



*Where Pastel
Artists Flourish!*

Tucson Pastel Society
2447 N. Los Altos Ave
Tucson, AZ 85705

Facility Usage Agreement

The undersigned, as agent of the applicant, agrees to and binds the applicant to the terms and conditions outlined in this Agreement for rental of the TPS facilities located at 2447 North Los Altos Avenue, Tucson, Arizona.

The undersigned states s/he has the authority to bind _____
to the terms of this agreement based on the undersigned's position with applicant as

_____.

Daily Rental Fees:

- | | |
|------------------------------------|-------|
| <input type="checkbox"/> 1-3 hours | \$50 |
| <input type="checkbox"/> 4-6 hours | \$100 |
| <input type="checkbox"/> 7 or more | \$150 |

Payment of the rental fees: The rental fees shall be paid when the rental contract and hold harmless agreement are submitted to TPS. A reservation may be cancelled without penalty up to thirty (30) days prior to the commencement of the reservation. Cancellations after the thirty-day period are subject to a fifty percent (50%) penalty. Cancellation may be made by email to bneidefferart@gmail.com. TPS cannot guarantee a refund if cancellation is made in an alternate manner. This Agreement and the accompanying Hold Harmless Agreement must be signed by the applicant at the time the reservation is entered by applicant. The contract shall be deemed to be in effect upon applicant's receipt of a copy of the contract signed by TPS. Any arrangement for cancellations or contract agreements may only be changed with agreement in writing with the Tucson Pastel Society.

There is a twenty-five (\$25.00) dollar replacement fee for each lost key.

Usage Rules:

These rules apply to all of TPS property, including, but not limited to: all structures on the premises, the parking lot, driveway, fencing, and TPS property in front of the main building.

- Applicant will use the keys in the contractors box located on the shed doorknob. The code for said box will be sent by email to the applicant after the contract, hold-harmless and payment have been received.
- Applicant agrees that upon departure, the facilities, equipment and all TPS property are to be returned to the same condition as originally found upon first entry onto the property. This includes, but is not limited to: return of furniture to its original location, final clean up, turning off of all lights, including the bathroom lights/fan, return thermostat to previous setting and turn evaporative coolers off. Applicant assumes responsibility for any increase in utility cost that can be attributed to a failure to turn off/down utilities.
- Applicant acknowledges responsibility for payment of any repairs required by damage that occurs to the premises as a result of applicant's usage. A written notice of any claimed damage and cost of repair will be forwarded to the applicant by TPS within ten (10) business days, such period shall commence beginning on the first business day after the rental period has expired. Applicant may obtain its own estimate, but repairs shall be within the control of TPS. Any necessary legal

fees or court costs incurred as a result of applicant's failure to return the premises in the condition found at the commencement of the rental period shall be paid by the applicant.

- Use of all chairs and tables in the main building is included in this rental.
- TPS is not required to provide tables and chairs for the applicant. Applicants may bring tables and chairs into the building for use during the rental period, then remove them at the end of the rental period.
- Parking is available in the back lot only.
- Smoking, use of alcoholic beverages or use of mind altering drugs of any kind (including medical marijuana) is forbidden on TPS property
- Only service animals shall be permitted in the building.
- Any items left in the refrigerator will be disposed of promptly.
- THE FACILITY MUST BE LOCKED AND SECURED AT DEPARTURE.
- Applicant will place key(s) in the provided drop box and check that facility door is locked before leaving the premises.

Premises: Anything found in the refrigerator upon arrival shall be left untouched and anything belonging to the applicant shall be removed at the end of the rental period, except for water.

Applicant agrees that occupation of the main building shall not exceed 80 persons.

Applicant agrees that the Tucson Pastel Society is not responsible for providing tables and chairs as part of any rental agreement.

Insurance: By signing this agreement, Applicant acknowledges that they have liability insurance to cover its operations at the TPS facility and property.

A signed Hold Harmless Agreement, attached hereto, and incorporated by reference into this Agreement, is a requirement for rental.

Date of application: _____

Applicant: _____

Organization: _____

Address: _____ City: _____ State: ___ Zip: _____

Contact Phone: _____ Contact Work Phone: _____ Contact Cell Phone: _____

Date(s) Requested: _____ Hour(s) Requested: _____

Purpose of Meeting: _____ Number of People Expected: _____

Special Usage Requests (all TPS decisions as to special requests shall be considered final):

I agree to the provisions as stated above:

Signature _____ Position _____ Date _____

The above application is accepted by the Tucson Pastel Society. The following special usage requests as indicated above are accepted/denied by TPS.

Date _____ By: _____ Title: _____



Where Pastel Artists Flourish!

Tucson Pastel Society
2447 N. Los Altos Ave
Tucson, AZ 85705

Hold Harmless Agreement

For and in consideration of the use of the premises located at 2447 North Los Altos Avenue, Tucson, Arizona (the property),

(Facility User)

agrees to indemnify, defend and hold harmless the Tucson Pastel Society (TPS) from any expense, loss, liability, attorney's fees arising out of or in any way relating to the assertion by any person of any claim (whether or not well founded), demands, causes of action, controversies, obligations or liabilities in connection with applicant's use of the premises, which includes the entire premises, including, but not limited to: the driveway, fencing along property lines, parking area, area in front of the building, and all structures on the property. . Applicant hereby releases TPS from any loss or damage to personal property or bodily injury to any person that arises as a result of the use of the premises. Applicant shall be responsible for any damage to TPS property and adjoining perimeter fencing that arises as a result of applicant's use of the premises. Applicant shall comply with all laws, regulations and ordinances applicable to the premises.

User Representative Signature

User Representative Printed Name

Title

Date