



*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:**

- 1-3 hours                      \$50
- 4-6 hours                        \$100
- 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](mailto: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. 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 pick up keys at the facility on an agreed time and date.
- 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
- 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:** Applicant acknowledges that TPS is in the process of arranging for compliance with disability laws to remodel the current bathroom facilities. By signing this form, the applicant acknowledges that the bathrooms on the premises are non-compliant and accepts all liability for any claim arising from the condition of the bathroom(s).

Applicant agrees that usage of any facilities in the kitchen, except the refrigerator and microwave, is forbidden. 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.

Applicant agrees that occupation of the main building shall not exceed 122 persons.

**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):

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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: \_\_\_\_\_



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### **Hold Harmless Agreement**

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

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(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.

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User Representative Signature

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User Representative Printed Name

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Title

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Date