Exhibit A
City of Carlin Resolution 2010 - 05

CITY OF CARLIN PARK, BUILDINGS and FACILITIES EVENT and USE LEASE AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 20__, by and between The City of Carlin, hereinafter referred to as "City", and _____, hereinafter referred to as the "User".

1. PURPOSE.
This agreement allows User to reserve and make use of the _____,
(specify the Carlin Park, Field, Building or other Facility or portion thereof to be used)

and to conduct and operate an event subject to the conditions contained herein. The User shall mange such activity and be directly responsible to the City of Carlin's designee.

The event to take place is: (fully describe the event)

2. TERM.
User is hereby granted permission to make use of the above City Facility on the following dates and times: (Specify Dates and times below)

3. RULES FOR USE OF THE CARLIN PARK, BUILDINGS and FACILITIES

A. No one under the age of 18 years old will be allowed to lease the Carlin City Facilities. This shall include the announcer's booth.

B. A City representative will accompany the User to the Carlin City Facility being leased to perform a visual walk-through or inspection of all equipment to be used for the function or activity. This will be done to review any additional training necessary for the operation of any of the equipment located at the facility.

C. The Carlin City Facility will be unlocked at least one (1) hour prior to the scheduled event or at a time agreeable between the City representative and the User. Other arrangements may be made with City Administration to open the facilities. If other arrangements are made they are as follows: (list other arrangements for opening or securing use of the City Facility)

D. User will be responsible for the cost of repair or replacement of any City equipment and facilities that are damaged while used by, or under the control of the User. Payment shall be made by the User within 30 days of demand by the City. User will also be responsible for immediately removing all trash associated with the event, or usage, and cleaning any facilities that are used during the event. Should User not fulfill this responsibility, the City will bill User the approved hourly rate for Public Works employees assigned to clean the park and remove trash as provided for in Exhibit A

E. A City representative will accompany the User within 24 hours after the function is officially over to perform a post-use inspection to ensure that all of the above requirements have been met by User.

F. User must provide a cellular phone (in working order) for emergencies.

G. User may request and execute a Concessionaire agreement with the City, if the City concurs, and solely at the City's discretion. If the User does not request and execute a Concessionaire agreement the City reserves the right to hold concessions at any event and to sell beer and non-alcoholic beverages or refreshments of any kind.

H. User may allow vendors to use the Facility for sales of goods, food, beverages and alcoholic beverages with the requirement that all vendors obtain comply with laws regarding required health certificates, Sales Tax Licenses and any other required licenses related to the products sold. In addition, Vendors of Alcoholic Beverages, including User, must apply for and obtain a Special Event Liquor/Alcoholic Beverage License from the City prior to the event.

All vendors must complete a Vendor Application with the City and pay to the City the approved application fee, unless waived for this event.

I. User is responsible for compliance by User's agents and Event attendees with all posted Park Rules.

J. User shall report to the City or designee, any abusive conduct or behavior by club, organization, or individual using the City Park.

4. PAYMENTS

User shall pay the City of Carlin for the use of said facility or area the amount determined by Exhibit A - Carlin City PARK, BUILDINGS and FACILITIES Usage Fees. All checks shall be payable to the City of Carlin. The City Council or the City Manager may waive fees for event and usage if the event is deemed to be in the best interest of the City.

5. COMPLIANCE WITH LAWS.

User will operate the event in an orderly manner at all times and conduct the event in accordance with all federal, state, and local rules, regulations, statutes and ordinances.

6. FIXTURES.

The User shall not install any additional fixtures, mobile units or any other equipment in connection with the event covered by this agreement without the express written consent of the Carlin City Manager or his designee. User shall be responsible for all repairs and cleaning of fixtures installed with City approval.

7. JANITORIAL SERVICES.

The City shall provide trash removal on a daily basis if requested and will bill User the approved rate for required Public Works labor and the actual cost of any equipment such as Dumpsters, trucks etc. User, at its own expense, shall keep all areas used by it, including the common area utilized by the User and the area used by the general public, in clean condition and open to inspection by authorized representatives of the City of Carlin at all times.

8. NOT A CONTRACT FOR EMPLOYMENT OF LEASE.

It is understood and agreed that this contract is not a contract of employment, in the sense that the User or the User's employees are not employees of the City of Carlin. User at all times shall be deemed to be an independent contractor. User is not authorized to bind the City of Carlin to any contracts or to other obligations. The City shall not be liable for acts of the User or its assistant or employees in performing the duties described herein.

9. DEFAULT OF USER.

The City of Carlin shall have the right to terminate the agreement in the event that default shall be made by User of any of the covenants hereby agreed to or performed by User, or if User violates any of the ordinances of the City of Carlin, State of Nevada, or federal government, or for dishonesty, incompetence, negligence, inattention or irresponsibility. Further, default of the agreement shall occur if User refuses to cooperate with the City of Carlin Administration, Public Works Department, Police or Fire Departments or other authorized representatives of the City in connection with the enforcement of the terms of this agreement. In the event the agreement is terminated, it will be lawful for the City of Carlin to immediately thereafter remove all of User's property from the premises.

10. INDEMNIFICATION

User shall save and hold harmless, defend and indemnify the City, its successors and assigns, from and against all loss or damage to property, injury to or death of persons resulting in any manner whatsoever, directly or indirectly, by reason of the use or occupancy of the leased City Facility for any purpose whatsoever by reason of the rights, licenses and privileges herein granted.

Where required by the City, and unless specifically waived below by the City Manager, Director of Public works or their designee, the User also agrees to have all event participants execute and be bound by **Exhibit B**, the **WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT** and to provide the city with the signed Waivers and Releases of Liability from all event participants unless waived for the event**.**

The City Representative indicates that for this event

Waivers are Required / Waivers are not Required

(circle one)

_____

Signature and Title of Person Authorized in Paragraph 10.

11. LIABILITY INSURANCE.

For all public events or usage, and unless specifically waived below by the City Manager, Director of Public Works or their designee, User shall file with the City Manger evidence of public liability insurance coverage satisfactory to the City insuring the liability of City, its officers, agents and employees and the User for any and all activities covered by the terms of this agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) single limit liability for bodily injury, death or property damage. Said policy shall not be cancelled until the City has been notified in writing that the function or activity has been completed and the City Park is no longer needed. A certified true copy of the policy certificate with endorsement must be furnished to the City at the date of execution of this agreement. The policy must include the following endorsements: "IT IS A CONDITION OF THE POLICY THAT THE INSURANCE COMPANY MUST FURNISH WRITTEN NOTICE TO THE CITY OF CARLIN FIVE (5) DAYS IN ADVANCE OF THE EFFECTIVE DATE OF ANY REDUCTION IN OR CANCELLATION OF THE POLICY" Such cancellation shall terminate the User's agreement for the facility.

The City Representative indicates that for this event

Liability Insurance is Required / Liability Insurance is not Required

(circle and initial one)

_____

Signature and Title of Person Authorized in Paragraph 11.

12. NOTICES.

Any notice to User herein may be serviced personally or by mail. Any notice given by User to the City shall be deemed properly served upon the City if the same is delivered to the City Manger of the City of Carlin or deposited in the post office, postage prepaid, addressed to the City Manager.

13. ASSIGNMENT AND SUBLETTING PROHIBITED: TERMINATION BY DEATH .

This agreement may not be assigned to any other person or persons, in whole or in part, nor shall any portion of the premises hereby licensed to User be sublet in any manner whatsoever. This agreement shall terminate if, in the opinion of the City, the User, by reason of incapacity or otherwise, is unable to perform its duties during the term of the agreement for thirty (30) consecutive days.

14. ENTIRE AGREEMENT.

This Agreement shall be deemed and construed as the entire agreement of the parties hereto and there are no prior or contemporaneous oral agreements between the parties which would or will alter the terms of this agreement in any particular whatsoever. Any subsequent amendment to this agreement shall be in writing.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

CITY OF CARLIN	USER:
BY:_____	BY:_____
(Print Name and Title)	(Print Name)
_____	_____
(Signature)	(Signature)
_____	_____
(Date)	(Date)

EXHIBIT A
PARK, BUILDINGS and FACILITIES EVENT and USE FEES

Little League Field	$150 per day or $10.00 per hour with a two (2) hour minimum
Main park	$150 per day or $10.00 per hour with a two (2) hour minimum
Legion Field	$150 per day or $10.00 per hour with a two (2) hour minimum
Soccer Field	$150 per day or $10.00 per hour with a two (2) hour minimum
Equestrian Center	$150 per day or $10.00 per hour with a two (2) hour minimum
Senior Center	$150 per day or $10.00 per hour with a two (2) hour minimum
Other Field or Or outdoor area	$150 per day or $10.00 per hour with a two (2) hour minimum
Exterior Lighting	$20.00 per hour per field
Overnight	$10.00 per park or field
P. A. System	$20.00 per day
Fire or Police Vehicles	$100 per hour (2 hour minimum) or $500 per 12 hour day
Police, Fire Public Works Staff	$30 per hour (2 hour minimum) or $300 per 12 hour day
Water Truck	$30 per hour (2 hour minimum) or $300 per 12 hour day

Porta Johns, dumpsters, electrical equipment, generators, bleachers and any other equipment provided for the event by the City will be billed to the User at the actual cost of leasing.

Exhibit A
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Fee Worksheet*

Location	Number of Hours or Days	Amount
Lighting		
P.A. System		
Overnight		
Police Staff		
Fire Staff		
Public Works Staff		
Fire or Police Vehicles		
Water Truck		
Other Fees:		
	Total Fees	

Fees exceeding $500 require a $500 Security Deposit, refundable at the conclusion of the event or use if there are no charges for damage misuse or cleaning of the Park.

Total Fees = _____

Deposit (if any) = _____

Amount Due with Signed Contract = _____

The City Representative indicates that for this event fees are

Fees are Waived Fees are Adjusted All Fees Apply

(Circle and initial one)

* The City Manager, Director of Public works or their designee, may waive or adjust fees under this agreement if it is determined to be in the best interest of the City.

EXHIBIT B

CARLIN CITY PARK WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

The Undersigned Event Participant hereby;

1. Covenants not to sue or present any claim for personal injury, property damage, or wrongful death attributable to my participation in the event or activity against the City of Carlin and its Officers, agents or employees;

2. Assumes any and all risks of personal injuries to myself, including medical or hospital bills, permanent or partial disability, death and damage to my property, caused by, or arising from my participation in this event or activity;

3. Acknowledges that I fully understand that my participation may involve risk of serious injury or death, including economic losses which may result not only from my own action, inactions, or negligence, but also from the actions, inactions, or negligence of other, the conditions of the facilities, equipment, or areas where the event or activity is being conducted, the rules of play, or this type of event or activity;

4. Releases, waives, discharges and relinquishes the City of Carlin, its Officers, employees, and agents from any liability, loss, damage, claim, demand or cause of action against them arising from the attributable to my participation the event or activity, whether same shall arise by their negligence or otherwise;

THIS DOCUMENT RELIEVES THE CITY OF CARLIN AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE.

I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN VOLUNTARILY.

_____	_____	_____
Printed Name	Signature	Date

If a Participant is under the age of 18 a Parent or Guardian Signature is Required.

_____	_____	_____
Printed Name	Signature	Date