**Fountain Hills Cultural and Civic Association**

**The Garden Pavilion Rental License Agreement**

THIS AGREEMENT, is made between the Fountain Hills Cultural and Civic Association on behalf of Fountain Hills Community Garden, an Arizona 501(c)(3) non-profit corporation, acting by and through its authorized representative (the "FHCCA") and the party identified in the space provided below (the "Licensee") for use of certain space within the Fountain Hills Community Garden located at [13001 N. La Montana Drive](https://www.google.com/maps/search/13001%2BNorth%2BLa%2BMontana%2BDrive?entry=gmail&source=g) in Fountain Hills, Arizona (the "Garden").

LICENSEE agrees to pay the rental fee ($250) and the damage deposit ($250), for the use of the Garden Pavilion as fully set out in this agreement (total amount due $500 with $250 refundable damage deposit). Garden members are eligible to pay a rental fee of ($125) and a damage deposit of ($250), for the use of the Garden Pavilion as fully set out in this agreement (total amount due $375) with $250 refundable damage deposit).
Payment and signed License Agreement are due no later than ten (10) business days from date License is issued. If Licensee fails to return the signed agreement and full payment by the ten-day deadline, the dates may be released without notice to Licensee.

USE PURPOSE: The pavilion is available for non-political events, parties, and fundraisers. Political events, rallies or campaign events are not permissible.

RENTAL PERIOD: Pavilion rental is for a maximum of four-hours at a cost of $250/$125 (plus refundable damage deposit of $250) plus $25 if the grill/propane is utilized. Any time beyond the four-hour period will result in a per hour charge of $75/hour. The use of garden chairs and bar stools will have a $50 fee associated with their rental.

CANCELLATION: Refunds are based on the following: All fees are forfeited if less than 90 days’ notice is given.

DAMAGE DEPOSIT: A refundable damage deposit of Two hundred Fifty Dollars ($250) is required for Pavilion rentals. Amount of refund will be determined by Garden Supervisor or designee upon inspection of the Garden immediately following the event. If no damage is found, the damage deposit will be applied to any outstanding charges for rental, equipment or services. Refund, if any, will be returned by mail to the LICENSEE.

EVENT CLEAN UP: It is the responsibility of the LICENSEE to return their rental space(s) to the condition it was prior to their event. This includes the removal of all trash from the premises.

PROHIBITED ANIMALS: No pets are allowed inside the garden. The exception is Service Animals while in the company of the disabled individual or a Service Animal Trainer. We do request the Service Animal always remain harnessed or on a leash.

ALCOHOLIC BEVERAGES: Alcoholic beverage service may be provided by the vendor of your choice, subject to Garden staff approval. The liquor provider will have to be licensed through the State of Arizona Liquor Board and have a current Fountain Hills business license. An alcohol permit must be purchased by the LICENSEE in order to serve any type of alcoholic beverage. LICENSEE must submit proof of approved permit as required to Garden staff no later than 30 days prior to event date. Proof of licenses and insurance will be required.

SECURITY: Uniformed security is required at liquor events. The LICENSEE will arrange for security. LICENSEE will pay security for liquor service (four (4) hour minimum). Officers are required to be on site at the time liquor service begins until one hour after the liquor service ends. Liquor service will not take place if security is not arranged two weeks prior to event. The number of officers required will be determined by MCSO.

LIABILITY INSURANCE INDEMNIFICATION: LICENSEE shall procure and maintain insurance for event naming the FHCCA and Town of Fountain Hills as an additional named insured (Example: Richard C. Fuchs II | President & CEO | PRO Insurance Managers, Inc. P.O. Box 24427, Overland Park, KS 66283-4427 | 7429 West 161st Street, Overland Park, KS 66085 Toll Free - 800-821-7383 | Fax - 816-941-2750 Website - [**www.pro4.us**](http://www.pro4.us/) | Email - rfuchs@pro4.us).

INDEMNITY: LICENSEE agrees to hold harmless, indemnify and defend the FHCCA, the Fountain Hills Community Garden, Town of Fountain Hills and their respective officers, employees, agents and representatives from and against all losses, claims, demands, payments, suits, actions, recoveries, judgments and liability of every kind, nature and description, for injury to persons including wrongful death or damage to property or both arising out of or in any way connected with LICENSEE'S use of the Community Garden under the terms of this Agreement.

POLICIES AND PROCEDURES: The Policies and Procedures Manual is hereby made a part of this agreement by reference.

HOLD HARMLESS: To the fullest extent permitted by law, Responsible Party agrees to indemnify and hold harmless the Town of Fountain Hills, FHCCA and each board member, officer, employee or agent thereof (the FHCCA and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the use of the facility by the Responsible Party, its officers, employees, agents, or any tier of subcontractor, including, but not limited to claims or demands arising from accidents occurring on the premises of the FHCCA, whether or not caused by the negligence of the Responsible Party, its agents or employees, or the negligence other than the sole negligence of the FHCCA , its agents or employees or that of any other person, firm or entity.

APPROVAL OF FACILITY USE AGREEMENT: It is agreed the License Agreement will not be in force until both parties have signed it. If not approved, all funds received per this agreement will be refunded to LICENSEE, subject to the Cancellation Policies, as per the Policies and Procedures Manual.

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FHCCA Representative Licensee Representative

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Date

Pavilion Reservation Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_