

USER AGREEMENT FOR EVENTS - VILLAGE OF CLAYVILLE

USER:

____ Fire Dept. Member/Member's immediate family Function _____ For _____
Wedding, Birthday, etc Mother/Father etc

- Firefighter or Ladies Auxiliary or immediate family member
- "Immediate family member" is defined as the spouse, child or Mother or Father of a member of the fire department or ladies auxiliary member.
- Fee based on donation

____ Non- Members

- \$100.00 fee, paid to Village of Clayville (at least 7 days in advance)
- \$50.00 refundable upon inspection of venue after function is held

VENUE:

----- The hall at Clayville Firehouse

----- Village Park/pavilion

I am requesting the use of the facility indicated above for a period of ____ hours, not to extend past 11:00 p.m. I understand that it is my responsibility to leave facility chosen above in a clean and unpolluted state; whereupon after inspection of said venue, if I am a Non-Member, I will receive fee refund of \$50.00. Furthermore, I have reviewed, and will comply with, the Hold Harmless Conditions listed on the bottom of this agreement.

User Signature:

Accepted By:

_____ Dated _____
Village of Clayville Clerk or Clayville Fire Department Chief Signature

ALL USES ARE SUBJECT TO THE HOLD HARMLESS AGREEMENT AS NOTED BELOW. FAILURE TO COMPLY WITH THESE CONDITIONS WILL RESULT IN THE REVOCATION OF FUTURE USE PRIVILEGES.

CONDITIONS: I, _____ agree to protect, defend, indemnify and hold the Village of Clayville, its elective and appointive officers, employees and volunteers free and harmless from and against any and all losses. Claims, liens, demands and causes of action of every kind and character, including but not limited to, the amount of judgment, penalties, interest, court costs and legal fees incurred by the Village of Clayville arising in favor of any party, including claims, liens, debts, personal injuries, death (including employees of the Village of Clayville) and without limitation by enumeration, all other claims or demands of every character occurring or in anywise incident to, in connection with or arising directly or indirectly out of said agreement. I, _____ also agree to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all costs and expenses related thereto; even if the claims, demand or suit is groundless, false or fraudulent. In any case in which indemnification would violate any applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Village of Clayville of damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Village of Clayville or its employees.

I further state that I am 18 years of age or older and legally competent to sign this agreement. I understand these terms are contractual and not a mere recital, and that I have signed this document as my own free act.

Signature of Responsible Party _____ Date _____