



*For office use only*

Facility \_\_\_\_\_  
 Date of Use \_\_\_\_\_  
 Deposit \_\_\_\_\_  
 Fee Paid \_\_\_\_\_  
 Inspection \_\_\_\_\_  
 Deposit Returned \_\_\_\_\_

**FACILITY USE AGREEMENT**  
**Between the City of East Helena and:**

User/Lessee Name: \_\_\_\_\_ Business: \_\_\_\_\_

Non-Profit: Y N East Helena Business License: N/A Y N Don't Know

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Today's Date: \_\_\_\_\_

The City of East Helena allows the User to utilize certain municipal properties upon the following conditions:

1. **Premises to be Used:** User shall have the right to utilize the following described property (please mark one):

Full Day Use Only - \$100/Day and \$200 Security Deposit:

Kennedy Park Pavilion	Main Street Park Pavilion
(Bounce Houses and Inflatable Play Equipment Not Allowed Without Special Events Insurance)	

Hourly or Full Day Use - \$200 Security Deposit:

Recreation Hall		
City Hall Gymnasium	Hourly - \$15/Hr	Full Day - \$100/Day
City Hall Meeting Room		

General description of event:

On the following date(s): \_\_\_\_\_  
(month/ day/ year)

At the following times: \_\_\_\_\_ to \_\_\_\_\_ Total Hrs: \_\_\_\_\_

Number of expected people: \_\_\_\_\_

2. **Consideration for Use:** User will pay to the City the fee established by the East Helena City Council for the use of the above referenced facilities prior to use.

**3. Covenants of User:** User agrees to:

- a) Use and occupy the premises in a careful and prudent manner and not commit any waste thereon.
- b) Not use or occupy the premises for any unlawful purpose and will conform to and obey all present laws and ordinances, rules and regulations of all governmental authorities or agencies, respecting the use of and occupation of the premises.
- c) Not assign this agreement or sublet the premises, or any part thereof without prior written consent of the City.
- d) Not use or occupy the premises, nor permit the same to be used or occupied, for any purpose deemed extra-hazardous on account of fire or otherwise.
- e) Make no alterations in and to the premises without the prior written consent of the City. Affix no nails, screws, staples or similar non-tape fasteners anyplace into or onto the premises. Any and all tape shall be removed by the user.
- f) Indemnify, defend and save City, its officers, agents and employees harmless from any and all loss, damage, and liability occasioned by, or growing out of, or in any way arising or resulting from any willful or negligent act on the part of the User or User's agent or employees or guests, all at User's own expense.
- g) Restore any personal property located within or upon the premises to its original position and location, e.g., table and chairs restored to their original configuration and location within the Volunteer Fire/Rec Hall. The deposit provided for in this agreement will be retained by the City in the event the City determines restoration has not been accomplished or was incomplete.
- h) To provide a restoration, damage and cleaning deposit as established by the East Helena City Council for the facility being used. Lessee shall be personally liable for any actual expenses in excess of the Security Deposit for restoration, damage, or cleaning expenses.
- i) As a condition for use of the facility, the Lessee may be required to procure Comprehensive General Liability (CGL) Insurance naming the City of East Helena as a Name Insured or Additional Insured having the same coverage and coverage limits as the "Named Insured". The CGL policy shall have bodily and personal injury coverage limits of no less the \$1 million and property damage coverage limits of no less than \$500,000. The CGL policy must include effective dates covering the time period Lessee has contracted to use the facility. At least 48 hours before Lessee commences use of the facility, it shall provide written proof of its procurement of the CGL policy required by this provision, including an acknowledgement by the insurance carrier providing the CGL policy that if the CGL policy is cancelled for any reason prior to the effective dates identified in the policy, it will immediately notify, in writing, the City of East Helena of the cancellation.

**IN WITNESS THEREOF**, the parties have executed this agreement on the day and year signed below:

CITY OF EAST HELENA, A MONTANA MUNICIPAL CORPORATION

\_\_\_\_\_  
Signature/Date of Mayor or Authorized Representative (Printed Name)

USER: I have read and agree with the terms and conditions of this use agreement.

\_\_\_\_\_  
Signature/Date of "User" (Printed Name)