

# Facility-Use Application

Please use Black or Blue Ink Only



"Where Two Rivers Meet"

Building Request:	Room(s) Requested:
Activity Planned:	# of Youth: _____ Ages: _____ # of Adults: _____
Expected Attendance:	<b>(Office-use only):</b> Date Application Received: _____ Received By: _____

► Requested times should include any set up, take down, and cleaning time

DATE(S) REQUESTED:	TIME:
_____	_____ to _____
Total Hours Requested:	
TOTAL CHARGE:	

The Native Village of Kluti-Kaah will henceforth be referred to as NVKK.

Describe direct benefit of event (if any) to our Village or Tribal Members: \_\_\_\_\_

<input type="checkbox"/>	I have read and agree to comply with NVKK Facility-Use Permit Rules. I understand that the failure to comply with the NVKK Facility-Use Rules may result in the denial of future applications.
<input type="checkbox"/>	I agree to pay all fees associated with this application.
<input type="checkbox"/>	In consideration of my use of the facilities and/or equipment provided by the NVKK, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that NVKK and its insurers, employees, officers, directors or associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, patrons, participants, invitees, or unauthorized guests in, on or about the premises, or as a result of the use of facilities or equipment, regardless of whether such injuries result in whole or part, from the negligence of the NVKK.

## CONTACT INFORMATION

_____ Name of Organization (Please Print)		_____ Name of Authorized Representative Signing Application (Please Print)	
(_____) _____ Phone Number	_____ Email Address		
_____ Address	_____ City	_____ State	_____ Zip Code
_____ Signature		_____ Date	
_____ Name of Authorized Substitute (Please Print)		(_____) _____ Phone Number	
_____ Signature of Authorized Substitute		_____ Date	

DATE	TIME	AREA	FEE	TOTAL COST
REFUNDABLE CLEANING DEPOSIT				\$250.00
TOTAL WITH REQUIRED DEPOSIT				

(For Office Use Only)

### FACILITY-USE PERMIT APPROVAL

_____ Staff Authorizing Signature	_____ Date
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## FEES

AREA	<u>WITHOUT</u> KITCHEN USE	WITH KITCHEN USE
MEMORIAL HALL	\$100 / Day	\$200 / Day
LEARNING CENTER	\$50 / Day	\$100 / Day
GYMNASIUM	\$100 / Day	\$200 / Day
OUTDOOR SPACE	\$25 / Day	\$50 / Day
OFFICE SPACE	\$20 / Day	\$40 / Day

The NVKK is happy to provide our facilities for your use. This agreement is meant to define the terms of use and we ask that you and your entity respect our property. The additional cost of repair and cleaning will force us to raise our price, which affects everyone.

1. Group/ Organization fees are to be paid in full prior to facility use. Payment must be received prior to the scheduled event. Make checks payable to: **Native Village of Kluti Kaah**. Please include the name of the room being used on the Memo line. If paying in cash, please have the exact change.
2. Make a refundable deposit to ensure the facility is left clean and its present condition. All keys issued must be returned to the NVKK Administration Office within 24 hours of the event.
3. There is a Fee for all applications, except for Village sponsored activities and governmental groups (i.e., state, and federal agencies) conducting civic business.
4. By execution of this agreement, the permit holder shall accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or by both patrons and participants and I hereby fully and forever release and discharge NVKK, its insurers, employees, officers, directors, and associates from any and all claims, demands, damages, rights of action, or cause of action present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the use of said equipment and facilities.

## RULES AND REGULATIONS

1. All fees associated with applicant's signed permit must be paid in full prior to facility use, except for public open gym usage. A receipt will be issued at the time of payment.
2. Charges for cleaning and damages will be billed to the address of the Permittee as shown on the application and are due in full upon receipt of the billing.
3. The Permittee assumes all responsibility, risk, and liability for all activities of permittee, its employees, agents, invitees, contractors, subcontractors, or licensees, directly or indirectly conducted in connection with this Agreement, including environmental and hazardous substance risks and liabilities, whether occurring during or after the term of this Agreement.
4. The Permittee agrees to the fullest extent permitted by applicable law to indemnify and save harmless the NVKK, its directors and officers, and employees from and against all claims demands, judgements, costs, expenses (including reasonable attorney fees) sustained by the permit holder, his/her/its employees, or patrons which is utilized by the permit holder which may arise by reason of injury, emotional distress or death to any person, or damage to any property which may arise or be alleged to have arisen as a result of a dangerous condition of or on the premises, unless the condition had not

become more dangerous as a result of the Permittee's activities. The Permittee shall accept any such cause or action. This identification shall survive the termination of this Agreement. The obligation shall be incumbent upon the permit holder even if the alleged damage, claim or suit specifically alleges negligence on the part of the NVKK.

5. No person shall be entitled to the use of Village facilities, except for scheduled NVKK activities, unless a Facility-Use Permit for such use has been issued and signed by the Authorized Staff.
6. Facilities Use Permits are limited to the specified room(s) during the hours and days listed on the approved Permit. The Permittee shall ensure that the remainder of the building is not entered. Facilities will be opened at the time scheduled for the event to begin and close no later than the time scheduled for its conclusion.
7. Installation and/or movement of any equipment may only be conducted by the NVKK Personnel. Improper use or unapproved modifications of equipment beyond the manufacturer's purpose are prohibited.
8. Alteration of existing building facilities, hanging of posters, use of materials that affect the condition of floors, walls or other building parts may not be undertaken without specific prior approval of the Tribal Administrator.
9. Sub-leasing facilities is strictly prohibited.
10. The Permittee shall be responsible for the conduct and control of both patrons and participants and must comply with all applicable state and federal laws.
11. Any other permits required from fire, health or other government agencies must be obtained and copies must be presented to the NVKK Tribal Administrator prior to the issuance of any Facilities Use Permit. Where requested the user shall provide a certificate of insurance and/or a \$500.00 refundable deposit.
12. The Permittee shall be responsible for the expense of cleanup at the conclusion of each use.
13. All organizations using the NVKK facilities must provide adequate adult supervision who shall remain with the group during all activities and be responsible for the group's conformance with all appropriate rules and regulations. Minors (ages 0-17 years-old) must always be supervised. The Permittee is responsible for any damage caused by minors during the scheduled event.
14. The use of tobacco, vaping, possession of firearms, possession, or use of alcohol and/or illegal drugs, fighting, betting or other forms of illegal gambling is strictly prohibited upon the NVKK Premises or within any facility. Disregard of this rule will result in immediate shutdown of activities and the removal of persons from the premises and prevention of facility use agreements in the future.
15. Facilities Use Permits include the use of normal furniture and large equipment assigned to that specific area of the building (e.g., tables in the Hall). The Permittee is required to furnish his/her own expendable supplies (e.g., basketballs, volleyballs, etc.).
16. The Facilities Use Permit does not authorize the use or operation of any equipment other than that stipulated on the permit.
17. Advertising or sales of merchandise and printed matter, except that incidental to the activity, is prohibited on NVKK Premises.
18. Permittees are responsible for their own set up and take down. The facilities and equipment must be left in their present condition. Group/Organizations will be charged for any extra assistance provided by NVKK personnel, including a custodian, is needed during or after the scheduled event.
19. A revised bill will be presented if the facility is not used in accordance with the hours shown on permit or when extra services are performed by NVKK personnel, including but not limited to cost of labor.
20. The NVKK reserves the right to revoke a Facilities Use Permit for violation of these rules and regulations which occur or brought to their attention after an issuance of permit.

21. The NVKK reserves the right to cancel this agreement if a facility is required for the NVKK use. A permit may also be cancelled due to maintenance, repairs, fire, labor disputes or acts of God, such as epidemics, earthquakes, floods, or abnormal weather conditions.
22. The NVKK does not and shall not discriminate based on race, color, religion (creed), military status, gender, gender expression, age, sexual orientation, national origin, disability, marital status, change in marital status, pregnancy, or parenthood. Nor will NVKK deny access to the event based upon any of the above listed reasons.
23. Notify the NVKK office 48 hours in advance of cancellation needs. A fee may be charged to the Group/Organization if a 48-hour notice of cancellation is not received in advance.
24. A copy of the signed Facility Use Permit must be on the premises and in the possession of the group or entity's authorized representative during the facility use period.
25. During the periods of facility/premises use by Permittee, Permittee shall be responsible for vandalism or damages (other than normal wear and tear) occurring during its use. The permit holder shall pay for the cost of repair or replacement of the building and/or equipment that is damaged, stolen, or destroyed during use of this agreement.
26. Individuals utilizing the locker rooms are responsible for providing their own padlock/combo lock. The NVKK reserves the right to cut any lock as needed.
27. NVKK is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.
28. Permittee expressly waives any and all claims of whatever nature, for any and all loss or damage sustained from any cause whatever, prior, during, or subsequent to the rental period, by reason of any defect, deficiency, failure, or impairment of the premises, including, but not limited to the water supply system, heating system, wires leading to or inside the premises, gas, electric, or telephone systems, automatic sprinkler systems or from any other source whatsoever. NVKK is not liable or responsible for any financial loss incurred by the Permittee due to unforeseen, extenuating, or uncontrollable events, which cause failure of any or all the facilities to operate or function during the period of this Agreement.
29. The NVKK reserves the right to cancel this agreement at no charge to the renter to accommodate the family of the deceased.

**I have read the foregoing waiver and release of liability and voluntarily executed this document with full knowledge of its content. By my signature, I agree to the terms stated in this agreement. I also agree to pay the fee noted above.**

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Signature

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Date

### **GYM & BLEACHER GUIDELINES**

1. Proper athletic shoes (non-marking tennis shoes) must be worn at all times on the gym floor. Examples of prohibited shoes include, but are not limited to, high heels, cleats, sandals, stocking feet and/or hard-sole shoes.
2. Disassembling or moving equipment that has been set up is prohibited. Ask NVKK personnel to set up or remove equipment.
3. Food and beverages are prohibited in the gym, except for non-glass bottles containing only water. Liquids damage wood floors, sodas and juice will not be permitted. If water is spilled, the area must be cleaned up immediately.

4. All food is prohibited in the gym. In the event of concessions sold, the Common Area will be designated for eating.
5. Permittees must dust the floor with a treated mop (provided by the NVKK) after use. The use of household cleaning products on the gym floor is strictly prohibited.
6. Grabbing or hanging on the net or rim is strictly prohibited due to the risk of injury and potential damage to the equipment.
7. Bicycles, skateboards, roller skates, rollerblades, electric and non-electric scooters are prohibited.
8. Baseball, football and other activities or equipment deemed unsafe in the gymnasium are prohibited.
9. Good sportsmanship and proper conduct are expected by all users.
10. Disorderly conduct, abuse of the facility and equipment is not permitted.
11. Screaming, yelling, or use of offensive language will not be permitted.
12. Furniture must not be placed directly on the floor. When necessary, chairs must have protective rubber feet.
13. The use of tape or other marking materials is prohibited.

Failure to comply with these terms will result in the ability to use our facilities in the future. The NVKK reserves the right to pursue any legal means necessary to collect payment for any damages.

Tsin'aen (Thank you) for helping us take care of our facility.

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Signature

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Date