

**RESERVATIONS
AND USE OF FACILITIES AGREEMENT
CLARK CHATEAU**

Reservation Request Information:

Name of Applicant: _____ Contact Person: _____
(Responsible for Application) (If Different Than Applicant)

Mailing Address: _____

City/ST/Zip Code: _____

Phone Number(s): _____
Home Work Cell

Email Address: _____

Purpose of Event: _____

(Be Specific)

Non-profit: Yes No

Room(s) Requested: _____

Day & Date(s) of Use: _____

Hours of Use: _____ Kitchenette Use: Yes / No
(Be Specific - Include Set-up & Clean-up) (Circle One)

Estimate Number In Attendance: (See policy for maximum room capacity) _____

Number of Tables/Chairs Needed: _____

Name & full contact information of Food Caterer: _____

Proof of Liability Insurance Provided: Yes / No (Circle One)

Terms and Conditions

The applicant hereby agrees to the following terms and conditions with respect to its use of the applicable meeting room(s) at the Clark Chateau which is managed by the Butte-Silver Bow Public Archives ("Archives"). As used below, the applicant is referred to as the "User" and the City and County of Butte-Silver Bow is referred to as "Butte-Silver Bow" and through the Archives and Clark Chateau is referred to as the "Owner," and this agreement is referred to as the "Use Agreement."

In using the Owner's facilities, User shall comply with all applicable laws, rules and regulations, the rules and regulations of the Owner, the Clark Chateau Rental Policy, and any special instructions given to User by Owner's authorized representative(s). User agrees that all persons using the Clark Chateau facilities under this Agreement may not commit any damage to the Clark Chateau facilities and that if such damage occurs, User shall reimburse the Owner the cost of repair.

User shall carry general liability insurance coverage for the User's use of the Clark Chateau/Archives facilities, such as special events coverage, in the minimum amount of one million dollars (\$1,000,000) per occurrence, and shall name the Owner (naming Butte-Silver Bow specifically) as an additional insured for purposes of such use. User shall provide a "Certificate of Insurance" or other documentation reasonably requested by the Owner evidencing such coverage and additional insured status. Claims-made policies shall NOT be acceptable.

Food service from the Clark Chateau kitchenette must be catered only or used for food brought in. No food preparation is allowed. The bringing in of food (e.g., for a potluck as part of a non-profit event) is allowed as long as there is no preparation of food within the kitchenette area. Owner is not responsible for any health or safety related issues or problems related to the serving or consumption of food by Users in the Clark Chateau building. User hereby waives any claim against Owner for any health or safety related issues or problems by undertaking food service within the Clark Chateau building during the event, and agrees that Butte-Silver Bow will not be liable for any such issues or problems.

Alcoholic beverages are not permitted on or within Clark Chateau facilities unless first approved by the Owner pursuant to the Clark Chateau Rental Policy.

The User agrees, on its own behalf and on behalf of all its members, to defend, indemnify and hold harmless the Owner, its Council of Commissioners, elected officers, agents and employees, the Archives, the Archives Board, and the Clark Chateau/Archives staff (each an "indemnified party" and collectively the "indemnified parties") from and against all costs, damages, losses, claims, and expenses, including court costs, expenses of litigation, and attorneys' fees (collectively "Adverse Consequences") incurred, directly or indirectly, as a result of User's use of the Clark Chateau/Archives facilities, except insofar as such Adverse Consequences are directly and solely caused by the negligence or intentional misconduct of Owner. Such Adverse Consequences shall include, without limitation, any damage to the Clark Chateau or any other part of the Clark Chateau building, grounds or collections; the cost of employee overtime, if occasioned by the use of the meeting room; the cost of police or security protection, if deemed necessary by the Archives Board; and any claim asserted by any third person against any of the indemnified parties on account of any alleged injury or casualty related to the User's use of the Clark Chateau facilities.

This Use Agreement shall not be in effect until the User application is approved and this Use Agreement is signed by the Archives representative below.

User confirms it has been provided a copy of the Clark Chateau Rental Policy and has read such Policy

and acknowledges and agrees to comply with such Policy.

This grant is a license not coupled with an interest and may be terminated at any time by the Owner either before or during the period for which permission has been granted.

Applicant's Signature: _____ **Date:** _____

RESERVATIONS ARE NOT FINAL UNTIL THE REQUEST HAS BEEN APPROVED BY SIGNATURE BELOW

Reservation Approved by: _____ **Date:** _____