



Facility Use Agreement "Safe Grad"

This agreement made this _____, between the Corporation of the Municipality of Bassano (the "Municipality") and _____ (the "User")

It is understood and agreed that with the rental of _____ on _____ for the _____, the Municipality shall:

1. Reserve the right to limit or prohibit access to designated areas.
2. Prohibit the use of illegal drugs or consumption of alcohol by minors on municipal property.
3. Always have the right to eject any person(s) from the site for any reason that in the opinion of the Municipality deems sufficient.
4. Not hold the User responsible, nor shall the User hold the Municipality responsible for the nonperformance of this agreement caused by any casualty.

It is understood and agreed that with the use of this _____ on _____ for the _____, the user shall:

1. Guarantee and assume full and exclusive responsibility for all damages to property, fixtures and equipment belonging to or used by the user at or in the vicinity of the facility if caused by its respective members, opponents, guests or spectators during the period covered by the agreement.
2. Maintain and keep in force Commercial General Liability insurance with a per occurrence limit no less than (\$2,000,000.00) during the duration of the use agreed upon _____. The Municipality of Bassano shall be named as an additional insured. The policy must include an endorsement for host liquor liability. The certificate of insurance should include a waiver of subrogation in favor of the Municipality. The User will cause to be issued, and filed with the Municipality, a certificate of such insurance containing the aforementioned coverage as well as the issuing insurance company giving the Municipality thirty (30) days written notice in advance of any changes, cancellation or non-renewal.
3. Indemnify and hold the Municipality, its officers, agents and employees harmless for all complaints or suits made or brought for injury to persons or property caused by the User or User's members, guests, opponents or spectators and for any losses, claims, damage, costs and expenses arising out of or resulting from any act or omission of the User or the User's members, guests, opponents or spectators during the period of this agreement.
4. Comply with all reasonable rules and regulations established by the Municipality.
5. Provide appropriate emergency medical facilities during the event.
6. Provide the appropriate amount of uniformed and licensed security during the event as required.
7. Obtain the appropriate amount of portable restrooms required to service the estimated crowd.
8. Obtain and keep on file all permits required by the Municipality or the Province of Alberta and other local agencies.
9. Return the facility to its original condition. Users are responsible for waste disposal and site restoration.

By the signature of duly authorized agents of the Municipality of Bassano, and _____ for the above commitments agreed upon:

Municipality of Bassano

Date

Date