**City of Edgewood**

**Civic Center**

**109 N. Houston**

**Edgewood, Texas 75117**

**Use Agreement**

**THIS USE AGREEMENT made and entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**

**20\_\_\_\_\_, by and between the City of Edgewood, owner of the Edgewood Civic Center (hereinafter collectively called the “User”).**

**The Civic Center has agreed that User may use the Civic Center on the date and time for the purpose set forth below, and the parties therefore agree as follows:**

**USER INFORMATION**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**USE DATE**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_, beginning at \_\_\_\_\_\_\_\_\_o’clock a.m./p.m. (please**

**circle), and ending \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_, at \_\_\_\_\_\_\_\_\_o’clock a.m./p.m. (please circle).**

**ACTIVITY**

**The Civic Center shall be used by the User on the foregoing date and time for the following activity:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**USE AGREEMENT**

**RENTAL AND DAMAGE DEPOSIT**

**The reservation of the Civic Center is hereby made by payment herewith of a reservation/damage deposit in the amount of $\_\_\_\_\_\_\_\_\_\_\_. Rental for the foregoing activity, shall be $\_\_\_\_\_\_\_\_\_\_\_, payable 10 days in advance of the activity. The reservation/damage deposit shall be retained until conclusion of the activity and shall be used to reimburse the Civic Center for damage, if any, caused by the activity. If no damage has occurred (determined by the Civic Center Director), and the building is left in the condition it was leased, the reservation deposit shall be refunded in full within 5 business days of the activity.**

**LIMITATION OF LIABILITY: INDEMNIFICATION**

**User agrees that, in the absence of gross negligence by the Civic Center, the Civic Center shall have no liability for damage to or loss of property of User or its affiliates while such property is on the premises of the Civic Center. User further agrees, in the absence of gross negligence by the Civic Center, to indemnify the Civic Center and hold it harmless from any and all claims arising from any injury, including death, to any agent, employee or guest of User or its affiliates in connection with any activity hereunder at the Civic Center. User further agrees to indemnify the Civic Center and hold it harmless from any and all claims for any damage or injury to persons or property caused by any agent or employee of User or its affiliates in or on the Civic premises.**

**INSURANCE**

**Any commercial User shall deliver to the Civic Center prior to the date of the activity proof of comprehensive liability insurance covering use of the Civic Center.**

**MISCELLANEOUS**

**Reasonable rules and standards of conduct prescribed by the Civic Center shall be applicable to all persons present in the Civic Center and all such persons shall be subject to the governmental powers of the City of Edgewood.**

**Smoking is prohibited on the premises. All User trash must be removed by the User. No use of tape (of any kind), staples, tacks or nails. No use of bubbles in building.**

**EXECUTED THIS \_\_\_\_\_\_\_\_DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_\_\_\_.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**User City of Edgewood Civic Center**