Center Fee: __ Cash __ Check __ CC__
Check # _____
Center Deposit: __ Cash __ Check __ CC_
Check # _____
Transaction #: _____

Recreation Department
705 W. Union St./Benson, AZ 85602
(520) 720-6044

BENSON COMMUNITY CENTER RENTAL AGREEMENT

This application must be returned to the Recreation Department no less than 45 days before the scheduled event. Application will NOT be considered with out required paperwork.

APPLICANT INFORMATION

Name and Title (If Applicable):

Organization Name (If Applicable):

Applicant or Organization Mailing Address

Primary Phone: Secondary Phone:

Email Address:

Insurance: Events held on City property are required to include a certificate of liability insurance of one million dollars ($1,000,000) and appropriate endorsements naming the CITY OF Benson AND ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS AS ADDITIONALLY INSURED. Applicants policy is primary and non-contributory and subrogation must be waived.

SECTION A: EVENT INFORMATION

Event Name:	Expected Attendance:	
Event Date(s):	Start Time:	End Time:

Description of Event and Activities:

INDICATE IF YOUR EVENT WILL INCLUDE THE FOLLOWING:

- ☐ Inflatables?
- ☐ Water/Electrical Hook-ups ?
- ☐ Cooking/Open flames?
- ☐ Musical Entertainment/Sound Amplification equipment
- ☐ Is food being prepared?
- ☐ Is food being sold?

Please review the Arizona Department of Health Services Food Safety Regulations by visiting http://www.azdhs.gov/documents/preparedness/epidemiology-disease-control/food-safety-environmental-services/az-food-code.pdf

Renter Responsibilities:

- Read Center Rental Bulletin for rental and refund
- Pick up key before 4pm week of rental
- Responsible Party will be held liable for cost of any damage or lost equipment
- No Alcoholic Beverages/No smoking in the building

Please attach a list of all food and retail vendors including business name, contact name, and telephone number

RENTAL DEPOSIT

Your deposit WILL NOT be returned if you fail to do the following prior to vacating the facility

- Responsible party is to check outside circumference of the building to ensure all debris: empty cans, water bottles, candy wrappers, etc. are placed in trash.
- If the Community Center is decorated for a Holiday it is the Renters responsibility to redecorated if decorations are removed empty kitchen trash.
- Sweep floors, wipe down tables, sink, counters, chairs mop floors, put tables and chairs back as found.
- Ensure all doors are locked and lights are off.
- Smoking in designated area only (by picnic table in front) and 25 feet from front entrance.

PERMIT HOLDER INITALS_____

SECTION B: ALCOHOL

Will alcohol be sold?

The appropriate liquor license must be approved by
the Arizona Department of Liquor Licenses and Control
Visit https://www.azliquor.gov/forms.cfm and submit application 30 days in advance.

DESCRIPTION OF EVENT AND ACTIVITIES:

Select all that apply:

☐ Benson Community Center
☐ Lions Park
☐ Apache Park
☐ Union Street Park
☐ Benson Community Pool
Pool Ramada 1 ☐ Pool Ramada 2 ☐

OFF-DUTY CITY EMPLOYEE REQUEST

Consult the Recreation Department to determine if your event requires the presence of a City employee for which compensation must be paid.

☐ Off-Duty Police Officer: Contact the Benson Department of Public Safety at (520)586-2211

VENDOR LICENSURE REQUIREMENT

Applicant certifies that all retail vendors will possess updated transient business licenses on the event date. Applicant certifies that all food vendors will possess updates permits on the event date and that all food served will follow Cochise County Health Department Guidelines. Vendors found without a license or permit will be fined.

PERMIT HOLDER INITALS

APPLICATION TERMS AND CONIDITONS

By signing this document, Applicant agrees to the following:

* Applicant is at least 18 years of age or is 21 years of age, if alcohol is involved in the event.
* All vendors will be informed of their requirement to attain the appropriate permit before the event.
* The $100. refundable cleaning fee has been paid upon completion of this application.
* Liability insurance must be submitted 7 days prior to the event date. Failure to do so will result in the cancellation of the event
* Facility rental fees are non-refundable and must be paid upon completion of application. Failure to do so will result in the cancellation of the event.
* Applicant understands the risk of COVID-19 and will have signed waivers for the event at City Facilities

PERMIT HOLDER INITIALS_____

I certify I have received and read the Recreation Bulletin_____ **Initial Here.**

SPECIAL EVENT PERMIT AGREEMENT AND ACKNOWLEDGEMENT

Applicant shall indemnify, defend, save and hold harmless the City of Benson and its officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused in whole or in part, by the negligent or willful acts or omissions of Applicant or any of its owners, officers, directors, agents, employees, subcontractors or invitees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Applicant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Applicant from and against any and all claims. It is agreed that Applicant will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable. In consideration of permission to hold the event, Applicant agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising out of or resulting from the event. The City reserves the right to refuse installation of amusements or facilities that violate safety regulations. If Applicant is acting on behalf of an organization, Applicant certifies that he/she is an authorized officer of the Applicant or the agent of the organization, is acting on the organization's behalf, and is duly authorized to execute this Agreement and Acknowledgement on the organization's behalf. Applicant further certifies that he/she has read and understands all the terms of this Agreement and Acknowledgement, agrees that the Applicant shall be bound by its terms and conditions, and is of lawful age and legally competent to sign this Agreement and Acknowledgement. The City's issuance of a special event permit shall constitute a written agreement or contract between the City and Applicant for purposes of insurance requirements. Applicant agrees to the payment of all non-refundable and refundable fees specified in this document unless otherwise authorized by the Public Works Department. Applicant further acknowledges that depending upon the nature and location of the Applicant's special event, additional permits may be required. The City reserves the right to withhold clean/damage deposits depending on the condition of the facility when the permit expires.

PERMIT HOLDER INITALS _____

FACILITY KEYS AND EQUIPMENT

- Arrange for key pick up not more than one week prior to your rental date
- The Applicant agrees to leave tables, chairs, and all City of Benson property within the facility used as they found
- Applicants responsible for lost or damaged property will not be returned the Cleaning/Damage Deposit and may be additionally charged.
- The Applicant agrees to return City of Benson facility keys to the Recreation Department within two (2) days after the event date.
- Responsible Party is liable for costs of any damages or lost equipment. Including the 75" LG 4K HDR TV, cable box
- Grilling is ***only*** allowed out back (Southside) and at least 20ft away from the building

_____ _____

Responsible Party Date Signed

_____ _____

City Official Signature Date Signed