



Facilities Use Agreement

This agreement is made and entered into between Muskogee City-County Port Authority (hereinafter referred to as "the Port"), and _____ (hereinafter referred to as "Facility User) for the use of the space known as The River Center located at 5201 Three Forks Rd, Fort Gibson, Oklahoma, 74434.

In consideration of the Facilities leased hereunder, the Port and the Facility User agree as follows:

1. **FACILITIES LEASED:** *The Port hereby leases certain areas at the Facility, more particularly described as follows: The River Center, the Gallery, Covered Patio, Plaza and the grounds around the River Center.*
2. **USE OF FACILITIES:** *The Facilities hereby leased are to be used and occupied by the Facility User for the following described purpose:*

_____.
3. **CONDITIONS, LIMITATIONS, AND RESTRICTIONS:** *The Facility User understands and agrees to abide by the conditions, limitations and restrictions set forth in the Facilities Use Policy.*
4. **ACCEPTANCE OF LEASED FACILITIES:** *The Facility User has inspected the leased Facilities, and accepts the present condition.*
5. **RENTAL:** *The Facility User agrees to pay the Port _____ in rental fees for the Facility as follows:*
 - a) *With the execution of this lease, a non-refundable down payment in the amount of \$300.*
 - b) *The balance of the rental in the amount of _____ on or before fourteen (14) days prior to the date of the scheduled Event.*
 - c) *Refundable damage/cleaning deposit in the amount of \$300, (\$500 if alcohol is being served)*

6. **TERM OF USE:** *The Facility User's use of the Facilities described herein shall begin at _____ on the _____ day of _____, and end at _____, on the _____ day of _____.*

7. **REFUNDABLE DAMAGE/CLEANING DEPOSIT:** *The refundable deposit of \$300 (\$500 if alcohol will be served) shall be made by the Facility User before fourteen (14) days prior to the Event, to insure clean-up and zero damage of the Facilities after the use of the Facility User. The Port will inspect the Facilities as soon as the Event ends, to determine if the Facilities have been returned to the same state as before the Facility User's Event. If the Facility is returned to its proper state, the deposit will be returned to the Facility User by mail within fourteen (14) days after the scheduled Event. If the clean-up or damages exceed the damage/cleaning deposit the Facility User is responsible for any remaining expense.*

8. **COMPLIANCE WITH LAWS AND REGULATIONS:** *The Facility User agrees that use of the leased Facilities shall be in full compliance with all applicable local, state and federal laws, rules and regulations.*

9. **IDEMNIFICATION:** *The Facility User hereby releases and discharges the Port from and shall protect, and save the Port, its officers, agents, employees and volunteers, harmless from and against any loss, damage, cost or expense incident injury (including injury resulting in death) of persons or damage or destruction to property incident to or arising out of or in any way connected with the Facility User's use of the leased facilities.*

10. **SECURITY:** *Based on representations made by the Facility User, estimated security charges to be _____ which is prepaid by the Facility User in the rental fee. Should the actual security charges be less than the estimated amount, the Port agrees to reimburse the Facility User the difference between the estimated amount and the actual security charges. Should the security charges be more than the estimated amount and paid amount, the Facility User agrees to pay the difference between the estimated amount and the actual security amount. The Facility User agrees that no representations as to the adequacy of the security services provided are made by the Port and that neither the Port, its officers, agents, employees, or volunteers shall be liable to the Facility User for any loss or damage attributable to acts of third parties.*

11. **STAFFING:** *Based on representations made by the Facility User, estimated staff charges to be _____ which is prepaid by the Facility User in the rental fee. Should the actual staff charges be less than the estimated amount, the Port agrees to reimburse the Facility User the difference between the estimated amount and the actual staff charges. Should the staff charges be more than the estimated amount and paid amount, the Facility User agrees to pay the difference between the estimated amount and the actual staff amount.*

12. **CANCELLATION:** *If written notice of cancellation is not received in our office fourteen (14) days prior to the date of the Event, fifty (50) percent of the rental fee will be due. If written notice of cancellation is received in our office before the 14-day deadline, that will result in forfeit of the \$300 non-refundable deposit only.*

13. **ENFORCEMENT:** *In the event, it should become necessary for either the Port or the Facility User to institute any action or proceeding of any kind for the enforcement of this Facilities Use Agreement or any provisions hereof or to employ an attorney-at-law therefore, the prevailing party agrees to pay all costs and expenses of such proceedings, including reasonable attorney's fee.*

14. **ENTIRE AGREEMENT:** *This Facilities Use Agreement embodies the entire agreement between the Port and the Facility User for the use of the leased facilities.*

IN WITNESS, WHEREOF, *this Facilities Use Agreement has been executed by a duly authorized representative of the Port and the Facility User the day and year, first above written.*

Muskogee City-County Port Authority

BY: _____
Port Director

BY: _____
Event Coordinator

The Facility User

BY: _____
Facility User