



Building Use Agreement

214 E 2nd Street, PO Box 27
Shoshoni, WY 82649
307-876-2703

Parties and Premises

This Building Use Agreement (“Agreement”) is entered into by and between the Shoshoni Senior Center (“Owner”) and the User specified below (“User”), for the use of the community room of the Senior Center located at 214 E 2nd Street in Shoshoni, Wyoming (“Premises”).

Terms of Use

The Premises shall be used by User on the date(s) and time(s) and for the purpose of the event specified on the Building Use Form attached to this Agreement.

Fees and Deposit

User agrees to pay a rental fee of \$100, due ten (10) business days prior to the event or at the time of reservation for events that are not scheduled ten (10) business days in advance. The Senior Center may elect to waive this fee for public service events, memorials for Shoshoni locals, and events for current registered seniors who live within the boundaries of Fremont County School District #24.

A refundable security deposit of \$100 shall also be paid and is due at the same time, which may be withheld in part or in full for damages or cleanup as determined by the Owner.

Responsibility for Damages and Cleanup

User agrees to return the Premises to the condition in which it was received. User shall be liable for any and all damage to the premises, its contents, or surrounding property caused by the User, their guests, vendors, or agents. Any such damage or required cleanup shall be billed to the User with an itemized list of costs within ten (10) business days of the event. The Owner may apply all or part of the security deposit to cover such costs, but User remains liable for any balance due. Payment must be made within ten (10) business days. Failure to pay may result in legal action and recovery of all associated costs, including attorney’s fees.

Indemnification and Liability

User agrees to indemnify, defend, and hold harmless Owner and its agents, employees, and affiliates from and against any and all claims, damages, losses, and expenses (including attorney’s fees) arising out of or resulting from User’s use of the Premises, including but not limited to injury to persons or damage to property.

Termination and Cancellation

Owner reserves the right to cancel this Agreement at any time for cause, including but not limited to breach of terms. User may cancel at any time. Any prepaid fees may be forfeited

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

Entire Agreement

This document represents the entire agreement between the parties and supersedes all prior negotiations or understandings, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Building Use Agreement as of the date below.

OWNER

Name: _____

Title: _____

Signature: _____

Date: _____

USER

Name: _____

Title: _____

Signature: _____

Date: _____

If applicable, Organization/Title: _____

Attachments: “Building Use Form” and “Building Use Expectations, Rules, and Cleanup”



Building Use Form

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User

Full legal name of individual or organization, and the contact person and title if an organization:

Mailing address: _____

Phone number: _____ Email: _____

Signature: _____ Date: _____

Event Information

Date(s) and time(s) of use: _____

Event description: _____

Expected attendance: _____

Any additional areas requested for use: _____

Only the community room on the east side of the Senior Center may be used unless otherwise specified and agreed upon. **Bathrooms** may be accessed by passing through the dining room.

Equipment or other requests: _____

No equipment or items other than tables and chairs may be used unless specified and agreed upon.

If applicable, liability insurance provider name, policy number, and coverage limits:

Any other contact information that would be helpful:

Return completed Building Use Agreement and Building Use Form to the Senior Center. Information can be mailed to PO Box 27, Shoshoni, WY 82649 or emailed to director@shoshoniseniorcenter.com. We can accept payment of the rental fee by cash, check, or card. The security deposit must be paid by cash or check so that it can be returned to you afterwards. A copy of these documents can be provided to you if requested.

Notify the Senior Center as soon as possible if your event is cancelled or needs to be rescheduled.

<p>Senior Center Approval Signature: _____ Date: _____</p> <p>Name: _____ Title: _____</p> <p>Payment Amount and Method: _____</p> <p>Location of Security Deposit: _____</p> <p>Provide any personal contact information needed for access to the building.</p>



Building Use Expectations, Rules, and Cleanup

The availability of Senior Center use is limited by the availability of Senior Center staff or volunteers to open and close the building. A key to the building will not be issued in most cases. Building use is not to interfere with regular operations of the Senior Center. **The Senior Center does NOT offer event services.** During regular Senior Center hours, coffee and water may be available. If there might be more people than usual eating at the Senior Center because of your event, please let us know and provide a count as soon as possible.

For local and regular patrons of the Shoshoni Senior Center, additional Memorial services may be offered. Depending on the availability of volunteers, the Senior Center may be able to provide a simple meal and beverages for up to 100 people. Options are sub sandwiches or fried chicken that can be picked up and not be prepared at the Senior Center. We also have a calling list of those who might be able to contribute a side dish or dessert for these memorials.

Building Use Rules

The person who signed the Building Use Agreement must be present and supervise Senior Center use. He/she is responsible for following all rules and ensuring that all others abide by the rules. Children especially must be supervised closely and remain in the east room, unless accompanied by an adult to use the restroom.

- **Area of Use:** Unless other areas are specified on the Building Use Form and agreed upon by a representative of the Senior Center, only the community room on the east side of the Senior Center may be used. The bathrooms may be accessed by passing through the dining room. The industrial kitchen is NOT available for use.
- **Tables and Chairs:** You are responsible for setting up tables and chairs for your event, and you are required to return all tables and chairs to how and where they were prior to your event. Chairs are not to be stacked more than four high and cannot be in front of the windows.
- **Equipment:** The piano, presentation equipment, pool table, computers, and exercise equipment are not to be used at all unless specified on the Building Use Form and agreed to by a Senior Center representative. Keep children off of and away from all Senior Center equipment and items.
- **Decorations:** No tacks, tape, or anything that will damage or leave marks on the walls, ceiling, or furniture is to be used for decorating or any other reason.
- **Prohibited:** This is a smoke free building. The use of controlled substances is prohibited. Alcoholic beverages can only be served with the proper permits and if specified on the Building Use Form and then approved by the Senior Center's Board of Directors at their regular monthly meeting.
- **Memorials:** The body of the deceased is not to be brought into the Senior Center, but ashes in an appropriate container are allowed.
- **Required Cleanup:** Wipe down all tables used, clean up any messes or items out of place, vacuum, mop if needed, clean up any messes in the bathrooms, and take trash out to the dumpster on the west side of the building. Please note that the security deposit is NOT to be interpreted as an option to opt out of cleanup. The purpose of the security deposit is for easier cost recovery, stronger incentive for care, and establishing a paper trail if needed for proof of damages in courts. The Senior Center does not have the staffing capacity to provide event cleanup services.
- **Before Leave Building:** Check that all equipment used is turned off, thermostats are set to Energy Saving Mode, lights are off, and doors are all locked.

From the "Building Use Agreement": Responsibility for Damages and Cleanup

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