

# CHESTER PUBLIC UTILITY DISTRICT

251 CHESTER AIRPORT ROAD □ CHESTER □ CALIFORNIA □ 96020

PHONE: 530-258-2171 □ FAX: 530-258-2064

EMAIL: [KLICHTI@CHESTERFIRE.ORG](mailto:KLICHTI@CHESTERFIRE.ORG)

WEBSITE: [WWW.CHESTERPUD.ORG](http://WWW.CHESTERPUD.ORG)

## APPLICATION & AGREEMENT FOR FACILITY USE. PLEASE TYPE OR PRINT LEGIBLY.

Name _____	Organization: _____
Address _____	Home: (    ) _____
City _____ State _____ Zip _____	Work: (    ) _____
E-mail _____	Non-profit IRS #: _____

## EVENT INFORMATION

Date of Event: _____	Event time: _____ (from) _____ (to) _____
Type of Activity: _____	Number of people expected: _____
Will food / beverages be served? Yes <input type="checkbox"/> No <input type="checkbox"/> (Provided by Applicant)	<b>Minimum Facility rental is \$40.00 for the first two (2) hours and \$20.00/hour for each additional hour or portion thereof, up to an 8-hour maximum.</b>
Equipment requested: Chairs <input type="checkbox"/> Tables <input type="checkbox"/>	
Additional equipment you will provide: _____ _____	
Contact person, day of event: _____	
	Phone: (    ) _____

### (for office use)

Information Sent: <input type="checkbox"/> Received: <input type="checkbox"/> Date: _____	Total Cost _____
Application: Staff Approval    Denied    Staff member _____	How paid: _____
Reason _____	

The party whose contact information is set forth above ("Applicant") understands and agrees that his, her or its use of Chester Public Utility District ("District") facilities and equipment ("Facility") on the date and time as set forth under Event Information above ("Event") is subject to the terms and conditions attached to this application page. Provided the District approves the Applicant's request, this application page and the attached terms and conditions shall constitute the entire agreement between the Applicant and the District regarding the Applicant's use of the Facility for the Event ("Agreement").

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## 1. Applicant's Responsibilities

1.1 Unauthorized Use. Any use of all or a portion of the Facility, other than for the Event, shall constitute a breach of this Agreement, entitling the District to immediately halt such use and eject Applicant and all participants from the Facility.

1.2 Time. All events held in the Facility must be held during normal District office hours, 8:00am – 5:00pm, unless other arrangements are approved by the District. Applicant shall ensure that the Event ends as scheduled. Applicant shall also ensure that all Event participants leave the Facility and clean up as specified by this Agreement. However, if the Event goes past the scheduled ending time, the cleanup must still be completed as specified in this Agreement.

1.3 Facility Regulations. Applicant shall follow all District regulations for use of the Facility, including safety regulations. Applicant shall not tack, tape or nail decorations or signs to walls or furniture, except that paper covers may be taped to the tables. Neither shall decorations or signs be nailed or tacked to vegetation of any kind. Tape and paper shall be furnished by Applicant and completely removed after the Event.

1.4 Clean Up. Applicant shall be responsible for the cleanliness of the Facility upon completion of the Event. This includes, when appropriate, taking down and storing any District furniture or equipment used, in compliance with the instructions of District staff or persons on duty. If Applicant fails to adequately clean the Facility at the completion of the Event, all costs associated with cleaning the Facility after the Event shall be the responsibility of Applicant.

1.5 Damage to Facility. Applicant shall be absolutely and strictly responsible for the conduct of all Event participants and persons attracted by the Event, and shall be strictly liable for any resulting damages to persons or property, including the Facility.

1.6 Compliance with Law. Applicant shall not permit the use of the Facility for any illegal purpose. Applicant further agrees to comply with all State and Federal laws and local ordinances.

1.7 Indemnification. Applicant shall indemnify, protect, defend, and hold harmless District, and any and all of its employees, officials, agents and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, damage, or injury to property or persons, including wrongful death, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), from any cause, arising out of or relating (directly or indirectly) to this Agreement, where the same arise out of, incident to any alleged acts, error, omission, or negligence of Applicant, its officers, agents, employees, volunteers, agents, Event participants or person attracted to the Event.

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## 2. GENERAL TERMS

2.1 Personal Property Left on Facility. District shall have the right, without notice, to sell, destroy or otherwise dispose of any personal property left at the Facility by Applicant, Event participants or any other persons attracted by the Event after conclusion of the Event and cleanup.

2.2 Breach. Any breach of this Agreement by Applicant, Event participants or persons attracted by the Event shall entitle the District to refuse future use of any District equipment or facilities to Applicant or to persons or organizations in any way connected with or derived from Applicant, with the District being the sole judge of such connection or derivation.

2.3 No Assignment. This Agreement is exclusively between Applicant and the District. Applicant shall not assign this Agreement, and any attempt to do so shall result in immediate cancellation.

2.4 Notices. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the Applicant as set forth above and to the District as set forth below or at any other address as that party may later designate by notice: Chester Public Utility District, P.O. Box 503, Chester, California, 96020, Attention: General Manager.

2.5 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover, from the losing party, reasonable attorneys' fees and costs of suits.

2.6 Governing Law. The Parties understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of and for Plumas County, California.

2.7 Authority to Enter Agreement. Applicant and District represent to each other that they have the requisite power and authority to conduct their business and to execute, deliver, and perform the requirements of, this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement and bind each respective party.

2.8 Survival. All obligations of the Agreement not fully performed as of the completion or termination of this Agreement shall survive such completion or termination.

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2.9 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

2.10 Invalidity. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**Applicant Name (Print)** \_\_\_\_\_

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Application Approved by District:**

\_\_\_\_\_ **Date:** \_\_\_\_\_