

Agreement

The undersigned, being at least 18 years of age, in consideration of the opportunity to use certain facilities of the Nisqually Indian Tribe, and to participate in the activity identified herein, hereby agree to assume full responsibility for any prospective risk, or damage to any person and/or property, resulting from participation in any activity and I further agree to indemnify and hold harmless the Nisqually Indian Tribe, its elected officials, officers, employees, agents, and representatives from any and all claims, cause of action, demands, and expenses of any kind, arising out of the use of these facilities or relating to the activity which is the subject matter of this executed form.

Further, I have read and understand the Nisqually Tribe's Facility Request Policy, and agree to abide by it to ensure that other invited participants abide by said regulations and conditions, to assume responsibility for any theft, loss of damages of equipment, facilities, and grounds as a result of such use, and to fully reimburse the Nisqually Indian Tribe for the expense of any theft, loss or damage, including excessive cleanup.

Conditions

Smoking, illegal drugs, alcohol, and unauthorized use of prescription medication are prohibited in all outdoor and indoor facilities. No furniture, equipment, or any other item may be removed from the interior of the youth center. Facilities can be occupied within regular business hours unless advanced written permission is granted by the Nisqually Youth & Community Center Program Operations Manager (NYCC-POM)

User agrees to hold harmless, indemnify and defend Nisqually Youth & Community Center (NYCC) including employees from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above-described premises, its entrances and exits, and surrounding areas, for Users purposes, regardless of whether such injury or damage results from the negligence of the NYCC, employees or otherwise.

The renter must complete the **Facility Inspection Form** with NYCC Staff and/or NYCC Security, and the completed form must be returned to the NYCC-POM. The deposit will be returned upon completion of the Facility Inspection Form and verification from the Nisqually Police Department of no incidences. The deposit will be returned no sooner than five (5) working days after the event.

Per policy, all applicable fees and deposits shall be paid and delivered to the Nisqually Tribes Financial Services Department. **Facility Use Agreements** shall be completed if necessary.

The entire deposit will be retained by the Nisqually Indian Tribe if the condition of the facility is not left in accordance to the facility inspection form, or if the Nisqually Tribal Police Department is required to respond to calls of a disturbance at the facility. After a second response from the police department, the event will be closed down and the deposit automatically forfeited.

Refunds of rental fees, less a \$50.00 cancellation fee, will be granted so long as the cancellation is made thirty (30) days prior to the reserved date. Appeals for refund can be made with the Nisqually Tribal Chief Executive Officer.

If the renter does not abide by the facility use policy, the renter will no longer be allowed to rent any facility of the Nisqually Tribe. The Nisqually Indian Tribe reserves the right to refuse and cancel any rental at any time. Discrepancies will be reviewed by the Nisqually Tribal Chief Executive Officer.



The contact person is responsible for reporting any loss or damage, to the NYCC-POM via an in-person appointment, email <u>youthservices@nisqually-nsn.gov</u> or by phone at (360)456-5221. The Nisqually Indian Tribe reserves the right to deny access to the Nisqually Youth and Community Center at the Tribe's sole discretion.

The applicant agrees:

- 1. He/she is 18 years of age or older.
- 2. No alcoholic beverages, drugs, or gambling are permitted on the premises.
- 3. No smoking is permitted inside the building or certain perimeter areas of entryways
- 4. Not to use nails, tacks, pins, staples, duct tape, or similar items that will penetrate any portion of the building inside or outside, for decorations, posters, or signs.
- 5. No personal property shall be on the premises other than during the rental/use period.
- 6. No NYCC property will be removed from the premises, building, or for use at another location.
- 7. The requestor/program is responsible for the cleanup of the entire area and must remove all garbage from the premises and surrounding area. The building must be returned to its original state.
- 8. To reimburse the Nisqually Tribe NYCC for any damages to the premises, building or equipment.
- 9. The premises shall not be used for any purpose other than the one described above unless written permission is first acquired for additional use from the Manager.
- 10. Not to allow any unlawful, improper, or offensive use of the premises.
- 11. To forfeit the deposit in the event that any of the forgoing are not met, including water/food stains on the building/gym flooring.
- 12. To indemnify and hold harmless the NYCC and its officials, agents, and personnel against any and all claims for injury or damage, including all costs connected therewith, to persons or property arising out of the activities conducted by the applicant and requestor guest on the property.
- 13. The NYCC reserves the right to terminate this agreement or to remove the applicant and any of the requestor guests in the event the requirements of this agreement are violated or any dangerous, disruptive, or unlawful activity occurs on NYCC property during the timeframe covered by this agreement.
- 14. There will be applicable deposits and/or rental fees. A copy of the receipt must be given to the NYCC Manager. If the receipt isn't provided to the NYCC Manager, we will presume the deposit is not processed and you will not be allowed to use the facility. The deposit will cover the cost of any janitorial services required. Inspection will be conducted the following work day after the event to determine if all, part, or no refund will be returned.
- 15. The individual, program, or organization renting the facility space will assume responsibility for any damages incurred to the facility during the rental, including any amount above the required deposit.

By signing the Request to Use Facility Form the renter agrees to comply with all terms of this agreement.



Request to Use Facility Form

	Please select of	ne of the fol	llowing			
Personal Event Request		□ Tribal Department Request				
Requester Information						
Full Name:						
Last	First		M.I.			
Address:						
Street Address			City	State	Zip Code	
Phone:		Email:				
Please check one of the following:						
Nisqually Tribal Member Community Member Enrollment No.		ember	🗆 Tri	ibal Employee		
Event Information						
Request Use of:						
□ NYCC Gym	NYCC Kitchen	□ Other:				
Additional Requests:						
□ Tables:	□ Chairs:	□ A/V Pro (Employe	ojector & Screen ee Only)	□ Carpet		
Purpose for Event:						
□ Birthday	□ Party	□ Tourna	ment	□ Fundraising		
□ Training	Meeting		unity Event	□ Other:		
Reservation Date:		Reserva	tion Time:			

Deposit Due: \$100.00 (Fee not applicable to work event)



Request to Use Facility Form

I,	_ understand there will be an inspection of the area
(Print Name of Person-In-Charge)	
to be used with the NYCC Management or his/her de	signee.

Another inspection will be taken place at 8:30 AM the following working day. Any damage or unclean areas may jeopardize my deposit and future facility use.

It will be my responsibility to see that all rules and regulations regarding the facility will be adhered to at all times.

Person-In-Charge Signature

Management Approval Signature

Office Use Only	
	Invoice:
Deposit Paid, amount: \$ NO Payment, reason: 	
Inspection Completed: □ YES □ NO Deposit Refund: □ YES □ NO Fees: □ YES □ NO	
Reason for additional fees and/or forfeit of refund:	
Division Head	Date

2001 revised 12/2013

Form approved by: CEO

Facility Use Agreement Personal (rev. 11/22)

Date

Date

Nisqually Indian Tribe Chef Program

Nisqually Youth & Community Center Kitchen Policy

Effective Monday November 6, 2023 the Nisqually Youth & Community Center (NYCC) kitchen will be utilized for youth and tribal functions via the Nisqually Chef Program. All kitchen operations must be approved by Kitchen Operations Manager Clifton "CJ" Young.

Events including personal and department functions occurring during weekday facility operational hours will be directed to the Billy Frank Jr Gymnasium (BFJ). All BFJ requests are separate from NYCC facility requests; BFJ requests must go through Nisqually Tribe Operations Department.

All kitchen use requestors must obtain a valid Washington State Food Handlers Permit. The requestor will be required to show proof of valid permit.

Weekend kitchen use is subject to NYCC calendar availability. Weekday and Weekend requests must be approved by Kitchen Operations Manager.

Use of any kitchen utensils and equipment is not permitted, unless prior approval and arrangements are made with the Kitchen Operations Manager. No kitchen utensil or equipment is to be removed from the kitchen or loaned out. Any equipment use is subject to approval and an agreement must be in place via Kitchen Use Form.

All outside catering company's must prepare food at their company kitchen. Food can be delivered ahead of time fully prepared. If needed the catering company may be permitted to use the refrigerator, freezer and warmers with prior approval of the Kitchen Operations Manager.

All kitchen requests must be detailed and noted in the request. All requests must be submitted 2 weeks in advance. All last-minute requests will be denied.

*All NYCC scheduled tribal and youth functions take precedence over personal and department functions/event requests. NYCC Youth Afterschool Services are Monday-Friday 2-6PM. Events scheduled after 6PM are welcome upon approval of the facility request agreement and kitchen use form.

Sign and date below that you agree to the Nisqually Youth & Community Center Kitchen Policy.

Requestor Print Name	Requestor Signature	Date	
Caterer Print Name	Caterer Signature	Date	•••••
Name of Catering Company			
Current Food Handlers Card:	□Yes □No		
Business License: ¬Yes No)		