



# Town of Wellton

28634 Oakland Avenue • P.O. Box 67 • Wellton, Arizona 85356 • (928) 785-3348 • Fax (928) 785-4374

## Facility Use Application

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Event Date: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Time: \_\_\_\_\_

Total Hours: \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_

### Facilities

☐ **Community Center**

Rental Fee: **\$350.00**

Deposit (Cash): **\$150.00**

☐ Grand Canyon Room

☐ Arizona Room

☐ Kitchen

☐ Event Deck

☐ **Basketball Court**

Rental Fee: **\$150.00**

Deposit (Cash): **\$100.00**

☐ **Community Center and Basketball Court**

Rental Fee: **\$425.00**

Deposit (Cash): **\$250.00**

☐ **Butterfield Park Ramadas**

Rental Fee: **\$15.00 per hour** (2-hour minimum)

Deposit (Cash): **\$50.00**

☐ Upper Ramada 1

☐ Upper Ramada 2

☐ Lower Ramada 3

☐ Lower Ramada 4

☐ **West Side Park**

Rental Fee: **\$15.00 per hour** (2-hour minimum)

Deposit (Cash): **\$100.00**

☐ **Coyote Wash**

☐ Clubhouse (All)

☐ Den

☐ Banquet Room

☐ South Patio

☐ West Patio

Rental Fees: **\$500.00**

**\$300.00**

**\$250.00**

**\$100.00**

**\$100.00**

Deposit (Cash): **\$250.00**

**\$150.00**

**\$125.00**

**\$50.00**

**\$50.00**

Total Rental Fee: \_\_\_\_\_ Received by: \_\_\_\_\_

*I acknowledge I have received a copy of the Town of Wellton's Facility Use Rules and Regulations. I agree to abide by all rules and procedures therein. I acknowledge that if a key is required for my facility rental, it will be available to check out the day prior to the event. If my event is on a Friday, Saturday, or Sunday, I will checkout the key by 5:00PM Thursday prior to the event. I acknowledge all keys must be returned to have my deposit refunded.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Alcohol, Security, and Insurance

Will alcohol be sold, consumed, or served? ☐ Yes ☐ No  
***If yes, please attach your proof of insurance and required security.***

Security: \_\_\_\_\_

## Keys

Keys Picked Up: \_\_\_\_\_ Keys Returned: \_\_\_\_\_

### FOR OFFICE USE ONLY

#### Security Deposit

Amount of Deposit: \_\_\_\_\_

I acknowledge I have received the deposit, which held for me by the Town of Wellton as a security deposit for the use of a Town facility.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### FOR OFFICE USE ONLY

#### Approval

☐ Town Hall \_\_\_\_\_ ☐ Public Works/Park \_\_\_\_\_ ☐ Police Dept \_\_\_\_\_



# Town of Wellton

28634 Oakland Avenue P.O. Box 67 Wellton, Arizona 85356 (928) 785-3348 Fax (928) 785-4374

## Facility Use Agreement

This Agreement made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
By and between the Town of Wellton, a municipal corporation of the State of Arizona, hereafter called "Town"  
and/or "Licensor" and \_\_\_\_\_ hereafter  
called "Licensee".

The above named individual and/or Organization shall agree to the following rules for the Facility Use:

1. Licensee **agrees to pay** the Town:
  - a. Five hundred dollars (\$500.00), of which one hundred fifty dollars (\$150.00) will be a refundable deposit, if all below listed conditions are met, **for use and occupancy of the Community Center**, or
  - b. Six hundred seventy-five dollars (\$675.00), of which two hundred fifty dollars (\$250.00) will be a refundable deposit, if all below listed conditions are met, **for use and occupancy of the Community Center and Basketball Court**, or
  - c. Seven hundred fifty dollars (\$750.00), of which two hundred fifty dollars (\$250.00) will be a refundable deposit, if all below listed conditions are met, **for use and occupancy of the Coyote Wash Clubhouse**, or
  - d. Any other applicable rental fee and refundable deposit, **for use and occupancy of any Town facility**.
2. Licensee **agrees to cause said premises to be kept clean** and generally cared for during said term.
3. Licensee **agrees to abide** and conform **to all rules** and regulations and policies from time adopted or prescribed by the Licensor.
4. Licensee will comply with all laws of the United States, the State of Arizona, all ordinances of the Town of Wellton, Arizona and Yuma County and all rules and regulations of the Police and Fire Departments, or other Municipal Authorities of the town of Wellton and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or requirements, and if the attention of said Licensor is called to any such violation of the part of said Licensee, or any person employed by or admitted to said premises by said Licensee, such Licensee will immediately desist from and correct such violations.
5. Licensee **will not allow beer, wine or liquor** of any kind to be sold, given away or used upon said premises in violation of any law or regulation of the State of Arizona, Yuma County or the Town of Wellton. (Liquor Permits available.)

6. Licensee **shall not injure**, nor mar, nor in any manner deface said **premises**, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks, staples or screws into any part of said building, and will not make nor allow to be made, any alterations of any kind to said building.
7. That **if said premises**, or any portion of said building, during the term of this lease, **shall be damaged** by the act, default or negligence of this Licensee's agents, employees, patrons, guests or any person admitted to said premises by the Licensee, **Licensee will pay** to the Town of Wellton, upon demand, such sum as will be necessary to restore said premises to their present condition. **The Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises**, or to any portion of said building by the consent of the said Licensee, and said **Licensee agrees to have on hand at all times sufficient security personnel to maintain order and protect persons and property**. Number and identity of such persons to be approved by the Town Police Department and Manager's office.
8. That the **Licensor reserves the right**, through its Town Manager or his representative, **to eject any objectionable person or persons** from said building upon the exercise of this authority, through its town Manager, agents and law enforcement officers, the Licensee hereby waives any right and all claims for damages and agrees to hold the Town harmless from any such liability or claimed liability and to indemnify and save the Town of Wellton harmless of all loss, cost and expense in this regard.
9. The authorized representative of Licensor may enter into, and on the premises at any time.
10. **Licensee shall not**, without written consent of the Licensor, put or **operate any engine** or motor or machinery **on the premises, or use oils**, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, **or any other agent** than gas or electricity **for illuminating the premises**.
11. Licensee **agrees to pay** the Town of Wellton reasonable **attorney's fees** when the services of an attorney are used in order to collect for rental, service charges or damages, or to enforce any provision of this Agreement or any rule or regulation of the facilities.
12. Licensee shall not permit the premises to be used for lodging rooms, or any illegal or immoral purpose.
13. Licensee **shall not assign this Agreement**, nor suffer any use of said premises, other than herein specified, not sublet the same premises, or any part thereof, without the written consent of the Licensor.
14. That the Licensee agrees to indemnify, defend, and hold harmless the Town of Wellton and its officials, officers, and employees from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees and costs) arising out of the use of Town property in connection with the Licensee's event, including (without limitation) claims involving bodily injury of any person (including death) or property damage.

Any act or omission, including theft, by Licensee or any of its officers, agents, employees, guests, patrons or invites which causes any damages, **Licensee shall pay for all such damages to the property of the Town** of Wellton.

Licensee **agrees to provide Public Liability Insurance** insuring both Licensees and the Town of Wellton with combined policy limits of five hundred thousand / one million dollars **(\$500,000 / \$1,000,000)** per use. It is expressly provided that it is a condition precedent to the licensing of the above described

facility and premises that the Licensee must show proof of a "Hold Harmless" policy. Said policy of insurance shall be in such form and for such amounts and with a company as meets with the approval of the Town Manager. The Town Manager has the authority to require additional insurance or higher limits when it is in the best interests of the Town of Wellton.

15. The Town of Wellton shall not be responsible for any damage or injury that may happen to the Licensee, or the Licensee's agents, servants, employees or property from any cause whatsoever, prior, during or subsequent to the period covered by this Agreement, and Licensee hereby expressly releases said Town of Wellton from and agrees to indemnify it against any and all claims for such, damages and injury.
16. That any matters not herein expressly provided for shall be in the discretion of the Town Manager of his designated authority.
17. All terms and conditions of this written Agreement shall be binding upon the parties, their heirs and assigns and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties thereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this Agreement.

In witness whereof, the Licensor, the Town of Wellton, Arizona, has caused these presents to be signed by the duly authorized representatives has signed the same day and year first above written.

TOWN OF WELLTON

\_\_\_\_\_  
Printed Name of Licensee

X: \_\_\_\_\_

X: \_\_\_\_\_  
Richard Marsh, Town Manager



# Wellton Police Department

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28618 Oakland Avenue • P.O. Box 67 • Wellton, Arizona 85356  
Emergency: (928) 785-4700 • Administration: (928) 785-4887 • Fax: (928) 785-4065

Dear Facility User,

The use of alcohol in the Facility is exclusively by written permission in advance and must comply with applicable state laws and provisions within the Facility Use Agreement. Failure to comply with any regulations will result in the immediate revocation of the permission to use alcohol and termination of the event. The following regulations and specifications are required:

- Alcohol may not be served or consumed in the parking lot or on the streets.
- Alcohol shall not be served to minors. The user's failure to comply, monitor and enforce this provision is grounds for terminating the activity immediately and forfeiture of the refundable deposits.
- If alcoholic beverages are being sold, (or tickets for alcohol) at your event, you must obtain a valid license from the Arizona Department of Liquor.
- Security or off-duty police officer(s) is required to be present at all events at which alcohol is served. The cost of security is the responsibility of the user. At least one (1) security guard/off-duty police officer for every fifty (50) people attending the event.
- The facility user is solely responsible for supervising all individuals at the event and adjoining property during the event. The Wellton Police Department is not responsible for providing this supervision. However, the police department may evict individuals from the FACILITY during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.
- If an event is booked as a non-alcohol event and improperly serves alcohol, the rental will be terminated, and all damage deposits will be surrendered.
- Law Enforcement has the right to enter the event at any time to ensure all rules and regulations are being followed.

If you have any questions regarding the use of alcohol in our facilities, please contact Town Hall. Enjoy and have a safe event.

Thank you,

A handwritten signature in black ink, appearing to read "David Rodriguez".

David Rodriguez  
Chief of Police

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Renters Signature:

Date



# Town of Wellton

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## Community Center, Parks & Other Facilities Rules

### Facility Use Request Procedure:

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#### 1. Special Events – One Time Only

- Submit a Facility Use Application to the Wellton Town Hall not more than six (6) months in advance of intended use. Application will be reviewed and approved or denied by the Department Heads. A deposit is required for each day of the event at the time of application.
- The Applicant will be responsible for picking up their own deposit one (1) week after the date of the event.
- Parties must comply with all State, County and Town ordinances. Failure to do so may result in denial of future Facility Use Applications for Town facilities.

#### 2. Extended Use (Non-Profit Organizations)

- Submit a Facility Use Application. Application will be reviewed and approved or denied by the Department Heads.
- Extended Use Agreements will expire on June 30 and December 31 (every six (6) months). Update and renewal of Agreement will be necessary at that time.
- If your non-profit organization hosts an event / fundraiser *in addition to the requested Extended Use time*, you will be required to submit a Facility Use Application for the Special Event with a \$100.00 maintenance fee.
- Extended Use applications are restricted to Monday – Thursday use only.

### Park Rules

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1. The Applicant **agrees to pay the** Town (for each facility rented / per day):
  - a. Ramadas: \$15.00 per hour (2-hour minimum) rental fee and \$50.00 refundable cash deposit.
  - b. Basketball Court: \$150.00 rental fee and \$100.00 refundable cash deposit.
  - c. West Side Park: \$50.00 per hour (2-hour minimum) rental fee and \$100.00 refundable cash deposit.

The refundable deposit for each day, can be picked up by the applicant one (1) week after the date of the event. The deposit will be refunded if the area is found to be clean, if no physical damage occurs and all other Agreements are satisfied. (Amended 07/01/2018)

2. Normal closing time is 10:00PM. Town Manager approval is required for additional hours. 12:00AM (Midnight) is the maximum time limit.
3. Vehicles are **not** allowed on the grass areas of the park without prior approval. Your deposit will be forfeited.

### Community Center Rules

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1. The Applicant agrees to pay the Town (for each facility rented / per day):
  - a. Community Center: \$350.00 rental fee and \$150.00 refundable cash deposit.
  - b. Community Center with Basketball Court: \$425.00 rental fee and \$250.00 refundable cash deposit.

The refundable deposit for each day, can be picked up by the applicant one (1) week after the date of the event. The deposit will be refunded if the area is found to be clean, if no physical damage occurs and all other Agreements are satisfied. (Amended 07/01/2018)
2. The following are to be cleaned at the end of each event:
  - a. The floor of each room used will be swept.
  - b. All spills will be cleaned up.
  - c. Bathrooms will be cleaned.
  - d. The kitchen area will be cleaned (counter tops, stove, refrigerator, etc.).
  - e. Any marks on walls will be cleaned.
  - f. Any decorations, tape and tape residue will be cleaned up and removed.
  - g. ALL debris and trash will be picked up in the parking lot and all surrounding areas of the Community Center.
  - h. Tables and chairs are to be wiped down.

*\* Facility will be cleaned immediately after use, but no later than 6:00AM the following day. Cleaning supplies are available for your use in the Janitor's Closet. Each of the above items will be checked before the deposit will be returned. If there is a deficiency – your deposit will be forfeited.*

3. All events will cease at the following times \*:
  - a. Monday - Thursday                      10:00PM
  - b. Friday                                        11:00PM
  - c. Saturday                                    12:00AM
  - d. Sunday                                        11:00PM

\* Unless written approval has been provided by the Town Manager.

### Coyote Wash Rules

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1. The Applicant agrees to pay the Town (for each facility rented / per day):
  - a. Clubhouse (All): \$500.00 rental fee and \$250.00 refundable cash deposit.
  - b. Den: \$300.00 rental fee and \$150.00 refundable cash deposit.
  - c. Banquet Room: \$250.00 rental fee and \$125.00 refundable cash deposit.
  - d. South Patio: \$100.00 rental fee and \$50.00 refundable cash deposit.
  - e. West Patio: \$100.00 rental fee and \$50.00 refundable cash deposit.
  - f. **NOTE:** The Pro Shop is not available for rental.

The refundable deposit for each day, can be picked up by the applicant one (1) week after the date of the event. The deposit will be refunded if the area is found to be clean, if no physical damage occurs and all other Agreements are satisfied. (Amended 07/01/2019)

2. The following are to be cleaned at the end of each event:
  - a. The floor of each room used will be swept.
  - b. All spills will be cleaned up.
  - c. Bathrooms will be cleaned.
  - d. Any marks on walls will be cleaned.
  - e. Any decorations, tape and tape residue will be cleaned up and removed.
  - f. ALL debris and trash will be picked up in the parking lot and all surrounding areas of the Community Center.
  - g. Tables and chairs are to be wiped down.

*\* Facility will be cleaned immediately after use, but no later than 6:00AM the following day. Cleaning supplies are available for your use in the Janitor's Closet. Each of the above items will be checked before the deposit will be returned. If there is a deficiency – your deposit will be forfeited.*

3. All events will cease at the following times \*:
  - a. Monday - Thursday 10:00PM
  - b. Friday 11:00PM
  - c. Saturday 12:00AM
  - d. Sunday 11:00PM

\* Unless written approval has been provided by the Town Manager.

## Golf Course & Pool Rules

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1. For Golf Course & Pool rules, refer to separate Recreational Manual.

## General Rules for All Facilities

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1. Alcohol, Security & Insurance

- Any event serving alcohol will be required to provide Public Liability Insurance in the amount of \$500,000 / \$1,000,000 Single Limit Coverage per use. Contact your insurance company.

If any event involves alcoholic beverages, a licensed, bonded and properly insured security officer must be provided for every fifty (50) people in attendance. There are to be a maximum of four (4) security officers for any one (1) event. All alcohol will be confined to the immediate area of the event. It is recommended that admission to all private events be "by invitation only", so as to insure reasonable attendance control. **Any event with an Open Invitation will provide a minimum of four (4) security officers.**

The name(s) of the officer(s) providing security must be submitted to the Wellton Police Department as soon as possible, but no later than five (5) working days prior to the event.

The service of alcoholic beverages will cease thirty (30) minutes prior to the end of the event.

***The service of ALL alcoholic beverages will cease at 11:30pm.***

- If alcohol is not served, one (1) licensed, bonded and properly insured security officer for every one hundred fifty (150) people in attendance. There are to be a maximum of four (4) security officers for any one (1) event.
- If music is provided at Butterfield Park, all speakers must be faced to the North (towards the Golf Course).
- Any violations of the Security Clause, acts of violence, fights, etc. may cause the deposit to be forfeited and / or the event to be terminated. Repeated trips by the Wellton Police Department to remind the event to turn the volume of the music down will result in the forfeiture of the deposit.
- All arrangements are to be finalized within five (5) working days of the scheduled event.
- The Town of Wellton is not responsible for procuring security for any event. Several are listed below.
- Town of Wellton Facilities will not be leased to a minor. (Amended 12/17/1991)
- Security Personnel are defined as individuals in the employ of a Security Agency or Law Enforcement Agency approved by the Town Manager. Approved Security Agencies are:

**Mitchell's Merchant Patrol**

3833 E 24th Place  
Yuma, Arizona  
(928) 782-2376

- ***Under no circumstances will there be any alcohol served or consumed at a Town facility or property without the proper insurance and security.*** If your approved event is found to be serving or consuming alcohol without the proper insurance and security, the event will be terminated immediately, you will be asked to leave and your deposit will be forfeited.

2. Security & Attendance Control

- ***If alcohol is not served***, one (1) licensed, bonded and properly insured security officer for every one hundred fifty (150) people in attendance. There are to be a maximum of four (4) security officers for any one (1) event.
- ***If any event involves alcoholic beverages***, a licensed, bonded and properly insured security officer must be provided for every fifty (50) people in attendance. There are to be a maximum of four (4) security officers for any one (1) event.
- It is recommended that admission to all private events be "by invitation only", so as to insure reasonable attendance control.
- ***Any event with an Open Invitation will provide a minimum of four (4) security officers.***

- Any violations of the Security Clause, acts of violence, fights, etc. may cause the deposit to be forfeited and / or the event to be terminated.

### 3. Music

- If music is provided at Butterfield Park, all speakers must be faced to the North (towards the Golf Course).
- Repeated trips by the Wellton Police Department to remind the event to turn the volume of the music down will result in the forfeiture of the deposit.
- All arrangements are to be finalized within five (5) working days of the scheduled event.
- Town of Wellton Facilities will not be leased to a minor. (Amended 12/17/1991)