MEMORANDUM OF UNDERSTANDING

The above name requestor understands that the Klagetoh Chapter shall be held harmless in the event there is any type of loss or injury incurred at the proposed event, when/if the event is approved by Klagetoh Chapter and its agents. Furthermore, the requestor fully understands the following terms:

1. Payment of fees for use of the facility and properties shall be paid in full to Klagetoh Chapter;
2. All documents shall be submitted and signed before Klagetoh Chapter staff shall open the facility;
3. Events such as funeral receptions, funeral donation meetings, declaration of emergencies and/or special meetings shall take precedence over all non-chapter related activities;
4. The requestor must obtain and show proof of a “Certificate of Short-Term Liability Insurance”;
5. Event flyers shall state “Not responsible for theft, personal injury, or damage to property” and “This is a drug-free event” in print;
6. All evening events shall end before 11:00 pm and all individuals shall exit the premises before 12:00 am, otherwise, the Klagetoh Chapter has the right to charge the lessee an additional $50 per hour to cover the cost of utilities;
7. The Klagetoh Chapter’s presiding officer and/or CSC reserves the right to deny any access of the facility after a conference has been held with the requestor and a justifiable reason has been provided.
8. Any non-compliance (including property damage) as stated in this lease agreement shall be penalized by not utilizing the facility for 3-6 months (depending on the severity). If property damage occurs, the sponsor shall submit a detailed incident report to the chapter administration and the settlement will be based upon the Navajo Nation’s Five Management System standard manual under the section Property Policies and Procedures.
9. Not to exceed a maximum of 200 occupants.

TO BE COMPLETED BY KLAGETOH CHAPTER ADMINISTRATION ONLY

Supporting Documents Attached:
- Review of Policy/Procedures
- Facility Request Form
- Facility Use Lease Agreement
- Insurance Forms

Payment:  
- Money Order #________________________________________________________  
- Cash  
- N/A

Amount:__________  
Date:__________  
Chapter Receipt No:__________

Received By:_________________________  
Date:__________________  
Time:__________________

Chapter Admin Approval Signature:_________________________  
Date:__________________
INCIDENT REPORT

Did the lessee hire a security guard or safety officer to be present at the event? ______________________________

Security Guard/Safety Officer’s Name: ______________________________

Comments:
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

Incident Reviewed By: ______________________________

Actions Taken on Incident Report:
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

KLAGETOH CHAPTER FACILITY USAGE LEASE AGREEMENT

This facility use agreement made this ______ day of ____________ 20____ by and between KLAGETOH
CHAPTER (a local government entity of the Navajo Nation) herein referred to as the “Lesser”, and
____________________________________________, as the “Lessee”, pertaining to the temporary use of the
KLAGETOH CHAPTER BUILDING on ______ day of ____________ 20____ beginning at ______ am/pm
and ending at ______ am/pm.

TERMS OF AGREEMENT

This use of agreement shall begin and end on the day and time requested ONLY, as stated in the facility
usage request form. All evening activities must end no later than 11:00 pm and sponsors must leave the
premises by 12:00 am, otherwise, the Klagetoh Chapter will charge the lessee an additional $50 per hour
for the cost of utilities.

The LESSEE shall:

1. Inspect the premises before usage and ensure they are in as good of a condition as when leased.
2. Select and assign a “safety officer” to conduct spot checks during the event and assign “security”
to perform parking lot duties.
3. Provide a “cleanup crew” and thoroughly clean all areas utilized. This includes DISCARDING ALL
TRASH accrued and in your OWN trash bags. You must pay to dump your trash at the chapter.
4. Keep an access driveway for other vehicles and pedestrians.
5. Keep all children under adult supervision and in control at all times.
6. Keep all children out of the kitchen and off of the platform.
7. Keep event participants within the Klagetoh Chapter Building/Boundaries.
8. Ensure that all food service helpers have a valid copy of their food handler’s permit posted on the wall.
9. Forbid possession or use of drugs and/or alcohol on Klagetoh Chapter grounds. Note: the sponsor(s) has the right to call for law enforcement if this condition is violated.
10. Provide a list of volunteers and/or helpers.
11. Be responsible for any and all damages or losses incurred during use of the chapter facility and must submit a written incident report to the chapter administration. Incident reports will be thoroughly reviewed and investigated by the chapter administration.
12. Pay all relative fees before use of the chapter facility. Please make money orders payable to: Klagetoh Chapter.
13. Hold the Navajo Nation and Klagetoh Chapter and its representatives harmless from damages or losses incurred during use of the chapter facility.
14. Use the kitchen area for food preparation and not as an eating place.
15. Not allow the use of the telephone, watering point, trash dump, or any other incidentals.
16. Ensure that the chapter facility doors and front gate are locked and secured properly before the final departure.

The OWNER shall:

1. Open the chapter facility prior to the scheduled event, assuming all related fees are paid.
2. Inspect the premises before and after usage and initial off on the inspection form.
3. Review written reports on damages and losses before making final decisions regarding penalties against the lessee.
4. Provide a receipt to the lessee after payment for the facility usage has been made.
5. Obtain copies of valid food handler’s permits.
6. Not be liable for injury, damages, or losses of any type incurred during the use of the chapter facility.

Having reviewed the terms contained within this agreement, the aforementioned parties enter into the agreement on the set terms without prejudice. Any agreement is herein entered between the Lessor (Klagetoh Chapter) and the Lessee.

CONCURRENCE:

Lessee Signature and Date

Chapter Administration Signature and Date
# Klagetoh Chapter Building Inspection Form

## Concession

<table>
<thead>
<tr>
<th>Name of Helper</th>
<th>Permit Number</th>
<th>Expiration Date</th>
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<tbody>
<tr>
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</tbody>
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## Inspection Check Off List

<table>
<thead>
<tr>
<th>Inspection Items/Areas</th>
<th>Prior Condition</th>
<th>After Condition</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Light Fixtures</td>
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<tr>
<td>Northeast Front Door</td>
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<tr>
<td>Southeast Front Door</td>
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<tr>
<td>Northwest Back Door</td>
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<tr>
<td>Southwest Bank Door</td>
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<tr>
<td>Main Office Door/Window</td>
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<td>CHR Door</td>
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<tr>
<td>Janitor Closet Door</td>
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<td>Kitchen Door</td>
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<tr>
<td>Pantry Door</td>
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<tr>
<td>Office Windows/Grates</td>
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<tr>
<td>Kitchen Cabinets</td>
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<tr>
<td>Kitchen Range/Hood</td>
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<tr>
<td>Kitchen Sinks/Refrigerator</td>
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<tr>
<td>Kitchen Soap Dispenser</td>
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<tr>
<td>Kitchen Towel Dispenser</td>
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<tr>
<td>Kitchen Island/Counters</td>
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<tr>
<td>Bathroom Sinks</td>
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<tr>
<td>Bathroom Showers</td>
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<tr>
<td>Bathroom Toilets/Stalls</td>
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<tr>
<td>Bathroom Soap Dispenser</td>
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<tr>
<td>Bathroom Towel Dispenser</td>
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<tr>
<td>Platform Area</td>
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<tr>
<td>Fireplace</td>
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<tr>
<td>Interior Walls</td>
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<td>Exterior Walls</td>
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<td>Chapter Grounds</td>
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<tr>
<td>Other Buildings</td>
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</tbody>
</table>

**Conditions:** Good – Fair – Poor

Additional Comments: ____________________________________________________________

___________________________________________________________

Chapter Administration Signature and Date __________________________ Lessee’s Signature and Date __________________________
WAIVER OF LIABILITY

-This agreement releases the Klagetoh Chapter and staff/officials from all liability relating to injuries that may occur during the _______________________ at the Klagetoh Chapter.

-By signing this agreement, I agree to hold Klagetoh Chapter and staff entirely free from any liability, including financial responsibility for injuries incurred, regardless of whether injuries are caused by negligence.

-I also acknowledge the risks involved in _______________________. These include but are not limited to any participant falling/ getting hurt, and/or any other injuries to parties attending the event at their own will. I swear that I am participating voluntarily, and that all risks have been made clear to me.

-Additionally, I do not have any conditions that will increase my likelihood of experiencing injuries while engaging in this activity.

-By signing below, I forfeit all right to bring a suit against Klagetoh Chapter and staff/officials for any reason. I will also make every effort to obey all safety precautions as listed in writing, I will remain on site of event, and I will ask for clarifications when needed.

I, ____________________________, fully understand and agree to the above terms.

_________________________                           _______________________________
Event Holder/ Participant                      Signature                      Date
( Print Name Clearly )

_________________________                ______________
Chapter Official Approval of Chapter                  Usage Liability Waiver

Date
ATTENTION

KITCHEN COOKS AND HELPERS

Absolutely **NO** frybread making on the stove!

This is due to the stove NOT being properly cleaned after usage.

AGAIN, no frybread making in the kitchen. Please utilize an **outdoor** burner.

Thank you,

Chapter Administration