

# Klagetoh Chapter

Requestor's Name: \_\_\_\_\_ Usage Date: \_\_\_\_\_

Usage Time: Morning: \_\_\_\_\_ (Record Time) Afternoon: \_\_\_\_\_ (Record Time) Evening: \_\_\_\_\_ (Record Time)

Chapter Review of Proposed Date:  Available  Not Available

Purpose of Event: \_\_\_\_\_

Is this a Non-Profit Organization?  Yes  No Contact No.: \_\_\_\_\_

If YES, provide EIN: \_\_\_\_\_

## 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:

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Incident Reviewed By: \_\_\_\_\_

Actions Taken on Incident Report:

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### 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 (Klagnetoh Chapter) and the Lessee.

**CONCURRENCE:**

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Lessee Signature and Date

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Chapter Administration Signature and Date

## KLAGETOH CHAPTER BUILDING INSPECTION FORM

### CONCESSION

Name of Helper	Permit Number	Expiration Date

### INSPECTION CHECK OFF LIST

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

Additional Comments: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Chapter Administration Signature and Date

\_\_\_\_\_  
 Lessee's Signature and Date

# KLAGETOH CHAPTER

PHONE: 928.652.2700 FAX: 928.652.2701 EMAIL: klagetoh@navajochapters.org

MAILING: Unit 42 HC58 Box 90 PHYSICAL: US HWY 191 Mile Post 397  
Ganado, AZ 86505 Klagetoh, AZ 86505



PRESIDENT: LELAND NEZ VICE PRESIDENT: LEON JACKSON SECRETARY/TREASURER: MAUREEN WOODMAN GRAZING OFFICER: ALLAN TAPAHA  
COUNCIL DELEGATE: LOMARDO ASERET COMMUNITY SERVICE COORDINATOR: CLARENCE CHEE ACCOUNTS MAINTENANCE SPECIALIST: LELA SANGSTER

## 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.

*Indicate activity*

-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

*Type of activity*

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*  
*( Print Name Clearly )*

\_\_\_\_\_  
*Signature*

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

\_\_\_\_\_  
*Chapter Official Approval of Chapter*  
*Usage Liability Waiver*

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

## Klagetoh Chapter

# 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*