## FACILITY USE AGREEMENT

This Agreement, entered between Central Wyoming Senior Services, Inc., located at 1831 E. 4<sup>th</sup> Street, Casper, Wyoming, 82601 hereinafter referred to as "CWSS" and the City of Mills, Wyoming, hereinafter referred to "City", with facilities at

Whereas, for and in consideration of the mutual performance of the terms and conditions hereof, the parties do hereby agree as follows:

- 1. From September 14<sup>th</sup>, 2021 through March 30, 2022, CWSS will be allowed to use the \_\_\_\_\_\_as a meal site for the nutritional portion of the project of CWSS. This agreement will auto renew for a two year term unless Central Wyoming Senior Center Services or the City of Mills cancels.
- 2. The site will be available from the hours of 9:00am to 4:00pm, Monday through Friday of each week. Recognizing the valuable service provided by CWSS to the City of Mills community and its residents, the City agrees to deviate from its standard rental fees.
- 3. CWSS shall be responsible for insurance liability and fire with respect to their CWSS's property and contents as a result of their activities and agree to indemnify and hold the City harmless from any all and all claims as a result of the activities of CWSS.
- 4. CWSS will be responsible to ensure that the facility is locked and secure prior to leaving each time. i.e.: windows closed and locked, doors closed and locked.
- 5. CWSS will be responsible for all sanitation and compliance with state requirements subject to inspection without notice. CWSS will also be responsible to check and clean if required the bathrooms each day prior to leaving the facility.
- 6. CWSS agrees to be responsible for setting up and cleaning of the facility after each use. CWSS will furnish their own tables, chairs, and coffee pots. CWSS will be responsible to provide all cleaning chemicals, brooms, mops, bowl cleaners, etc. CWSS also agrees to be responsible for a deep cleaning of the facility each quarter in order to ensure the cleanliness of the facility. The City Janitor will deep clean once a month.
- 7. CWSS accepts responsibility of replacing at their cost any breakage or destruction caused by their activities, including but not limited to, physical facility and/or personal property of the City.
- 8. The City will provide maintenance of the building ensuring the appliances, restrooms, HVAC, etc.. are in working order.
- 9. The City will pay for the utilities for the building.

10. This agreement can be terminated by the parties by mutual negotiation, either party giving the other party 30 days written notice.

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DATED the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2021.

CITY OF MILLS

Seth Coleman, Mayor

ATTEST:

Christine Trumbull, City Clerk

CENTRAL WYOMING SENIOR SERVICES, INC.

Rita R. Wagner, Executive Director