



**KAYENTA TOWNSHIP  
FACILITIES RENTAL FORM**

Facility:     Rodeo Ground     Township Town Hall     Recreation Park     Vendor Village

EVENT DATE: \_\_\_\_\_ TO \_\_\_\_\_    EVENT TIMES: \_\_\_\_\_ TO \_\_\_\_\_

SPECIFIC PURPOSE/ACTIVITY (Description of Use) \_\_\_\_\_

Estimated number of people in attendance: \_\_\_\_\_

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**APPLICANT / ORGANIZATION INFORMATION**

APPLICANT/ORGANIZATION: \_\_\_\_\_

APPLICANT ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

APPLICANT PHONE NUMBER \_\_\_\_\_ EMAIL: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ CONTACT PHONE NO: \_\_\_\_\_

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**CONDITIONS OF USE**

- **INSURANCE** – In order to rent the KTC Facilities, the Kayenta Township requires a minimum of \$1,000,000 of insurance and the Kayenta Township Commission **MUST** be assigned as an Additional Insured on the Certificate of Insurance. A copy of the Certificate of Insurance must be received by the Kayenta Township Finance Department a minimum of two weeks prior to the event (i.e [www.theeventhelper.com](http://www.theeventhelper.com) )
- **SETUP** - Setup is allowed after 12 PM the day before the event. An additional day will be charged if setup is prior to 12 PM.
- **CANCELLATION OR RESCHEDULING** – If an event is cancelled or needs rescheduling, it shall be made in writing and must be submitted to the Finance Office three days prior to the scheduled event for a full refund. Cancellation or rescheduling of the event, for any reason, less than three days prior to the event shall be charged 25% of the total rental fee of the contract.
- **CLEAN-UP** - Use of the facilities includes responsibility for complete cleanup and removal of all trash and unused items. Cleanup of all livestock removed by 12 PM the day after the event. An additional day will be charged if not completed by 12 PM. **NOTE:** The Kayenta Township Public Works Department will perform a final inspection of the KTC Facilities prior to close of the event and a report will be submitted to the Kayenta Township Finance Department outlining the findings of that inspection.
- **TOILET FACILITIES** - Until such time as permanent restrooms can be provided, you will be responsible for the delivery and removal of an adequate number of portable restrooms to accommodate the estimated number of people using the facility.
- **UTILITY USAGE (Rodeo Ground)** - If the grounds are used for evening events, Kayenta Township will charge of \$50.00 per night for the use of the Arena Lighting.



- **ARENA (Rodeo Arena)** - A complimentary arena grooming will be conducted prior to the event. Thereafter, all tractor work within arena will be accomplished by the event sponsor. Refer to the Fee Schedule for additional area grooming fees.
- **KEY DEPOSIT (Rodeo Ground)** - A key to facilities may be collected from Kayenta Township Finance Department. The key must be returned within 24 hours of the final day of the event. Failure to do so will result in forfeiture of your \$50.00 key deposit.
- **KEYS** - Keys to the facility may be picked up 1 business day prior to the event from the Kayenta Township Finance Department during normal business working hours. Keys must be returned back to the Kayenta Township Finance Department one (1) business day after the event. Lost, stolen, damaged keys as well as damages to padlocks, key entry ways, or chains will result in forfeiture of the key deposit.
- **GROUND FIRES** - At NO TIME will ground fires be permitted at any KTC Facility. (Exception propane grills, and charcoal at Recreation Park-Ramada)
- **HOLDING PENS (Rodeo Ground)** – All holding pens must be cleaned and put back in original condition after usage.
- **ADDITIONAL TIME** - If additional time is needed due to the size or complexity of the event. We ask that arrangements be made prior to the time of signing the contract and payment.
- **RULES** - Applicant agrees to comply with all rules stipulated in the “Rules for Contract use for Kayenta Township Facilities” on the back of this application.

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## RULES FOR CONTRACT USE OF KTC FACILITIES

### IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED THE PARTIES AGREE AS FOLLOWS:

1. **USE:** The Township leases to Lessee the use of the Kayenta Rodeo Grounds (“Premises”), and those certain facilities, including the grandstands, roping shoots, stock pens, buildings, restrooms and parking lots (“Facilities”), located on or near such Premises. The use of the Premises and Facilities shall be on the date, at the times, and solely for the activities and purposes approved herein and for no other use or purpose whatsoever. Any violations of the terms and conditions of this Agreement by Lessees shall result in automatic termination of this Agreement without further notice to Lessees.
2. **TERM:** This Agreement shall automatically terminate on the ending date specified above. Lessee shall vacate the Premises and Facilities upon the expiration date of this Agreement, or pay additional rent of one and half times the daily rental rate. Lessee shall return all keys to the Facilities within **24 hours** following the expiration of the term of this Agreement or be charged additional \$50.00 per day for each day the keys are not returned.
3. **FEE:** The rental fee must be paid in full prior to taking possessions of the Facilities. Rental fee are charged based on specific uses by commercial users, non-profit groups or individual users. Utilities are included with the rental fee.
4. **DEPOSIT:** If a deposit is required, it will be refunded within thirty-six hours (36) after the Premises and Facilities have been faceted and cleaned. The Township reserves the right to keep any and all of the deposit to cover the cost of any cleaning, repairs, replacement, trash removal or



other expense incurred by Kayenta Township as a result of Lessee's failure to perform strictly under the terms of this Agreement and to leave the Premises and Facilities in the conditions in which it was found by Lessee. The deposit fee is fully refundable provided the Premises and Facilities are clean, all garbage is hauled off the Premises and all damages are paid for.

5. **CLEANING OF PREMISES:** The Premises and Facilities shall be cleaned by NOON the next day after each event and fully within twelve (12) hours after the last event. In the event of unsatisfactory conditions, the Township reserves the right, but not the responsibility, of conducting the necessary clean up, and all reasonable charges for such clean up shall be deducted from the Lessee's deposit, and any excess charges shall be billed to Lessee. Any property left behind and unclaimed after twenty-four (24) by Lessee shall be disposed of in any manner by the Township in its discretion.
6. **COMPLIANCE:** Lessee agrees that any assembling of structure(s), construction, moving of equipment, vehicles, or the performance of any work shall be accomplished in a manner approved in advance by the Township.
7. **OBSERVANCE OF LAWS AND STANDARD OF CARE:** Lessee shall comply with all Navajo Nation, Kayenta Township and applicable state laws, ordinances and regulations and shall observe a standard of care which avoids any injury to or inconvenience of the public on or near the Premises or Facilities. Lessee agrees that noise levels will not interfere with the peace and quiet enjoyment of the surrounding neighborhood during event hours.
8. **FOOD:** Lessee is required to obtain a valid food handler's permit, sanitation permits and a temporary food permit if food will be sold on the Premises. The permit must cover all employees who will be handling or assisting with food preparations. <https://www.ndoh.navajonnsn.gov/Department/Division-of-Public-Health-Service/Office-of-Environmental-Health-Protection>
9. **SECURITY:** Lessee must provide adequate security coverage for all events. Such security personnel shall not carry firearms unless Lessee is adequately bonded for such purpose.
10. **NO ILLEGAL DRUGS OR ALCHOLIC BEVERAGES OR FIREARMS:** No illegal drugs or alcoholic beverages of any kind or nature shall be possessed, used or consumed on the Premises or within the Facilities. No person except law enforcement officers or authorized security officers shall discharge or shoot any firearms or explosives from or on the Premises. Slingshots, BB guns, air guns and bow and arrows are prohibited on the Premises and within the Facilities. Fireworks are prohibited on the Premises, except for public displays authorized by the Township. Violations of the Section will result in the immediate removal of an individual from the Premises. Violation of this Section by Lessee will result in the immediate termination of this Agreement without further notice.
11. **DAMAGE:** Lessee is responsible for any displaced, damaged or altered facilities, equipment, fixtures or property located on the Premises and Facilities. Lessee shall promptly replace, return, repair, and restore any such property to a condition satisfactory to the Township. Lessee has the duty to immediately notify the Township of any damage, alteration, modification, malfunction, loss or theft regarding any facilities, equipment, fixtures or property on/from the Premises and Facilities. Lessee agrees not to modify, alter, damage or remove any facilities, equipment, fixtures or property on/from the Premises or Facilities. The Lessee agrees to pay for the repair and/or replacement cost of any such damaged facilities, equipment, fixtures or property upon demand by the Township.



**12. INDEMNIFICATION:** Lessee, for himself/herself and for any agency or other entity which he/she represents, agrees to indemnify and hold the Township, and its commissioners, officers, agents and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgements, fees and cost of whatever kind of character, arising from, by reason of, or in connection with the use of the Premises and Facilities described herein. It is the intention of the parties that the Township, and its commissioners, officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the Lessee and those it brings onto the Premises and Facilities due to accidents, mishaps, misconduct, negligence or injuries, either in person or property. Lessee expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the Premises and Facilities pursuant to this Agreement, and agrees to pay the Township for all damages caused by the Premises and Facilities resulting from Lessee's use or activities hereunder.

**13. EXPENSES:** Any cost, expense or liability connected with or in any matter incident to the granting of the permit shall be borne by Lessee and any entity that he/she represents. Lessee agrees to pay all cost arising out of the Breach thereof, including a reasonable attorney's fee, which may be incurred in the collection of any sums due.

**14. ENTIRE, AGREEMENT: MODIFICATION, SOVERIGN IMMUNITY:** This agreement constitutes the entire agreement, contract, and understanding of the parties and any and all prior negotiations, agreements, contracts, covenants, promises, representations, understandings, or warranties, whether oral or written, express or implied, are hereby terminated and cancelled in their entirety and are of no further force or effect. No amendment or modification of this agreement shall be valid unless in writing and signed by both parties. Nothing in this Agreement is intended to constitute nor shall be construed as a waiver, express or implied, of the sovereign immunity the Kayenta Township, Kayenta Township Commission of the Navajo Nation.

\_\_\_\_\_  
**Signature (Authorized Signer/Event Sponsor)**

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

\_\_\_\_\_  
**Signature (Accounting Manager)**

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



**KAYENTA TOWNSHIP COMMISSION  
FACILITY USE FEES**

**A) FACILITY FEES:**

- USE OF THE RODEO GROUNDS: \$100.00/day**  
Covers use of grounds, arena, pens, and rodeo announcer booth: includes one load of water and one drag prior to event. **INCLUDES:** Water and Electric for event usage.
- USE OF TOWN HALL: \$35.00/Half Day- \$70.00/Full Day**  
Covers use of Town Hall and restrooms. Does not include equipment, projector, and sound system.
- USE OF RECREATION PARK: FREE**  
Covers use of recreation park, playground equipment, outdoor cooking grills, and outdoor tables. **NOTE:** Open to all community members.
- USE OF VENDOR VILLAGE: \$50.00/day**  
Covers use of fenced area of Vendor Village that includes shading structure, bleacher, and parking area (i.e. Trade show, car show, etc. ).

**B) ADDITIONAL CHARGES (If requested):**

- WATER \$75.00 per load (For Arena use Only)**  
Kayenta Township will provide water truck and driver.
- TRASH BIN FOR EVENTS \$20.00/Per 96-gallon bin**  
Trash bins for Rodeo events need more than (3) bins.
- RODEO ARENA LIGHTS \$50.00/day**  
For night performance(s) only.
- SECURITY DEPOSIT \$100.00/event**  
The Kayenta Township will perform a Pre-Inspection at prior of event and a Final inspection of the Rodeo Grounds after the close of the event and will determine any damages or repairs that will need to be completed prior to refunding of any portion of the Security Deposit.
- KEY DEPOSIT \$50.00/event**  
Key must be returned within 24 hours of the final day of the event. Failure to do so will result in forfeiture of the \$50.00 key deposit.

**CANCELLATION OF EVENT: (Prior to event) – BY AUTHORIZED SIGNER ONLY**

- 1. Payment in full for the event is due at time of confirmation of contracted dates for the event.**
- 2. Contract may be cancelled, in writing, within three (3) working days, with no penalty.**
- 3. Cancellation of this contract after three (3) days, for any reason, will be charged 15% of the rental charge.**



**FACILITY USE CHECKLIST**

**OFFICE USE ONLY:**

<b>Yes</b>	<b>No</b>	<b>Items Required for Approval</b>
		Completed application
		Fees paid <b>Receipt#</b>
		Liability Insurance – To include Kayenta Township in insurance coverage
		Refundable Security Deposit for cleanup and damages
		Refundable Security Deposit for Key, Locks, and Chain

**Additional comments or special requirements for the event:**

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**Checklist: Facility Walk Thru**

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**Facility Rental Contract Approval (all required documents received)**

\_\_\_\_\_ **Accounting Manager Signature**

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