

**ANNEX C
REQUEST FOR USE**

Dear Board Members,

1. Request use of the following armory: _____.

2. General Information.

a. Dates Desired: (Dates) _____; (Times) _____.

b. Name: _____.

c. Address: _____.

d. Telephone Number: (____) _____.

e. Sponsored by: _____.

f. Nature of Sponsor (Non-profit, profit corp., family group, friends, etc.)
_____.

g. Type of activity: _____.

h. **Hazardous materials involved?** _____ (Yes); _____ (No).

i. Activity for profit? _____ (Yes); _____ (No).

j. Minors Involved? _____ (Yes); _____ (No).

k. Estimated Number Of Participants: _____.

3. Competition.

- Proof of no competition or proof of inability to pay? _____ (Yes); _____ (No).

4. Insurance.

a. Insurance for at least \$500,000.00 that names the State of Wyoming as an additional insured? _____ (Yes); _____ (No).

b. Request waiver for insurance? ____ (Yes); ____ (No).

5. Deposit.

a. Will provide a deposit in the amount of \$150? ____ (Yes); ____ (No).

b. Request waiver for deposit? ____ (Yes); ____ (No).

6. Agreement & Hold Harmless.

- Willing to sign the Use Agreement (Annex D): ____ (Yes); ____ (No);
- If a physical activity is involved, willing to ensure that all participants sign the Sign In Sheet (Annex E) ____ (Yes); ____ (No);
- If physical activity with minors involved, Minor Hold Harmless (Annex F) signed by all parents? ____ (Yes); ____ (No).

Signature

Date

ARMORY BOARD'S USE ONLY:

- Proof Of Insurance: ____ (Attached); ____ (Waived—by approval of the Deputy Military Administrator).
- Damage Deposit: _____ (Amount & Check #); ____ (Waived);
- Agreement & Hold Harmless: ____ (Signed & Attached).
- Your request for use of a Wyoming National Guard armory on the above dates is:

APPROVED / DISAPPROVED

- If disapproved, reason for disapproval (**consider whether use will damage armory or expose armory to hazardous materials**): _____

Board Member Signature

**ANNEX D
USE AGREEMENT**

Armory: _____
Date: _____

1. Introduction. The Deputy Military Administrator, Wyoming Military Department, acting through the undersigned Board Member, and for and on behalf of the Adjutant General, State of Wyoming Military Department, hereinafter referred to as the "Guard," under authority granted in Title 19, Wyoming Statutes, hereby grants to _____, hereinafter referred to as the "User," for the dates of _____ and hours _____.

2. Use Of Armory. User will use the armory for the following non-commercial purpose: _____
_____. User declares that the armory will not be used for profit. User also declares that the use will not contain any form of slur based upon race, color, religion, sex, national origin, age or handicap and will not contain pornographic or sexually oriented activities. User declares that no minors will use alcohol (unless part of a recognized religious service) or tobacco.

3. Military Use Of Armory Is Paramount. This agreement is revocable at the will of the Adjutant General of Wyoming, or his/her designated representative, if the armory is needed for military purposes (regardless of when this agreement is entered). In the event that a scheduled use is cancelled for military purposes, costs will be borne solely by the User and no damages will accrue to the User as a result of the cancellation.

4. Insurance.

a. _____ (User Initials) User has obtained commercial general liability insurance with minimum limits of \$500,000.00 per occurrence. The insurance names the State Of Wyoming as an additional insured. A copy of the insurance is attached to this agreement; **OR**,

b. _____ (User Initials) User requests a waiver of insurance and the Guard hereby waives insurance requirement _____ (Board member initials).

5. Hold Harmless. User requested use of the armory and accepts any and all risk and responsibility. In consideration of the use of the armory, the User agrees to indemnify and hold harmless the State Of Wyoming, and the Wyoming Military Department, the armory Board members, together with each entity's officers, agents and employees,

from any and all claims of damage or injury to property or person and all claims of damage or injury to property or person that may come upon the premises at the invitation, direction, command, or solicitation of the User, regardless of the person's legal status as an invitee, guest, employee, occupier or other claim of right or privilege. Indemnification shall include not only the loss claimed and proved, but all costs incidental to the defense of the claim, including but not limited to reasonable attorney fees expended in defense of the asserted claim.

6. Alcohol Use. No alcohol will be used in the armory unless User has received special permission (or as part of a recognized religious service). To receive special permission, User (and Caterer if applicable) will provide appropriate insurance and sign an Alcohol Hold Harmless & Indemnification release form (Annexes G & H). In this case User:

- Does NOT have permission for alcohol use _____ (Board member's initial);
- Has permission for alcohol use _____ (Board member's initial);

7. Cleaning & Condition.

a. Deposit.

1). User deposits a check (no cash) made payable to "General Treasury, State of Wyoming," for \$150.00 to the Board _____ (initials of User & Board).

OR

2). User requests and is granted a waiver of deposit _____ (initials of User & Board).

b. User agrees to leave the armory in the same condition as User accepted the armory in, normal fair wear and tear excepted. **User will not damage the paint of the armory**. The User may clean the armory or contract for the cleaning. If the User desires to employ a custodial staff member of the armory for either clean-up or set-up, User must negotiate, pay and make all arrangements directly with the custodial staff member, as the custodial staff member in this role will act in their own capacity and not as employees of the Wyoming National Guard. If User damages, destroys or losses any part the armory or any equipment therein, User agrees to immediately notify the Board member listed below and agrees to pay for the damage, destruction or loss. User agrees that the Guard may repair any damage or replace any loss caused by User and send the expense to User for reimbursement.

c. If User leaves the armory in the same condition as User accepted the armory, fair wear and tear excepted, or timely remedies any cleaning, damage or loss, then any deposit check given by User will be returned to User.

8. Vacating Armory. User agrees to vacate the armory on the last date stated in paragraph 1 above. User agrees to remove any property of User from the armory after use. If User does not remove some personal property, after notice to User, the Guard may cause the property to be removed or stored at User's expense.

9. Sovereign Immunity. The State of Wyoming, the Wyoming Military Department and its agents do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a) and all other state law.

Dated this _____ day of _____, 20____.

(Name of User)

(Name Of Board Member)

(Signature Of User)

(Signature Of Board Member)