

**KALISPEL
FACILITY USE AGREEMENT**



VARIOUS EVENTS

THIS AGREEMENT (the "Agreement"), made as of this ____ day of _____, 2022, is by and between the Kalispel Tribe of Indians ("TRIBE") , a federally recognized Indian tribe, that owns and operates the Kalispel Market/Casino in Cusick, WA and _____, ("USER", and collectively, "the Parties").

WHEREAS, the TRIBE would like to offer space for vendors during various events at Kalispel Market/Casino.

WHEREAS, the USER wishes to use the TRIBE'S facilities at the Kalispel Market/Casino to conduct various events ("the Event").

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. LICENSE TO USE

The TRIBE agrees to allow USER a limited and revocable license ("the License") to use the Facilities at the Kalispel Market/Casino ("the Facilities") in Cusick, WA. The License permits the USER to use the Facilities only on the Event Date(s), during the hours specified below, and only for the purposes set forth in this Agreement.

2. FACILITY DESCRIPTION

The Kalispel Market/Casino consists of a designated area for vendor activity on the outside portico of the venue and at designated parking lot locations. The physical address of the Kalispel Market is 370 Qlispel' River Way, Cusick, WA 99119.

3. DATE(S) OF USE/EVENT DATE(S)

DESCRIBE EVENT:

DATES OF USE:

Days of Week: Monday Tuesday Wednesday Thursday Friday Saturday Sunday

4. USER INFORMATION

Name of USER: _____

Person Responsible: _____
(Name and Title/Position if different from USER)

USER'S Name: _____

USER'S Mailing Address: _____

Phone #: _____

Cell Phone #: _____

5. INTENDED PURPOSE OF USE

The USER intends to utilize the above described Facility for the following purposes:

DESCRIBE WHAT AREAS OF FACILITIES WILL BE USED:

Other area: _____

6. NO UNLAWFUL OR PROHIBITED USE

As a condition of use of the Facilities, USER warrants that he/she will not use the Facilities for any purpose that is unlawful or prohibited by these terms, conditions, and notices. User cannot use the Facilities in any manner which could damage, disable, overburden, or impair the Facilities or interfere with any other party's use and enjoyment of the Facility.

7. FEES

USER shall pay to TRIBE a total fee of (\$**0.00**) **Zero** dollars and zero cents (the "Rental Fee"). The Rental Fee shall be payable to the Kalispel Tribe of Indians. Half of the Rental Fee shall be due five days prior to the Event Date. The remaining 50% shall be due within 5 days after the Event Date.

8. RIGHT OF ENTRY & INSPECTION

The TRIBE will have the right to enter and inspect all functions. If the TRIBE observes any illegal activity or activity that may, in the TRIBE'S sole discretion, result in harm to persons or objects, the TRIBE has the right to immediately cancel the Event. All of the USER'S guests and invitees must immediately vacate all or any portion of TRIBE'S premises, as the TRIBE may determine in its sole discretion. In such event, USER will remain liable for all fees and charges related to the Event pursuant to the terms of this Agreement.

9. LEGAL COMPLIANCE

USER will be solely responsible for obtaining any necessary licenses and/or permits to conduct activities, including raffles, auctions, giveaways or other activities that USER may conduct or request to be conducted at the Event. The Kalispel Tribe accepts the State equivalency for food safety and may ask for proof at any time.

10. SORNA ACKNOWLEDGMENT

USER acknowledges the Kalispel Market/Casino, as being part of the Kalispel Indian Reservation, is a Sex Offender Registration Notification Act (SORNA) jurisdiction.

11. ADVERTISING

Any advertising or event promotion that includes the TRIBE'S name, logo or likeness that appears in media must be pre-approved by the TRIBE. Any unapproved promotion using the TRIBE'S name, likeness, or logos will be considered a breach of this Agreement.

12. LIABILITY FOR DAMAGE

USER will be responsible for damage that occurs at the Kalispel Market/Casino or public space occupied by USER'S attendees. In the event that damage occurs, the TRIBE will ask that an official representative of USER accompany a TRIBE staff member to review the damage. Damage will be photographed by TRIBE security and full compensation will be the responsibility of the offending party.

13. USER UNDERSTANDS AND AGREES:

- A.** The TRIBE may exercise its right to refuse use of the Kalispel Market/Casino Facility for any reason.
- B.** The TRIBE may change the terms, conditions and notices at any time without notice to USER, however, the TRIBE will endeavor to notify USER when practicable.
- C.** The TRIBE is in no way responsible for the operation of the Kalispel Market/Casino vending held by the USER.
- D.** If USER is unable to utilize the facility according to scheduled time, USER must notify the Kalispel Market within 24 hours of scheduled use.
- E.** No sales tax is charged to goods and services provided to Tribal Members or Indians on federal trust property. USER shall be liable for proper remittance and reporting of taxes for transactions occurring at the Event.
- F.** USER acknowledges and understands that the Tribe is a federally recognized, sovereign Indian nation. USER represents and states that it voluntarily and knowingly enters this consensual relationship with the Tribe. The negotiation and execution of this Agreement is deemed by the Parties to have occurred within the Kalispel Indian Reservation. USER acknowledges and understands the Event is taking place on federal land held in trust for Kalispel Tribe, subject to all applicable regulations and protections.
- G.** The USER shall remain an independent entity from the Tribe and this agreement creates no other relationship between the Parties not expressly outlined herein.
- H.** USER is aware of the risks typically associated with an Event, including but not limited to, risks of injury or death to self and others. USER assumes responsibility for damage to or loss of his/her personal property as the result of any accident that may occur. Any person entering upon the above-described tribal trust properties enters at his or her own risk, impliedly accepts such lands or activities in the existing conditions, and recognizes that all Events are potentially dangerous.
- I.** In consideration for allowing USER to utilize the Facilities at the above described Tribal Trust Properties, the undersigned, agree to protect, indemnify and hold harmless the Kalispel Tribe of Indians, its employees, tenants, volunteers, agents, and assigns, against any claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of the Tribal Trust Properties and all improvements thereon, whether or not caused by the Kalispel Tribe's negligence or gross negligence. This release applies during the time that I am permitted on the Tribal Trust Properties pursuant to this Agreement. I, the undersigned, further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Kalispel Tribe of Indians or its agents, representatives, successors or assigns, forever.
- J.** Nothing in this Agreement is intended to waive the Sovereign Immunity of the Kalispel Tribe of Indians, which is hereby expressly asserted.

K. This Agreement be governed by and construed in accordance with the laws of the Kalispel Tribe. The Kalispel Tribal Court shall have exclusive jurisdiction over any suit relating to this Agreement, including any suit relating to the sovereign immunity of the Tribe. All disputes arising from the enforcement or breach of this Agreement shall be filed and determined in the Kalispel Tribal Court. The Parties do not agree to arbitration of any dispute arising out of this Agreement.

Further, by affixing my signature below, the undersigned is affirmatively acknowledging that I have read this Agreement, which includes and incorporates the acknowledgement of risks, assumption of risk and responsibility, and release of liability.

USER Signature

Signature for KTI

USER Name (Print)

Printed Name

Date

Date