



**THE NAVAJO NATION  
FORT DEFIANCE CHAPTER**  
P.O. Box 366 • Fort Defiance, Arizona 86504  
Phone: (928) 729-4352 • Fax (928) 729-4353  
Email: [ftdefiance@navajochapters.org](mailto:ftdefiance@navajochapters.org)

**Aaron Sam, President**  
**Genevieve Jackson Vice-President**  
**Grace Tracy, Secretary/Treasurer**  
**Herman Billie, Grazing Official**  
**Wilson Stewart, Jr., Council Delegate**

**DR. BUU VAN NYGREN**  
Navajo Nation President

**RICHELLE MONTOYA**  
Navajo Nation Vice President

**FORT DEFIANCE CHAPTER**  
Fort Defiance Agency District #18

**DISCLAIMER**

- I. EXPRESS ASSUMPTION OF RISK – CAUTION!! READ BEFORE SIGNING \_\_\_\_\_ INITIAL**  
I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, ILLNESS, DAMAGES OR LOSS BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE RENTAL, OPERATION, OR USE OF THE FORT DEFIANCE CHAPTER BUILDING, INCLUDING THE KITCHEN, AND ALL OTHER ROOMS IN THE BUILDING, EVEN IF ARISING FROM THE NEGLIGENCE, ACT OR OMISSION OF FORT DEFIANCE CHAPTER AND ASSUME FULL RESPONSIBILITY FOR MY RENTAL PARTICIPATION.
- II. RELEASE OF LIABILITY – CAUTION!! READ BEFORE SIGNING \_\_\_\_\_ INITIAL**  
I HEREBY RELEASE AND HOLD HARMLESS FORT DEFIANCE CHAPTER FROM ALL LIABILITY CLAIMS, DEMANDS OR CAUSES OF ACTION FOR ANY INJURY, DISABILITY, DEATH OR LOSS OR DAMAGE TO PERSON OR PROPERTY INCURRED BY ME AND/ OR ANY MINOR CHILDREN FOR WHOM I AM A PARENT, LEGAL GUARDIAN, OR OTHERWISE RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE FOR FORT DEFIANCE CHAPTER OR OTHERWISE. THIS INCLUDES AN INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGED TO PERSON OR PROPERTY INCURRED AS A RESULT OF HIDDEN, LATENT, OR OBVIOUS DEFECT OF THE FORT DEFIANCE CHAPTER BUILDING OR ANY OF THE EQUIPMENT USED INSIDE OF THE BUILDING.
- III. COVENANT NOT TO SUE – CAUTION!! READ BEFORE SIGNING \_\_\_\_\_ INITIAL**  
AS PART OF THE CONSIDERATION FOR USING THE FORT DEFIANCE CHAPTER BUILDING AND ITS EQUIPMENT, I PROMISE NOT TO SUE OR MAKE A CLAIM AGAINST THE FORT DEFIANCE CHAPTER FOR ANY DAMAGES OR LOSS SUFFERED AS A RESULT OF MY PARTICIPATION IN THE RENTAL ACTIVITIES.
- IV. SECURITY – CAUTION!! READ BEFORE SIGNING \_\_\_\_\_ INITIAL**  
I AGREE TO PROVIDE SECURITY (MUST SHOW DEPOSIT RECEIPT) FOR RENTING THE FORT DEFIANCE CHAPTER BUILDING FACILITY – FOR SPECIAL EVENTS AS FOLLOWS: BINGO, RECEPTIONS, DANCES, ETC.
- V. FACILITY INSURANCE – CAUTION!! READ BEFORE SIGNING \_\_\_\_\_ INITIAL**  
I AGREE TO PROVIDE BUILDING RENTAL INSURANCE (MUST SHOW PROOF AND PROVIDE COPY) FOR RENTING THE FORT DEFIANCE CHAPTER FACILITY – FOR SPECIAL EVENTS AS FOLLOWS: DANCE, SONG & DANCE, C/W DANCE, ROCK SHOW & ETC.

I, \_\_\_\_\_ AGREE AND ACKNOWLEDGE TO THE DISCLAIMER CONDITIONS ABOVE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
RENTERS SIGNATURE

\_\_\_\_\_  
STAFF SIGNATURE



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**FACILITY USAGE FORM & AGREEMENT**

Name/ Organization: \_\_\_\_\_ Date: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
 Date to be used: \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_  
 Purpose if Usage: \_\_\_\_\_  
 Are you registered with Fort Defiance Chapter? [ ] Yes [ ] No Verified By: \_\_\_\_\_ Census#: \_\_\_\_\_

**BY CHECKING THE BOXES BELOW, I VERIFY THAT I HAVE READ AND UNDERSTAND AND AGREE TO FOLLOW ALL THE TERMS IN THIS AGREEMENT: PLEASE READ CAREFULLY**

- Name on the Facility Usage Form & Agreement must match the names on the Money Order, Waiver and the Walk-Thru Checklist. Renter must be available for initial walk- thru of building;
- The Chapter Administration has the authority to cancel this agreement due to any unforeseen emergencies. (Such as Chapter meetings, Planning Meetings, Funeral/ Family Meetings & Receptions, Etc.);
- I understand that first preference will be given to Fort Defiance Chapter and second will go to Fort Defiance Chapter Registered Voter. **\*RENTAL WILL BE BASED ON FIRST COME FIRST SERVE WITH PAYMENT!**
- I agree to thoroughly clean (sweep & mop) the Meeting Hall, Kitchen, Restrooms, Lobby and pick up all trash in the parking area after this event, and I will not pour grease into the floor drain or **I will forfeit my security deposit:**
- I will provide my own trash bags and **DISPOSE OF MY TRASH BAGS AT MY OWN EXPENSE. I WILL NOT LEAVE THE EVENTS TRASH ON THE CHAPTER PREMISES AND/OR CHAPTER VEHICLES AFTER EVENT,** including tape on the walls, balloons, staples, banners, utensils; etc.
- The Chapter will restock toilet tissue and paper towels upon opening of the facility. Therefore I will be responsible to provide all the toilet tissue, paper towels and my own cleaning products/ solutions;
- If necessary, I will hire a security guard to monitor the facility during this event;
- Use of alcohol & other illegal substances on Fort Defiance Chapter premises will not be allowed nor tolerated during this event;
- Due to the demand of the Facility Usage, I may not be eligible to rent the facility for another four (4) months;
- Refund(s) will not be made on facility rental fees for CANCELLATIONS unless the cancellation has been made 24 hours prior to the event. **NO EXCEPTIONS;** and/ or depending on the condition of the facility after use.
- If using the kitchen, you are responsible to clean it; this includes the stove, oven, sink, refrigerator, counter tops and the cutting stands as well as weeping and mopping kitchen floor and cleaning the floor drain;
- A **\$75.00 Cleaning Deposit** is now required for **EVERY** event held in the facility. **NO EXCEPTIONS;** DANCE: C/W Dances, Song and Dance, Gourd Dances, Rock Show & ECT will need Building Rental Insurance;
- The usage fees are to be **paid in full**, 24 hours prior to the actual event. **MONEY ORDERS ONLY – NO CASH WILL BE ACCEPTED.**
- I will be held responsible for any missing or stolen Fort Defiance Chapter Property, broken tables and chairs, or any defacing of walls, tables, chairs etc... Failure to comply will result in forfeiting my Security Deposit.**
- IF YOU ARE FOUND TO BE RENTING THE FACILITY FOR A NON-REGISTERED VOTER YOU WILL BE CHARGED AS A NON-REGISTERED VOTER AND WILL FORFEIT YOUR SECURITY DEPOSIT AFTER THE FACT!** If I fail to comply with the above terms then I will have default my agreement with the Fort Defiance Chapter, and as a result, I knowingly forfeit the cleaning deposit plus I understand that I may not be allowed to utilize the facility for future events. This will be at the Fort Defiance Chapters discretion.

\_\_\_\_\_  
 Signature (You must be present entire event)

\_\_\_\_\_  
 Date

**\*FORT DEFIANCE CHAPTER STAFF/ OFFICIALS USE ONLY\***

[ ] APPROVED [ ] NOT APPROVED [ ] FEE NOT WAIVED [ ] FEE WAIVED

Chapter Staff or Official's Signature: \_\_\_\_\_

Date: \_\_\_\_\_