

LAS MILPITAS THIRD PARTY EVENT APPLICATION

Thank you for your interest in hosting an event at Las Milpitas de Cottonwood Community Farm! Las Milpitas is a project of the Community Food Bank of Southern Arizona. At this six-acre community farm, we aim to increase access to healthy food, create shared space for community building, and help gardeners gain skills to become advocates for their community's health.

Las Milpitas offers a beautiful natural space for your event complete with: three large covered patios each with lights and electricity hook ups, two picnic tables, a patio area with bistro lighting, access to an ecological toilet and handwashing station, a drinking fountain, and access to trash, recycling and compost services.

Third parties are responsible for providing all other materials and for disposing of any trash/recycling generated in the farm's dumpsters on Cottonwood Lane. The farm areas, including adobe oven, grills and compost toilet, must be left clean. Gates or any sheds accessed must be left locked. Damage and/or litter to farm facilities may result in repair or cleaning charges and we may decline any future reservations. Upon making a reservation, guests agree to clean up the area of use at the conclusion of the event.

Glass containers are not permitted at farm events. Pets, other than service animals, are also not permitted on farm property. Amusement equipment, such as jumping castles, is not permitted on the farm. Kids and youth exploring our Learning Garden must be accompanied by an adult at all times, and the kids' worm bin must be closed and irrigation lines replaced when not in use. Confetti, dry rice, and other dispersed litter is not permitted (dry rice expands in the stomachs of birds and can kill them). Candles, chimeneas and any other open flames are restricted to the paved areas, away from and not underneath any nearby tree canopies, and within eyesight. Food trucks are permitted at farm events, only if they are generator-operated. Food trucks are required to provide proof of liability insurance and add Community Food Bank-Las Milpitas as an additional insured for the event. This information can be requested within one week of your event. Failure to comply with farm policies may result in repair or cleaning fees and we may decline future reservation requests.

Community gardeners have unlimited access to the space and may be in the farm space during events. As the farm is a shared space, guests must treat people and all farm spaces, including community garden plots and chicken coop with respect. Please refer to the Las Milpitas Code of Conduct (attached) for a complete list of prohibited behavior. Please respect our neighbors and observe quiet hours after 10pm.

The only restroom on site is a composting toilet. For events with an expected attendance of 50 people or more, we require that you rent a portable bathroom. In this case, you are responsible for payment, coordination, and drop-off of port-a-potties.

Event application forms are due a month before the event date. Forms submitted less than a month in advance will not be considered. Submission of your application does not guarantee approval of your event. Requests may be denied for reasons such as: scheduling conflicts with farm programming, facilities repairs, environmental conditions, etc. If you are an organization requesting use of space, you are required to add Community Food Bank-Las Milpitas to your liability insurance as additional insured for the event. Proof of liability insurance can be requested within one week of your event.

All payments must be made with cash or check at least one week before your event to guarantee your reservation of the space. Fees are waived for community gardeners, though donations are appreciated. Cancellations for a full refund are REV 1/2020

accepted up to 24 hours before the event. In the case your event is rained out or otherwise negatively impacted by weather extremes, you will receive a full refund and an opportunity to reschedule.

Liability: To the fullest extent permitted by law, Event Organizer agrees to indemnify and hold harmless Community Food Bank, its directors, officers, affiliates, agents and its employees, at its own cost and expense, from and against any and all claims, expenses or liabilities of whatever nature (a) arising directly or indirectly from any default or breach by Event Organizer, its agents, servants or employees under the terms and conditions of this Agreement; or (b) arising directly or indirectly from any accident, injury or damage, however caused, to any person or property in the performance of Event Organizer's services where such accident, injury or damage results, or is claimed to have resulted, from any act, omission, negligence or other misconduct on the part of Event Organizer or, its agents, servants or employees, or anyone claiming through Event Organizer; provided, however, that in no event shall Event Organizer be obligated under this Agreement to indemnify Community Food Bank, its directors, officers, agents and employees, to the extent that such claim, expense or liability results from any negligence of Community Food Bank. In no event shall Community Food Bank be obligated under this Agreement to indemnify Event Organizer, its agents, servants or employees to the extent that such claim, expense or liability results from any negligence of Event Organizer. This indemnity and hold harmless provision of the Agreement shall include, without limitation, indemnification against all expenses, attorney's fees and liabilities incurred regarding any such claim or proceeding brought thereon and the defense thereof.

This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable).

If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

This Agreement shall not be assigned by either party without the express consent of the other party.

This Agreement is be governed by and construed in accordance with the laws of the State of Arizona, without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement will only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of Arizona. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN THE STATE OF ARIZONA.

The Parties are signing this Agreement on the date stated in the introductory clause.

Community Food Bank Representative

Title

Date

Event Host

Title

Date



LAS MILPITAS THIRD PARTY EVENT APPLICATION

Please share the details of your event:

Name & Contact Information for Event Organizer: _____

Date & Time of Event: _____

This includes access to the farm for set-up and clean-up.

Event Name: _____

Is this a public or private event? Public Private

Do you represent an organization? If so, please name your organization:

Please describe the event:

How many attendees do you expect? _____

Will you be serving alcohol at your event? Yes No

Will you be selling alcohol at your event? Yes No

EVENT FEES	
Groups of fewer than 50 people	\$75 + \$50 deposit
Events of more than 50 people	\$100 + \$50 deposit

In the event you will be serving alcohol at this event, you are required to adhere to all State of Arizona liquor laws. You are also responsible for purchasing liability insurance by adding the Community Food Bank Inc. to your **personal insurance policy**. Additionally, if there will be alcohol for sale, you or any third-party vendors are required to **acquire proper special event liquor licensing through the State of Arizona 45 days** in advance of your event.

State of Arizona special event liquor license application: www.azliquor.gov/forms/lic_specialeventapp_access.pdf

For more information about obtaining a liquor license, visit: www.tucsonaz.gov/clerks/specialevents

Have you already acquired the proper permitting or insurance for your event?

If so, please attach relevant documentation.

Please direct questions and email completed applications to milpitas@communityfoodbank.org or at (520) 954-7554.

Your signature indicates you have read the information above and agree to abide by all the requirements.

Signature

Date



LAS MILPITAS GARDENER, VOLUNTEER & VISITOR CODE OF CONDUCT

- Each gardener is a valuable member of the community farm. Be civil and cooperative with other gardeners, Community Food Bank staff, and the public.
- Do not harvest food, pull weeds, or pick flowers from another plot without permission from the gardener or farm staff.
- Use common courtesy and resolve differences in a neighborly way. Remember to stay polite and listen carefully. If you are unable to resolve differences, please contact Community Food Bank staff as soon as possible.
- No harassment or abuse of any kind is permitted or tolerated on Community Food Bank property, including but not limited to:
 - Laying a hand upon, striking, or threatening another person.
 - Sexual harassment and nonconsensual physical contact of any kind.
 - Harassment on the basis of a protected characteristic that shows hostility toward another individual.
 - Use of foul language (swearing) or abusive verbal attacks aimed at anyone in the farm space.
 - Engaging in abusive written communications with gardeners, volunteers, staff, or visitors.
- Respectfully welcome visitors to the farm. If visitors ask you questions you're not comfortable answering, please direct them to Las Milpitas staff.
- Pets are not permitted inside the farm.
- Be safe, for the benefit of yourself and others. Respect the safety and privacy of others.
- Pick up after yourself and do not leave items or trash in the common areas.
- The possession of firearms is prohibited in the farm space.
- No consumption of drugs is allowed on site.
- No consumption of alcohol is allowed on site without acquiring the proper insurance in advance.

Gardeners or visitors will leave any portion of the farm immediately upon being told by a Community Food Bank staff person or volunteer.