

FACILITY AGREEMENT: TERMS AND CONDITIONS

These Terms and Conditions are part of the Facility Agreement entered into by the party signatures on the Signature Page of the Facility Agreement and on the Indemnification and Release For Use of Girls Inc. facility.

1. The User Organization has been granted and accepts a license to use the portion of the facility identified on the Signature page of the Facility Agreement and on the Indemnification and Release For Use of Girls Inc. facility. The User Organization has no right of access to other parts of the facility.
2. The User Organization shall use the facility only for the purpose indicated on the Signature page and Indemnification and Release and only during the days/hours indicated on that page. The User Organization, with all its invitees and property shall vacate the facility by the time indicated as stipulated by the Facility Contact Agent.
3. The User shall use the facility only if the supervisor indicated on the Signature page is present at all times during use.
4. The User shall not permit any part of the facility to be used in a manner or for any conduct in violation of any facility or governmental rule, regulation, or law.
5. The User shall not permit any alcoholic beverage or drug sales or use by its invitees on the facility premises.
6. The User shall leave the facilities in a condition as good as when the User first occupies them. The repair of any damages caused by the User will be paid for by the User.
7. The User agrees to pay for the facility in the manner stipulated on the Signature page.
8. At the time of execution of this agreement, the User complies with all terms and conditions, the deposit will be returned within 10 working days after the use has occurred. If the User breaches the Agreement, the deposit shall be kept by the Facility as partial or complete compensation for its losses.
9. The User shall indemnify and hold the Facility harmless from any and all liability, losses, damages, causes of action, claims, judgments, or costs and expenses arising out of the User's use of the facility. The Facility requires proof of insurance coverage for this obligation unless explicitly waived in writing.
10. The Facility retains the right to control and manage the facility, and to access any portion of the facility, if that use does not interfere with the User's proper access.
11. Proper notice of cancellation (14 calendar days in advance of first planned use, in writing) may be made by either party at which time the Facility will return any deposits paid by the User. If proper notice is not given by the user, the Facility will keep any deposits as liquidated damages.
12. This Agreement sets forth all conditions and terms applicable to use of the facility. Any amendments or additions to the Agreement shall be in writing and signed by the Facility Agent and user Authorized Contact.
13. Girls Inc. activities always take precedent over rental activities. In the event that the Renter is bumped from their time frame, an extra time period will be scheduled within 10 days. In the event that the center is closed (i.e. holidays, inclement weather, etc.), the Renter's weekly time period WILL NOT be rescheduled.
14. The rates for the use of this facility are: \$45.00 per hour (\$35.00/hour non-profit rate)

FACILITY AGREEMENT: SIGNATURE PAGE DATE_____

FACILITY NAME: Girls Incorporated of Monroe County

LOCATION: 1108 West 8th Street, Bloomington, IN 47404

CONTACT AGENT: _____ PHONE: (812) 336-7313

USER ORGANIZATION: _____

ADDRESS _____

AUTHORIZED CONTACT _____ PHONE _____

DATES OF USE : _____ TIME OF USE: _____

SPECIFIC ROOMS AVAILABLE _____

PURPOSE _____

NUMBER OF PERSONS USING FACILITY _____ AGES _____

SUPERVISOR IN CHARGE _____

1. Proof of Liability Insurance has been provided _____
2. Group's goals and activities are consistent with the philosophy of Girls Inc.
3. Staff supervision is available
4. Facilities are available for use at date and time specified and do not conflict with previously scheduled Girls Inc. activities.
5. Group size does not exceed limit of facility.

TOTAL COST _____ DUE DATE _____ RECEIVED _____

DEPOSIT _____ DUE DATE _____ RECEIVED _____

The undersigned below enter into this Facility Agreement, both parties agreeing to the conditions specified on this page and the accompanying Terms and Conditions, which are part of the Facility Agreement. The User acknowledges receipt of a copy of those Terms and Conditions.

Facility Name: Girls Incorporated of Monroe County _____
User Organization

Contact Agent: Lee Ann Jourdan _____
Authorized Agent (typed or printed)

signature / date

signature / date

INDEMNIFICATION AND RELEASE
FOR USE OF GIRLS INC. FACILITY

We, the undersigned duly authorized representatives of Girls Inc. of Monroe County (“Girls Inc.” or “the Center”) and _____ (“the Renter”), do hereby commit our respective organizations to the terms of this *Indemnification and Release*.

We are all of lawful age and legally competent to sign this *Indemnification and Release*. We have read and understand everything contained in this *Indemnification and Release* and have voluntarily signed it intending for it to be binding upon our respective organizations, each of us, and any employees, agents, successors, assigns or representatives of us or our organizations.

1. Girls Inc agrees that the Renter may use Center property in accordance with any separate agreement between Girls Inc. and the Renter regarding the terms and conditions for such use.
2. Notwithstanding such separate agreement for use of Center property, such agreement is written or oral, and regardless of whether or not separate, several, joint or concurrent liability may be imposed upon Girls Inc., the Renter shall indemnify and hold harmless Girls Inc. from and against all damages, claims and liability arising from or connected with the Renter’s control or use of Center property, including without limitation, any damage or injury to person or property. If Girls Inc. shall, without fault, become a party to litigation commenced by or against the Renter, then the Renter shall indemnify and hold Girls Inc. harmless. The indemnification provided by this agreement shall include Girls Inc.’s legal costs and fees in connection with any such claim, action or proceeding.
3. The Renter does hereby release Girls Inc. from all liability for any accident, damage or injury caused to any person or property on or about the Center property, whether or not due to negligence on the part of Girls Inc. and notwithstanding whether such acts or omissions be active or passive. In addition and not in limitation to the rest of this Release, Girls Inc. shall not be liable for any injury or damage to the Renter or any of its members, participants, volunteers, agents, employees or other

persons on the Center property because of activities of the Renter or otherwise because of Renter's use of the Center property. Girls Inc. and the Renter do each hereby release the other from all liability for any accident, damage or injury caused to person or property, provided, this release shall be effective only to the extent that the injured or damaged party is insured against such injury or damage and only if this release shall not adversely affect the right of the injured or damaged party to recover under such insurance policy.

FOR GIRLS INCORPORATED OF MONROE COUNTY

Date

FOR _____

Name

Date