

FACILITY USAGE AGREEMENT



THIS FACILITY USAGE AGREEMENT (the "Agreement") is made between **[Legal Name of Customer] [Address 1] [Address 2] [City], [State] [Zip]** (the "Guest") and Young Men's Christian Association of Centre County, a Pennsylvania, non-profit corporation (the "YMCA") located at 125 West High Street, Bellefonte, PA 16823. This Agreement shall become effective upon the date it is signed by both the YMCA and the Guest.

WHEREAS, the YMCA and the Guest desire to set forth the terms and conditions under which the Guest will be allowed to utilize the facilities of the YMCA.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the YMCA and the Guest do hereby agree as follows:

1. The YMCA agrees to allow the Guest, and any individuals present at the facility at the invitation or request of the Guest (individually "Participant" and collectively "Guest"), to utilize the facility specifically for, and only for, the purpose, and in accordance with the conditions, documented in Exhibit A ("Agreement Conditions") to this Agreement. The Guest may utilize only the facility defined in Exhibit A and no other facility of the YMCA. This Agreement does not entitle the Guest to exclusive use of the facility.
2. In consideration for the Guest being allowed to utilize the facility, the Guest will pay the YMCA the deposits and fees documented in Exhibit A to this Agreement.
3. Also in consideration for the Guest being allowed to utilize the facility, the Guest hereby covenants and agrees to waive, release, hold harmless, covenant not-to-sue, and forever discharge any and all rights, actions and claims that the Guest or the Guest's heirs, executors, or assigns may have against the YMCA of Centre County, as well as its respective officers, directors, trustees, agents, employees, volunteers, representatives, successors, assigns and affiliates for death, injury, loss, and any and all damages that may be sustained and/or suffered in connection with being allowed to access and utilize the facility. The Guest also agrees to indemnify the YMCA of Centre County for any defense, cost, or expense arising from access and utilization of the facility.
4. Applies only to outside organizations - The Guest shall maintain insurance, with an insurance carrier maintaining an A- rating or higher Best rating, for comprehensive general liability insurance in the minimum amount of \$1,000,000 per occurrence. Prior to the usage of the facility, the Guest will provide the YMCA with a Certificate of Insurance naming the YMCA of Centre County, 125 West High Street, Bellefonte, PA 16823 as an additional insured under the policy.
5. Each Participant, and the legal guardian of any minor Participant, must sign the Agreement and Waiver of Liability (in the form of Exhibit B to this Agreement) prior to being allowed access to the facility.
6. The Guest agrees that usage of the facility will be conducted in a manner consistent with the values of the YMCA (caring, honesty, respect, and responsibility) and that the Guest will comply with all applicable rules and regulations of the YMCA with respect to conduct and usage of the facility. The Guest hereby acknowledges that it is responsible for the appropriate conduct of each Participant. The Guest hereby agrees that violation of YMCA rules or regulations or inappropriate behavior by a Participant may, at the sole discretion of officials of the YMCA, result in immediate expulsion from the facility, termination of this Agreement and forfeiture of fees and deposits paid.
7. If the usage of the facility includes the pool area, a YMCA lifeguard will be present at all times and all YMCA rules and regulations concerning pool usage and safety will be followed.
8. The Guest will be responsible for any and all damage to the facility and related equipment, machinery or amenities, normal wear and tear excepted, which result from the Guest's use of the facility. The Guest agrees to pay for the cost of repair or replacement associated with such damage.
9. The Guest shall ensure that no alcoholic beverages, illegal drugs, or weapons of any sort shall be brought onto the facility premises, and that no Participant under the influence of alcohol or illegal drugs shall be permitted to use the facility or be allowed to remain on the premises in any capacity. Violation of the provisions of this section will result in immediate expulsion from the facility, termination of this agreement and forfeiture of all fees and deposits paid.
10. The YMCA assumes no responsibility for circumstances that may require the closing of the facility due to conditions that would render it unfit for public usage due to inclement weather, state health department, or other regulatory agencies' requirements. In the event of such occurrence, it is the Guest's responsibility to obtain alternate facilities and the YMCA would refund the portion of the usage and service fees set forth in Exhibit A prepaid by the Guest in proportion to the extent to which the Guest did not utilize the facility or services of the YMCA. The YMCA would have no further liability to the Guest.
11. A \$ **[Security deposit fee \$]** security deposit will be paid by the Guest at the time this agreement is executed by the Guest. The Guest agrees to assume responsibility and pay for the cost of cleaning the facility after use and returning the facility to

substantially the same condition it was in prior to use. If the Guest fails to do so, the YMCA may, at its sole discretion, retain the security deposit paid by the Guest and charge the Guest for any additional cost of cleaning and returning the facility to substantially the same condition the facility was in prior to use. If the YMCA is satisfied with the cleanliness and condition of the facility, the security deposit will be returned to the Guest.

12. Any supplies or equipment brought on site by the Guest must be approved in advance by an authorized representative of the YMCA and will be removed from the facility by the Guest immediately upon completion of the term of this Facility Usage Agreement, unless specifically approved in writing by an authorized representative of the YMCA.

13. This Agreement may be terminated at any time, for any reason by either the Guest or the YMCA after giving **[Prior notice required of Org to term agreement]** days prior written notice to the other party. If terminated by the Guest or the YMCA, the YMCA will refund the portion of the usage and service fees prepaid by the Guest in proportion to the extent to which the Guest did not utilize the facilities or services of the YMCA, taking into account the **[Prior notice required of Org to term agreement]** day notification period. In addition, failure to make payments to the YMCA may, at the sole discretion of the YMCA, result in immediate termination of the Facility Usage Agreement and revocation of permission to Guest to access and use the facility.

14. Any notice, request, demand, consent, approval of other communication required or permitted under this Agreement shall be in writing and shall be deemed given (i) upon actual delivery, if delivery is by hand, or (ii) upon receipt if delivery is by facsimile, or (iii) the first business day following delivery to any nationally recognized overnight delivery service, or (iv) five days after it is deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Each such notice shall be sent to the parties at the addresses indicated below:

If to Guest:

Address: [Address 1] [Address 2]

City/State/Zip: [City] [State] [Zip]

Attention: [Name of Contact]

Fax: [Fax]

If to YMCA:

YMCA of Centre County: 125 West High Street, Bellefonte, PA 16823

Attention: Kristin Erb

Fax: 814.355.6556

15. Either party may change its address for purposes of this section by giving the other party 10 days written notice in accordance with this section.

16. This Agreement may not be assigned by either party without the prior written consent of the other party hereto.

17. This Agreement will be deemed to have been made in and its validity and interpretation shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without regard to the conflict-of-law rules of Pennsylvania or any other state.

18. This Agreement, in conjunction with Exhibits A hereto, sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties with respect to the subject matter of this Agreement.

19. If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by the law.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Agreement as of the day this Agreement is signed by both the YMCA and the Guest.

**YOUNG MEN'S CHRISTIAN ASSOCIATION
OF CENTRE COUNTY**

[LEGAL NAME OF CUSTOMER]

Signed:

Signed:

By:

By:

Title:

Title:

Date:

Date:

**EXHIBIT B
AGREEMENT & WAIVER of LIABILITY**

As a Participant of [Legal Name of Customer], in consideration of my being allowed to access and utilize the facility of the YMCA of Centre County (the "facility") and related equipment, machinery and amenities of the facility, and intending to be legally bound, I hereby agree:

- 1. to follow all policies, rules, and regulations of the facility, recognizing that violation thereof will, at the sole discretion of the officials of the facility, constitute grounds for immediate expulsion from the facility and revocation of the privileges afforded to me to access and utilize the facility, and
- 2. to waive, release, hold harmless, covenant not-to-sue, and forever discharge any and all rights, actions and claims that I or my heirs, executors, or assigns may have against the YMCA of Centre County, as well as its respective officers, directors, trustees, agents, employees, volunteers, representatives, successors, assigns and affiliates for death, injury, loss, and any and all damages that may be sustained and/or suffered in connection with being allowed to access and utilize the facility. I also agree to indemnify the YMCA of Centre County for any defense, cost, or expense arising from my access and utilization of the facility. I am physically fit, legally competent, and freely access and utilize the facility at my own risk.

Printed Name of Participant: _____

Signature of Participant: _____

Signature of Participant/Parent or Legal Guardian of a Minor: _____

Date: _____

YMCA STAFF USE ONLY:

<p>Approval Signature: _____</p> <p>Approval Date: _____</p> <p>Total Due: _____</p> <p>Non-Refundable 50%: _____</p> <p>Balance Due day of Rental: _____</p>	<p>Mail or Drop off at: Bellefonte YMCA 125 West High Street Bellefonte, PA 16823</p> <p>Contact: Kristin Erb Kallen@ymcaocc.org (814)355-5551</p>
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