



**YMCA of the CAPITAL AREA
FACILITY USE AGREEMENT**

Branch: Paula G. Manship YMCA Highland Club

Group/Organization: _____

Address: _____ Phone: _____

Person Responsible: _____ Phone: _____

Email: _____ Facility Requested: _____

Date of Function: _____ Time Requested: _____

Age of Group: _____ Size of Group: _____

Type of Function (Please give full description): _____

Staff Liaison Assigned to the Event: _____

TERMS OF FACILITY USAGE

1. Person responsible for group must be 21 years of age.
2. Organizations must comply with the insurance and indemnification provisions of this agreement.
3. Groups must provide one chaperone per ten participants under the age of eighteen. Each chaperone must provide adequate supervision (as determined by the YMCA staff).
4. All chaperones must stay in facility during all hours of use.
5. All participants must remain in approved areas at all times.
6. Damages incurred to the facility by usage will be charged to the responsible party
7. YMCA staff will have full authority.
8. Facilities should be left in good, clean condition as it was prior to event. Equipment used should be returned to proper place.
9. The YMCA reserves the right to bill group for any cleaning or take down costs incurred after the event.
10. The YMCA is not responsible for any lost or stolen property.
11. Person Responsible must read and complete facility usage form.
12. Groups must provide, if requested, emergency information on each participant and authorization for medical treatment of all minors.
13. No alcohol, tobacco, or illegal substances may be in used in any YMCA operated facility.
14. On completion of group activity, Person Responsible is to notify staff and tour facility for release of liability.
15. All menus must be approved.

COMPENSATION

\$100 Deposit Paid: _____

\$65 YMCA Members/\$75 Non-Members
Per hour during regular operating hours. Total Hours: _____

(Operating hours Mon-Thu 8am-9pm,
Fri 8am-8pm,
Sat 8am-6pm, Sun 12pm-6pm)
\$75 YMCA Members/\$85 Non-Members
per hour after regular operating hours
Final balance due the day of function:

Balance Due: _____

HC Renter's Initial _____

CANCELLATION POLICY

- Only cancellations received thirty days or more before the scheduled rental will receive a full deposit refund. Deposit will be forfeited if cancellation is received less than 30 days prior to the scheduled rental or when no cancellation notice is given.
- Chair and table usage is a free service. If tables and/or chairs are damaged, a \$40 per table charge and \$10 per chair cost will be charged to Person Responsible.

YMCA of the CAPITAL AREA FACILITY USE POLICY

I. Purpose of the YMCA of the CAPITAL AREA

The YMCA of the Capital Area is an association of persons united in the common effort to enhance the quality of life spiritually, mentally, physically and socially for all people in our community through the ecumenical application of Christian principles.

II. Purpose of Facilities

Facilities have been designed, constructed and paid for based on program requirement to serve the community in which the facility is located. Over the course of time, community needs will change as will the facility in response to these program needs. However, the YMCA must maintain a firm position that the facilities were designed and built primarily for the use of its members, who subscribe to the purpose of the YMCA, pay fee necessary to maintain it and be considered as regular participants in YMCA activities. As a result, the facilities are to be used primarily for the use of member and program participant in YMCA activities.

III. Eligibility for Facility Use

In order to provide facilities, equipment and leadership for its primary program services, we have established priorities for services. In order to be eligible for use of a YMCA facility one must fit in the following categories:

- A. Eligible Individual
 1. Be a participating member
 2. Be a current program participant
 3. Be a guest of a current participating member who is present with you
 4. Be a valid participating member from another association
- B. Eligible Groups
 1. Belong to a group which is sponsored by a recognized public, private or parochial school system
 2. Be a member of a group financially supported by the Capital Area United Way
 3. Be a member of a group which has negotiated special arrangements for a unique YMCA service (ex. physical rehabilitation, current General Health Partnership)
 4. Be a member of a Boy Scout or Girl Scout group
 5. Belong to a recognized church or religious organization

IV. Exclusions

Persons and groups will be excluded from use of YMCA facilities if their stated purpose or mission differs from that of the YMCA or if their purpose is of a partisan political nature.

V. Condition of Facility Use

Members and program participants, regardless of category, must abide by the following requirements in order to use YMCA property and facilities.

1. Complete all necessary application forms, medical history forms and hold harmless agreements, etc.
2. Pay the necessary fees or make mutually agreed upon arrangements prior to use for payment.
3. Abide by all behavior policies, procedures and rules.
4. Participate during regular building hours (See Section VI) with authorized YMCA supervision.
5. Eligible groups must provide a Certificate of Insurance in the following amounts naming the YMCA as additionally insured. In instances of use of offsite locations, property owner must also be named (in conjunction with the YMCA) as additional insured.
6. Additional restrictions or requirements may be established by the branches.
7. For offsite YMCA facilities, the owner of the facility retains the right to prohibit the use of the facility by groups/individuals after operating hours.

VI. Insurance and Indemnification:

**USE OF FACILITY AGREEMENT
INCORPORATING A RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

This use of facilities agreement is between the **PAULA G. MANSHIP** and **MEMBER**, hereinafter respectively called the YMCA and the user. The agreement provides for **THE RENTAL OF THE HIGHLAND CLUB** according to the attached schedule for no more than one day, at \$50 per hour.

IN CONSIDERATION of being permitted to utilize the **HIGHLAND CLUB** of the YMCA and FOR PAYMENT of the above cited use fees, the user, for itself and all its employees, agents, representatives, and assignees, agrees and represents that it has or will inspect and carefully evaluate such premises. It is further warranted that use of the facilities for therapy sessions constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully evaluated and that the user finds and accepts same as being safe and reasonably suited for the purpose use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO EVALUATION OR USE OF FACILITIES OR EQUIPMENT, THE USER HEREBY AGREES TO THE FOLLOWING:

1. THE USER HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the user, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to person or property or resulting in death of the user, whether caused by the negligence of the releasees or otherwise while the user or its employees, clients, agents, or representatives are in, upon, or about the premises including use of any facilities or equipment therein.
2. THE USER HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur arising from the user's operations at the YMCA premises, including but not limited to use of YMCA's equipment or facilities, regardless of whether such harm is caused by the sole or partial fault of the releasees.
3. THE USER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE that may be incurred arising from the user's operations at the YMCA premises, including but not limited to use of YMCA's equipment or facilities, regardless of whether such harm is due to the sole or partial fault of the releasees,

THE USER further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of **LOUISIANA** and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

- (a) The user shall not violate any city, county or state law in or about the said premises.
- (b) The user shall not assign this agreement without written consent of the YMCA.
- (c) The user shall provide certificates of workers' compensation insurance and of general liability and automobile liability insurance and umbrella excess liability as provided in Section VIII.
- (d) This agreement may be terminated at any time by either party by giving the other party thirty (30) days prior written notice.
- (e) This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that that party drafted the language in question.

THE USER HAS READ AND VOLUNTARILY SIGNS THE USE OF PREMISES AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

VII. Facility Use After Business Hours

The YMCA will allow facility use after regular hours of operations to eligible groups under Section III Article B. Groups must provide a certificate of insurance naming the YMCA as additional insured. Authorized YMCA staff must be present at all events

Insurance 1. User assumes exclusive liability for all contributions, taxes, or payments required to be made because of employees of USER by Federal and State Unemployment Compensation Acts, Social Security Acts, Union Agreements, or any amendments thereto, and by all other or future Statutes or Acts, State or Federal, or Unions, requiring the payment of similar contributions or taxes, and for all sales tax and use tax.

2. USER will maintain such insurance as will protect USER and Contractor from claims under Workmen's Compensation Acts and any other claims from property damage and claims for bodily injury, including death, which may arise from operations under this Agreement, whether such operations by The YMCA of the Capital Area or any of its USERS or anyone directly or indirectly employed by either of them. Minimum limits of coverage to be provide on an occurrence basis as follows:

- A. COMMERCIAL GENERAL LIABILITY:
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/completed operations ; Aggregate
 - \$1,000,000 Any One Occurrence
 - \$1,000,000 Personal and Advertising Injury
 - \$50,000 Fire Damage
 - \$5,000 Medical Expense Any One Person
- B. AUTOMOBILE LIABILITY:
 - \$1,000,000 Each Accident, Combined Single Limit
- C. EMPLOYERS LIABILITY (Workers' Compensation):
 - \$500,000 Each Accident
 - \$500,000 Each Employee for Injury or Disease
 - \$500,000 Aggregate for Injury by Disease
- UMBRELLA EXCESS LIABILITY:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Aggregate

3. A. USER shall also take all action necessary to name The YMCA of the Capital Area as an additional insured on USER's policies of insurance under Section VIII Insurance: under A., B.. and D. shall prior to commencement of any work set forth in this Agreement, and: (1) General Liability: USER shall use form CG2010 (1985 Edition) or it's equivalent; Insurance shall be primary; the additional insured coverage shall not be limited; the additional insured coverage must include completed operations; and General Liability coverage will include a per project aggregate provision and Broad Form Contractual Liability. (2) the USER's umbrella policy shall also be primary to The YMCA of the Capital Area's general liability policy

3. B.. USER shall also take all action necessary to waive all rights of subrogation and recovery in favor of the YMCA of the Capital Area on USER's policies of insurance under Section VIII Insurance: A, B. C. D. prior to commencement of any work set forth in this Agreement,

3. D. User shall also provide 30 days notice of cancellation to the YMCA of the Capital Area on all insurance policies in A. B. C. and D. as part of Section VIII of this agreement.

4. In as much as the work to be performed by USER forms a part of and is integral and essential to the work of The YMCA of the Capital Area in completing the overall contract work on the Event, The YMCA of the Capital Area and USER agree that to the fullest extent permitted by law pursuant to LSA R.S. 23:1031 and R.S. 23:1016, as amended by Act 315 of 1997, The YMCA of the Capital Area is recognized as the Statutory Employer of those employees or USERS of USER who perform labor, services or work under, pursuant to, and during the course of this Agreement, and who sustain injury or death during, caused by or arising out of the performance of labor, services, or work, or the furnishing and installing of materials, under this Agreement. To the extent that The YMCA of the Capital Area is required to pay Workers' Compensation benefits for injury, disability or death of any employee of USER pursuant to this Agreement, The YMCA of the Capital Area shall be entitled to full indemnity against USER and/or, if applicable, the direct or immediate employer of the injured employee, to the fullest extent permitted by Louisiana law, including without limitation

LSA R.S. 23:1031 and R.S. 23:1061. USER shall place necessary language in its subcontracts and purchase orders to provide the protections of this Section to The YMCA of the Capital Area.

HC Renter's Initial _____

VIII. Media Provisions

- A. Logo usage - either the Y logo alone or the Y logo with the "we build strong kids, strong families, strong communities" slogan. Red on logo is always PMS 185.
- B. Signage and banner approval (sponsors should be consistent with YMCA mission)
- C. Host event official name: Dow Westside YMCA of the Capital Area
- D. Have the YMCA listed under any publication, website, and or advertisement when appropriate.
- E. No casino or gaming sponsors on backs of kids t-shirts. Same with alcohol or tobacco.
- F. If a YMCA spokesperson is required for a press conference or press release, the YMCA spokesperson will be Bob Jacobs, unless otherwise approved. The YMCA must be notified of any press releases or scheduled press conference involving the YMCA's name.

IX. Exceptions

No YMCA facilities or property may be used for individual profit or for fundraising for non-YMCA or United Way related projects.

Ronnie Walters
Tennis Center Director
Paula G. Manship YMCA

Highland Club Renter