

# Facilities Use Agreement – (Introduction) – Please give to customer ("User")

Please help to keep our Senior/Community Center and Waukon Wellness Center 'safe and beautiful!' With your help in adhering to the following guidelines, we will be able to enjoy this valuable Facility for countless years to come!

## SENIOR/COMMUNITY ROOM:

- 1) **NO Alcoholic Beverages** & max of 60 persons.
- 2) **DO NOT use Emergency Exit** doors unless an Emergency!
- 3 a) **Fee(s): \$50 fee for ALL Users plus \$50 deposit** if User not a full-time member of WWC. **Fee(s) due BEFORE reservation can be finalized.**
- b) **"Facilities Use Agreement" signed BEFORE reservation can be finalized.** (some non-profit organizations may be exempt from fee). Deposit will be returned or check destroyed after event if no damages and if site cleanliness and facility rules are adhered to.
- 3) May check out **24/7 key** to use if after-hour event. (check out @ front desk week before event)
- 4) **Hexagon key** available to open outside door if after-hour event; **please lock as soon as participants have arrived** (request @ front desk)
- 5) Use of **stove/oven/refrigerator/coffee pots** is permitted; please **bring own** silverware, towels, wash rags, etc.
- 6) Take all **garbage** to dumpster (left one). Garbage bags will be provided.
- 7) **Tables** should be wiped clean w/water **and then** sprayed and wiped w/ "Sani-Tyze" to disinfect. (Sani-Tyze and small rags provided on counter)
- 8) **Floors** should be vacuumed thoroughly & tile flooring swept. Tables should be put back in place.
- 10) May **NOT** use Wellness Center unless prior approval!! If prior approval, please **SEE Wellness Center Guidelines Below.....**

## WAUKON WELLNESS CENTER:

Contract "User" responsible to inform Participants of the following Wellness Center Rules and to see that they are adhered to:

- 1) Members may be present. Sole use of Center is **never** guaranteed, so please **RESPECT All Others in Center!!**
- 2) **"Inside shoes" are required** when using Wellness Center. If not available, may go stocking foot, but NO bare feet.
- 3 a) **Day fee required** to use Wellness Center – this is **NOT** included in Community Room fee!
- b) **Fees:** 4 & under Free; Students \$3 (considered student up to Age 22 if in college); other Adults 18 & over \$6; Track Only \$4.
- c) **If closed**, place \$ in small envelope, write name on and put in metal box on front desk counter.
- 4 a) **ALL children 4<sup>th</sup> grade and under MUST be accompanied by an adult 18 or over while in WWC.**
- b) Watching through the Sr./Comm. Room window IS NOT considered supervision!!
- c) **ALL persons must abide by these and any other posted WWC set Rules & Regulations.**
- 5 a) Must be **6<sup>th</sup> Grade and older** to use Cardio/Free Motion/Edge/Exercise Room equipment!! **NO Exceptions!!**
- b) Must be **8<sup>th</sup> Grade or older** to use "Group Exercise Room" unless accompanied by an adult.
- c) Please use ALL equipment responsibly!!
- d) **Rock wall** use during **OPEN** hours only.
- 6) Racquetball, Pickleball, Ping Pong, Foosball, whiffle bat/ball, dodge ball equipment **may be accessed** during closed hours in large drawer & small drawer next to it located behind front desk. **Do not** leave racquets lying around Center and put all equipment & balls away when done using.
- 7) **Food and drink** (except water) must be kept in break area.
- 8) If you are last one in the Center, please **turn off ALL lights, TVs, treadmills.**

Thank You and ENJOY your time @ WWC!

WWC Staff

# Facilities Use Agreement

This Agreement describes the terms and conditions under which the undersigned outside party (the “USER”) may use the facility owned by the Waukon Wellness Center (the “WWC”).

Whereas WWC owns and operates, or lawfully controls the use of, the property (“PROPERTY”) described below, and USER desires to use said PROPERTY, WWC agrees to make said PROPERTY and no other available to USER at the date(s) and for the purposes referenced below and no other, and in consideration for being permitted to use PROPERTY for the stated purposes, **USER agrees to pay the fees and abide by the terms and conditions set out in this agreement.**

<p><b>NOTES:</b></p> <p>24/7 Rental key? _____</p> <p>Hexagon key? _____</p> <p>Show Clean-Up Instr.? _____</p> <p>Fees pd? _____</p>	<p><b>User Name:</b> _____</p>	<p><b>Property:</b> _____</p>	
	<p><b>City/State/Zip</b> _____</p>	<p><b>Date of Event:</b> _____</p>	
	<p><b>Telephone #:</b> _____</p>	<p><b>Start Time:</b> _____</p>	
	<p><b>**FEES:</b> \$50.00</p>	<p><b>End Time:</b> _____</p>	
	<p><b>**DEPOSIT:</b> \$50.00 &lt; if no full-time membership &gt;</p>	<p><b>Type of Event:</b> _____</p>	

**\*\*Please make 2 separate checks payable to Waukon Wellness Center. Deposit will be retained until after event. Check for Fees will be cashed promptly.**

## FEES, TERMS AND CONDITIONS

**1. USER agrees to pay** the sums referenced below as a fee for the use of the PROPERTY:

- |                                       |                                 |
|---------------------------------------|---------------------------------|
| A. Waukon Wellness Center             | \$50.00 per hour (max of \$200) |
| B. Senior/Community Center-Day Rental | \$50.00 per day                 |

**This fee is due BEFORE reservation can be finalized!** Said payment includes use of lights, heat, air conditioning, and water, as may be needed for the purposes set out above and to the extent such exist at the PROPERTY.

**2. ADDITIONAL FEES & SECURITY DEPOSIT:** In addition to the fee described above, USER will be responsible for paying any and all expenses incurred by USER and/or WWC in support of or as a result of the use. Such expenses may include, but are not limited to, cleaning costs, security costs, and setup and take down costs. The USER shall pay to the WWC the amount of **\$50.00**, which shall be held by the WWC as a security deposit for any damage to the facility or other loss or expense incurred by the WWC due to the use of the facility by the USER. USER agrees and acknowledges that the WWC may use the security deposit for payment of any damage, loss or expense incurred by the WWC due to the use without prior approval of the USER. The amount of the security deposit paid hereunder **is not a limit** of the USER’s liability to the WWC for damage, loss or expense, and any claim for same by the WWC shall be paid immediately by the USER.

**3. OCCUPANCY LIMITS:** The USER shall comply with the occupancy limits of the PROPERTY being used as follows:

- |   |                                       |
|---|---------------------------------------|
| A. Waukon Wellness Center - 900 persons | B. Senior/Community Room - 60 persons |
|---|---------------------------------------|

**4. SPECIAL RULES** -The USER shall comply with the additional rules of the PROPERTY being used as follows:

**A. WAUKON WELLNESS CENTER:**

1. Cardio, weight, exercise room equipment & Rock Wall will NOT be used by USER unless under prior approval.
2. If use of WWC equipment, Bouncy House, etc. is approved, USER is responsible for payment of day pass for each person using WWC, unless paying the above \$50 per hour or max fee of \$200.
3. **ALL children 4<sup>th</sup> grade and under MUST be accompanied by an adult 18 or over while in WWC and ALL persons must abide by WWC set Rules & Regulations. USER is responsible to inform EACH person using WWC of ALL Rules & Regulations and to enforce these rules.**
4. All garbage must be removed by USER.
5. Turn lights off and assure all doors are locked.
6. **ALCOHOL sales & consumption is prohibited.**

**4.1 ALCOHOLIC BEVERAGES:** The **USER** agrees and acknowledges that the Sale and/or Consumption of alcoholic beverages at the **PROPERTY** is strictly prohibited.

**5. INGREE/EGRESS:** All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises **must be kept unobstructed by USER** and must not be used for any purpose other than ingress to or egress from the premises.

**6. DAMAGES AND REPAIRS:** The **USER** agrees to be responsible for all damages to buildings, grounds and equipment incident to the use of the **PROPERTY**. **USER** shall make no temporary or permanent modifications to the **PROPERTY** without the prior written consent of the **WWC**.

**7. COMPLIANCE:** The **USER** agrees to use and occupy the **FACILITY** in accordance with all **WWC** policies, regulations, rules, and practices and with all applicable municipal, state and federal laws, including but not limited to fire codes. **USER** may not use the **WWC**'s names or marks, or imply **WWC** endorsement or support, without express permission from an authorized **WWC** official.

**8. PARTICIPANTS AND ATTENDEES:** The **USER** is responsible for providing all necessary and appropriate safety instruction to all participants and attendees at **USER**'s activity. The **USER** is responsible for any and all damages to buildings, grounds and equipment caused by participants and attendees. IF the use of the **PROPERTY** is open to any non-members of **USER**, then no person shall be denied the equal privileges and enjoyment of having free and open access to the **USER**'s event on the basis of race, color, creed, religion, national origin or sexual orientation. Access may not be limited on the basis of age or sex except insofar as the goals or purposes of the activity require such limitation and are lawful.

**9. ABANDONED PROPERTY:** Any property left on the **PROPERTY** shall, after a period of ten days from the last day of the scheduled use, be deemed abandoned and shall become property of the **WWC** to be disposed of or utilized at **WWC**'s sole discretion.

**10. PERSONAL:** This agreement is personal, and the **USER** shall not assign this agreement nor allow any other person, group or entity to use the **PROPERTY** during the scheduled time(s) without the prior written consent of **WWC**.

**11. INDEMNIFICATION**

**A.** The **WWC** shall have no responsibility for the safety and/or security of any property belonging to **USER** or to those persons participating in the use of the **PROPERTY** by **USER**. **USER** expressly releases and discharges the **WWC** for any and all liabilities for any loss, injury, or damages to any such property.

**B.** The **WWC** shall have no responsibility for the safety and/or security of any person participating in the use of the **PROPERTY** by **USER** except as may arise from the negligence of the **WWC**. **USER** expressly agrees to indemnify and hold harmless **WWC**, its officers, employees, students and agents, from all cost, loss and expense arising out of any liability or claim of liability for injury or damage to persons resulting directly or indirectly from their participation in **USER**'s use of the **PROPERTY**, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises out of the act or omission of **USER**.

**C.** In the sole discretion of the **WWC**, at all times during the use of the **PROPERTY**, **USER** may be required to have a policy of comprehensive liability insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the state of Iowa.

**12. CANCELLATION AND TERMINATION:** The **WWC** reserves the right to cancel or terminate the use and retain the use fees and security deposit paid to the **WWC** if for any reason, within the independent and sole discretion of the **WWC**, there is or will be, any violation of this agreement, or any rule regarding the use of the **PROPERTY**, any obligation of the user hereunder, or for any other reason based on health and safety concerns of the **WWC** or its officials.

**13. WHOLE AGREEMENT:** This writing contains the whole and complete agreement between the **WWC** and **USER**.

**14. SEVERABILITY:** The terms of this Agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

***The undersigned certifies that (s)he is authorized to sign this Agreement on behalf of the USER and the WWC, respectively, and that the USER and the WWC acknowledge and accept the terms and conditions herein and attached hereto.***

**FACILITY USER:**

**WAUKON WELLNESS CENTER (WWC):**

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

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

By(User Sign): \_\_\_\_\_

By(Staff Sign): \_\_\_\_\_

Position (if Business/Club, etc.): \_\_\_\_\_

Position: \_\_\_\_\_