

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.

USER NAME:		PROPERTY:	
ADDRESS:		DATE OF USE:	
CITY/STATE/ZIP:		START TIME:	
TELEPHONE:		END TIME:	
FEES:		EVENT NAME:	
DEPOSIT:	\$50.00 (in addition to Fees)	PURPOSE OF USE:	

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)

This fee is due immediately. 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. In the event that there is any damage, loss or expense incurred by the WWC due to the use, the USER agrees and acknowledges

that the WWC may use the security deposit for payment of same 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

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 equipment will not be used by USER.
- 2. All garbage must be removed by USER.
- 3. Alcohol sales are prohibited. Alcohol consumption is prohibited unless approved by the Board of Trustees for a specific PURPOSE OF USE.
- 4. Turn lights off and assure all doors are locked.

4.1 ALCOHOLIC BEVERAGES: The USER agrees and acknowledges that the sale of alcoholic beverages at the PROPERTY is strictly prohibited. If alcoholic beverage consumption is approved by the Board of Trustees for a particular PURPOSE OF USE, then the USER may provide alcoholic beverages for consumption by the guests of the USER at the event by the USER purchasing the alcoholic beverages, and then the USER may provide the alcoholic beverages to the guests at the event, for free, and without any charge.

5. INGRESS/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 sue 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. FORCE MAJEURE: If the PROPERTY is rendered unsuitable for the conduct of the USER's activity by reason of force majeure, the WWC and the USER are released from their obligations under this contract. Force majeure shall mean fire, earthquake, hurricane, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the WWC.

12. 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 or 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.

13. 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.

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

15. **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.

Dated: _____ Dated: _____

USER: _____ WWC: _____

BY: _____ BY: _____

Position: _____ Position: _____

For Office Use Only:

_____ Approved _____ Denied

_____ Availability Confirmed with _____

_____ Notification Given to _____

_____ Security Deposit Collected (\$50)

_____ Fees Collected