

GIBSON SUITE – FACILITIES USE AGREEMENT

Introduction

This facilities Use Agreement is intended for short-term rentals of Waubonsie Mental Health Center, Inc's Gibson Suite, grounds, or other related facilities for a specific event, such as a birthday party. The Facilities Use Agreement is a legal contract which sets forth the duties and obligations of Waubonsie Mental Health Center, Inc., and user in connection with the user's event, which is being held in or on property owned or controlled by WMHC.

Facilities Use Agreement

A. Purpose

The Facilities Use Agreement is a contract in which the user agrees to abide by specific terms and conditions to hold a particular event at Gibson Suite, owned and controlled by Waubonsie Mental Health Center, Inc.

B. Elements

- Identification of the parties to the agreement, the location, date, and time of the event.
- Facility Use Fee and Deposit.
- Identification of a responsible party representing the user.
- The obligations the user must adhere to as a condition of using the facility, including conduct, decorations, use restrictions and cleanup.
- An indemnification and hold harmless clause whereby the user does agree to pay WMHC for any losses it may suffer as a result of the user's use of the facility or as a result of an accident that occurs at the event.
- Specific insurance requirements the user must satisfy to use the facility.

Responsible Party. The person who signs the Facilities Use Agreement on behalf of the use is deemed the responsible party. That person shall serve as the primary contact between Waubonsie Mental Health Center, Inc., and the user group. The responsible party is required to coordinate all event details with WMHC no later than 7 business days before the event and must be in attendance during the entire event. The responsible party is also charged with making sure the event runs smoothly and safely and to assure the user adheres to the terms and conditions of the Facilities Use Agreement.

User's Obligations. In general, the user agrees to abide by Federal, State, and local laws, as well as the rules of Waubonsie Mental Health Center, Inc. the user also agrees that it shall not make



any permanent alterations to Gibson Suite and shall exercise care in setting up and clean up after the event. If the user damages Gibson Suite, the user is responsible for paying to repair the damage. Unless otherwise agreed to in writing, the user is responsible for cleanup, including removal of garbage and recycling efforts. If for any reason WMHC wants to control waste removal or recycling, WMHC should confirm the same in writing to the user – this can be done via the addendum provisions attached to the Facility Use Agreement or in a separate writing signed by the user and WMHC.

No Assignment. The agreement is not assignable or transferable unless the agreement is modified in writing.

WMHC Right to Enter. WMHC maintains a right to enter Gibson Suite during the event for any reasonable purpose.

Insurance Requirements. Users must have and maintain insurance for injuries to persons and damage to property before and throughout the event. The user must submit the required insurance policy information to WMHC no later than 7 days before the event; this is the same deadline as the payment of the Facility Use Fee. WMHC must review the insurance paperwork submitted by the user to confirm that it meets the requirements specified in the Facilities Use Agreement. WMHC must approve the insurance paperwork submitted for the event to take place. Pay special attention if the user will be supplying alcoholic beverages at the event. If so, the general liability insurance coverage must include host liquor liability coverage. If the user is using a caterer or other vendor to supply alcohol, that vendor must have liquor liability coverage. If the user intends to sell alcohol, either the user or vendor providing the alcohol for sale, must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol. In some cases, the user's homeowner's liability insurance may provide coverage sufficient to meet these requirements. User should provide these requirements to his or her agent to confirm and provide verification to Waubonsie Mental Health Center, Inc.

Special Events Coverage. Special events coverage (ex: renting for multiple days) may be available for an additional fee to provide the liability insurance required by this agreement. User can obtain additional information and cost from Waubonsie Mental Health Center, Inc.

Termination. Waubonsie Mental Health Center, Inc. may revoke the Facilities Use Agreement if the user fails to timely comply with any pre-event requirement, for any violation of use conditions or regulations, or at any time for misrepresentation. WMHC may also terminate the Facilities Use Agreement in the event of an emergency.

Failure to Execute Agreement. Any user who refuses to sign the Facilities Use Agreement shall not be allowed to hold an event at any Waubonsie Mental Health Center, Inc. facility, including Gibson Suite. The opportunity to hold an event at a WMHC facility, including Gibson Suite, is exchanged for the user's execution of the Facilities Use Agreement, which thereby obligates the



user to faithfully abide by its terms and conditions. Any modification to the rental agreement is not acceptable.

Access and Event Times. Access to Gibson Suite and use must be within the time specified above. Date and use times include individual/organization preparation, decorating, and or rehearsal time, as well as time after the event to remove decoration, user equipment and other items.

Deposit and Facility Use Fee. The user agrees to pay to Waubonsie Mental Health Center, Inc. in the amount of \$ 100 for the use of the facility. The user agrees to pay a separate fee for deposit in the amount of \$ 100.

The Facility Use Fee and deposit must be received by WMHC at least 7 days before the event date. If either the Facility Use Fee or deposit is not timely received by WMHC, this agreement shall be automatically void and use shall have no right to use the facility.

If the user cancels the event, user shall forfeit the deposit. Cancellations must be received 7 business days prior to the event date, or no refund of the Facility Use Fee will be provided.

Decoration Limitations. Specific limitations apply as to the use of tape, balloons, glitter, candles, markers, tack, nails, other such materials, and signage. Users should consult with WMHC for a full overview of allowable decorations and signage items and to appropriately accommodate user's needs. Decorations/signage which causes damage or additional cleaning requirements will result in additional charges to the user. All decorations and all outdoor and indoor directional signage must be removed by the user immediately following the event. Open flames and the burning of any materials, including incense, is prohibited. Use of candles must receive advance approval and meet fire code regulations. Decorations must be fire retardant. Fog/Smoke machines or other equipment, which may activate fire alarms, are prohibited in the Gibson Suite.

Acceptance of terms. The User has read and understood the above terms and conditions and agrees to abide by these terms and conditions.

Special Equipment. WMHC assumes no responsibility for equipment used at the event which is supplied by the user or any other party. WMHC reserves the right to approve equipment and equipment providers. Waubonsie Mental Health Center, Inc. does not insure the personal property of the user, its employees, agents, guests or attendees against damage or loss by any means. User assumes the risk of any such damage or loss.

Publicity/Advertisement. All forms of advertising and publicity must be submitted to WMHC for approval 7 days in advance of posting or communication. When WMCH's name is used in



conjunction with publicity, inclusion of non-endorsement statement may be required. WMHC will furnish the user with such a statement. Posting of any materials in or around WMHC must be approved in accordance with WMHC.

Vehicle Parking/Unloading. User and guests must abide by all WMHC and city parking/traffic requirements, including but not limited to passenger and equipment loading and unloading regulations, observance of authorized parking locations, payment of required fees, and display of vehicle parking permits. Payments of citations which result from parking/traffic violations are the sole responsibility of the user and its guests.

Unsupervised Minors. Unsupervised minors (persons under the age of 18) are not permitted at the user's event.

No Smoking. Smoking is prohibited in the Gibson Suite and outdoors within 20 feet of the entrance to the Gibson Suite as well as at any other designated No Smoking area.

Animals. Except for animals certified to assist disabled persons, animals are prohibited in the Gibson Suite.



This Facilities Use Agreement is made and entered into on _____ (effective date) between Waubonsie Mental Health Center, Inc., located at 216 West Division Street, Clarinda, IA 51632, and:

User's full name: _____.

User address: _____.

User telephone number: _____.

Use of Facility

Waubonsie Mental Health Center, Inc. hereby permits User to use the following premises:

which is located at _____.

User shall use the facility for the following event or purpose:

(event) only and for no other event or purpose. The user acknowledges that use of Gibson Suite is conditioned on User and WMHC's execution of this Agreement and User's payment of the required Deposit and Facility Use Fee. User acknowledges and understands that no binding or enforceable agreement regarding use of the facility shall exist until and unless (1) this Agreement has been signed by User and received by WMHC and (2) User has paid the required Deposit and Facility Use Fee.

Date and Time of Use

User shall be permitted to use Gibson Suite on _____ (date of event) between the hours of _____ am pm and _____ am pm (the event date) only.

Staff: _____ Date: _____

Signature and Title: _____

User: _____ Date: _____

Signature: _____

Homeowner's Insurance Name: _____

Policy Number: _____

Policy Expiration Date: _____