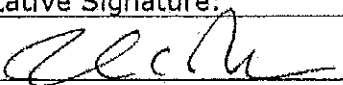




# YMCA OF GREATER CINCINNATI

## Facility Usage Agreement

{Group}:	Cooper High School Swim Team				
Contact:	Caitlin Jones	E-Mail:	caitlin.scheidt@boone.kyschools.us		
Address:	2855 Longbranch Rd	City/State:	Union, KY	Zip:	41091
Phone:	859-384-5040	Alt. Phone:	859-384-3134		
Facility Requested:	R.C. Durr YMCA Indoor Pool				
Dates Requested:	October 1, 2019-February 6, 2020; Plus 2 swim meets				
Fees:	Lane fee is \$20/hour/lane. Requesting 33 practice dates at one hour/practice at 3 lanes per practice night. This totals to be 99 practice lane hours for a total of \$1980. We charge \$200/meet. Meets are being requested for November 23, 2019 and December 14, 2019. Meet times are from 5:30-7:00 p.m. Total for the 2019/20 season is \$2380.00.				
The reception of a non-refundable deposit of \$500.00 and this signed agreement in our office confirms reservation. I understand the certificate of insurance is due 2 weeks before event. I understand the balance of payment is due 2 weeks after the end of use and based on actual numbers or 5-day advance estimate, whichever is greater. I have read, understand and agree to abide by the following Terms & Conditions*.					
Group Representative Signature:			Date:		
YMCA Signature: 			Date: 9/19/19		
JV NUMBER:					

## **Terms and Conditions**

1. **USE OF PREMISES AND SCHEDULE:** During the term of this agreement, unless other arrangements have been made, {Group} shall use the facility for conducting a program of its own design and shall comply with all applicable laws, codes, and regulations. {Group} shall notify the YMCA of Greater Cincinnati of the nature of its program, and shall supply YMCA of Greater Cincinnati with further information concerning the program upon request.
  2. **UTILITIES:** The YMCA of Greater Cincinnati shall provide water, electricity, and garbage disposal without additional charge to the {Group}. Facility usage agreements for outdoor areas may/may not include water and/or electricity.
  3. **MAINTENANCE:** The YMCA of Greater Cincinnati shall maintain the facility in good condition and shall provide janitorial services to the premises and buildings. {Group} agrees to assist in keeping the facility clean and shall leave the facility free of destruction and defacement. No equipment will be taken from the YMCA.
  4. **STORED EQUIPMENT:** The YMCA of Greater Cincinnati is not responsible for any equipment left or stored on the premises. {Group} is responsible for securing and storing any equipment.
  5. **HEALTH and SAFETY:**
    - A. The YMCA of Greater Cincinnati does not provide medical supervision, treatment, maintenance, or dispensing of medications for groups. These responsibilities belong to the {Group}.
    - B. {Group}'s contact person shall bring and have available at all times a current list of participants that includes: names and addresses, emergency contact information, and known allergies or health conditions. Also, for each participant or staff member under the age of 18 and not accompanied by their parent or guardian, a signed form granting permission to seek emergency treatment and hold harmless agreement.
    - C. Emergency transportation is available through local EMS by dialing 911. {Group} agrees to furnish non-emergency transportation.
    - D. {Group} agrees to complete and submit to the Branch Director a YMCA Accident/Incident Report in the event of serious accidents, illnesses, or incidents. Please find enclosed.
    - E. Each approved rental group is required to provide the YMCA of Greater Cincinnati a certificate of insurance adequately providing coverage for the rented facility, participants and leadership.
-

- F. The {Group} is required to familiarize group with general YMCA Rules (final authority resides with the YMCA Director or designee):

**Prohibited possession, use or practice:** alcoholic beverages, tobacco products, non-prescription drugs, inappropriate music, videos, or other materials, pets, bicycles or skate boards, motor bikes or carts, weapons, ammunition, hunting, fireworks and explosives, open flames indoors, graffiti.

**Miscellaneous:** No two people are to be off alone away from group (families excepted), sexual harassment and bullying are victim-defined and will be treated accordingly. The YMCA is not responsible for personal property and discourages valuables at the branch.

- G. The {Group} is required to familiarize group with **emergency procedures**.

- H. The {Group} will hold harmless the YMCA of Greater Cincinnati, its branches, employees, agents, and volunteers from any and all claims for injury, death, loss, or damage that may result from any individual or group participation in said facility or activity.
- I. If children are a part of the group, {Group} agrees to provide adult supervision for all general camp activities and during all times:

Children Ages:	Overnight Group	Day Group Only
4-5	1 to 5	1 to 6
6-8	1 to 6	1 to 8
9-14	1 to 8	1 to 10
15-18	1 to 10	1 to 12

6. **MISCELLANEOUS:**

- A. {Group} warrants that the person signing the Agreement has the authority to execute the Agreement on its behalf.
- B. This Agreement may be altered or amended only by written agreement of both parties.
- C. The YMCA of Greater Cincinnati reserves the right to require that the {Group} remove from the facility any persons in, or in any way connected with, {Group}'s group who, in the sole opinion of the YMCA of Greater Cincinnati, are creating a

disturbance, threatening or harassing people, disrupting activities on said facility.

{Group} agrees to permit only authorized persons to enter the facility and shall take all necessary steps to remove unauthorized persons from the facility.

- D. {Group} agrees that the total number of participants on the premises will not exceed the facility building maximum capacity at any time.
- E. {Group} understands that the YMCA of Greater Cincinnati is not responsible for personal property lost or stolen while using the YMCA facilities or while on YMCA premises.

**7. INSURANCE:**

The {GROUP} shall name the YMCA as Additional Insured and be required to carry Molestation and Abuse Liability coverage, in addition to Commercial General Liability Coverage. The YMCA shall maintain at its expense during the term of this Agreement comprehensive general liability insurance for personal injury, death or property damage arising out of negligence by the YMCA and/or its agents arising out of the use of the YMCA facility. The insurance shall be in the minimum amount of One Million Dollars (\$1,000,000) per occurrence. {GROUP} shall maintain at its expense during the term of this Agreement comprehensive general liability insurance for the protection of {GROUP} against claims for personal injury, death or property damage arising out of negligence by {GROUP} and/or its agents arising out of the use of the YMCA facility. The insurance shall be in the minimum amount of One Million Dollars (\$1,000,000).

**8. INDEMNIFICATION:**

{GROUP} shall indemnify, defend with competent counsel and hold the YMCA, its employees and agents harmless of and from any loss, damage, claim or expense including reasonable attorney's fees arising out of any negligent act by {GROUP} and/or a {GROUP} Employee or Agent which causes harm of any type to an employee or participant in the YMCA facility under this agreement.

**9. List any additional notes or terms here:**