



ILM ACADEMY

ILM ACADEMY Facility Use Agreement

Date of Application: _____

Individual Requesting Use _____

Address: _____

Cell Phone # _____ Organization: _____

Email Address (required): _____

Purpose of Use: _____

Areas of the Facility to be used: **Outdoor / Grounds** **Main Hall** **Parking** **Restrooms**

Class Rooms _____ Other _____

Date(s) of use: _____ Time From: _____

No. of Guests: _____

Food served/ allowed: None Full Meal Refreshments Coffee/Tea

Need access to Kitchen? Yes No If yes, for what purposes?

CONTRACTING INDIVIDUALS promise to closely supervise all activities on ILM Academy premises, protect the property of ILM Academy, and strictly observe the following rules:

1. Using individual or organization is required to obtain any necessary insurance.
2. This facility is smoke-free.
3. No alcoholic beverages will be possessed or consumed on ILM Academy property.
4. No commercial activity shall be conducted without prior approval.

5. Contracting individual(s) will pay for all damage and cleaning expenses beyond normal and customary use. 6. There must be a minimum of one responsible adult supervisor present at all times for every ten participants or fraction thereof. 7. All rules set by Ilm Academy for the use of the facilities must be observed. 8. This form must be completed, signed by the contracting individual(s) and ILM Academy representative, and rental payment and deposit must be made before the event will be scheduled. 9. Inappropriate behavior or use of the facilities will be cause for immediate termination of the Rental Agreement.

GENERAL CONDITIONS

It is agreed between ILM Academy, hereinafter referred to as PROPERTY OWNER and _____, hereinafter referred to as USER, that the PROPERTY OWNER, shall allow the USER access and the use of the FACILITY as conditioned and described below, subject to all the policies and procedures of PROPERTY OWNER, in consideration of \$_____.

This total fee includes the following: Facility Fees \$__200*__, staff charges \$_____, cleaning and utilities charges \$__200+100____, and other miscellaneous costs \$_____.

*Approved Not-for-profit organizations can have the facility fee waived.

Agreed Fees: \$_____ For a period of: _____

Date Deposit Received: _____ By: _____

- USER understands that no promises are made otherwise than what is contained in this agreement, that no warranties have been made that the FACILITY will be adequate for USER's planned use, and that USER accepts the FACILITY in an AS IS condition.
- USER has inspected the facility to be used and has independently determined that it is suitable and safe for their particular purpose.
- The undersigned understands and agrees that this FACILITY USE AGREEMENT does not establish an employer-employee relationship between USER and PROPERTY OWNER, that the event is neither a conducted event nor a sponsored event of PROPERTY OWNER. In addition, it is understood that PROPERTY OWNER not exercise any physical or other control over the operation of the event other than those already spelled out in this FACILITY USE AGREEMENT. In addition, USER understands that PROPERTY OWNER is not providing any supervision by this agreement.
- USER agrees to save, indemnify, and keep harmless PROPERTY OWNER against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (USER'S employees included) and damage to property, arising directly or indirectly out of obligations herein undertaken or out of the operations conducted by USER, save and except claims or litigation

arising through the sole negligence or sole willful misconduct of PROPERTY OWNER. It is

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the intention of the parties that the indemnity provided for by this agreement provides for indemnity to the fullest extent provided for by law.

- USER agrees to save, indemnify, and keep harmless PROPERTY OWNER against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (USER'S employees included) and damage to property in which PROPERTY OWNER shall be named a defendant and which involves claims arising directly or indirectly from, as a result of, or in connection with USER'S use of the premises.
- USER agrees to vacate the premises by the date and time mentioned in this document above in the condition it was handed over by the PROPERTY OWNER. All additional time taken before the control of the facility is handed back to the PROPERTY OWNER, shall be paid for according to the fee rate established by this document.
- In the event that the facility is not vacated by USER at the time specified in this Agreement in the condition it was handed over, the PROPERTY OWNER shall be and is hereby authorized to move from facility, at the expense of USER (including any storage costs), goods, wares, merchandise, or other property of any kind and description, which may be then occupying the Facility. The PROPERTY OWNER shall not be liable for any damages or loss to said goods, wares, merchandise, or other property which may be sustained, either by reasons of such removal or the place to which it may be removed, and the PROPERTY OWNER is hereby expressly released from all claims for damages of whatever kind or nature.
- Any expenses to repair any damage incurred during the use of the facility by the USER will be the responsibility of USER.
- USER agrees to keep all parts of the premises that he uses safe and clean.
- The undersigned has been given authority to act for and be responsible for the USER making this application. USER will see that the FACILITY is not misused or abused, that there is proper adult supervision at all times, that the FACILITY is used in conformity with all policies and regulations of the PROPERTY OWNER, and that all other terms of this FACILITY USE AGREEMENT are adhered to and followed.

CONTRACTING REPRESENTATIVE SIGNATURE _____

Date Signed _____

USER'S SIGNATURE _____

Date Signed: _____

