



GIRLS INC. OF JACKSON COUNTY FACILITY USE AGREEMENT

Date of Event _____ **Hours of Event** _____

This Agreement made this _____ day of _____, 2023.

by Girls Inc of Jackson County and _____
(Lessee/Organization Responsible Person)

Address: _____

Telephone Number: _____

Name of Event _____

Number of Attendees _____

Type of Rental

- Dining & Kitchen \$50 per hour
- Dining, Kitchen & Basketball Gym \$75 per hour
- Trade Show with Dining / Kitchen / Basketball Gym \$75 per hour

I/We, the undersigned, are entering into this Agreement in behalf of our party attendees and I agree to the agreement/waiver on the back side of this form.

Lessee/Organization Responsible Person Printed Name

Lessee/Organization Responsible Person Signature

Girls Inc. Representative

Total estimated Rental Charges: _____

Deposit \$ _____ Date Paid _____ CC/Check/Cash _____

Balance Due \$ _____ Balance Paid _____ Date Paid _____ CC/Check/Cash _____

Staff Assigned _____

This Agreement is subject to the following terms and conditions:

1. The Lessee/Organization agrees to forever hold harmless, Girls Inc. of Jackson County, its employees, and officials from and against any and all claims, suites, actions, damages/and or causes of action arising during the term of this agreement for any personal injury, loss of life, property and or damage to property sustained in, on, or about the said premises and from and against all costs, expenses, and liability incurred for any such claims, the investigation thereof, or the defense of any action or process brought thereon and from and against any orders and/or judgements that may be entered therein.
2. Lessee/Organization shall be liable for any damage to property or injury to persons sustained while on Girls Inc. premises. Organization, invitees, members, and guests waive all claims against Girls Inc for any damage to person or property from any cause whatsoever arising at any time while on Girls Inc premises. The Lessee/Organization and individuals attending do hereby jointly and severally indemnify Girls Inc against any and all claims arising attendant to or during the course of their presence on Girls Inc premises. In the event of accident, injury or damage to property, Lessee/Organization Person in Charge shall be responsible for providing the Girls Inc. Executive Director with a written report within 24 hours of the incident, including detailed information concerning the accident, injury or damage occurring, the name of the individual injured or property damaged, the name, telephone number and address of each witness to the incident. If any legal action is instituted in which Girls Inc is a party, named or not named, as a result of use of Girls Inc. facilities, Lessee/Organization, invitees, members and guests shall be jointly and severally responsible for all costs incurred, including attorney fees, and such other costs, losses or damages as may be incurred by Girls Inc.
3. Lessee/Organization, its members and guests shall not use or permit the facilities to be used for any purpose other than herein stated and shall not permit any violation of any law or ordinance to occur on the premises during the use period, nor shall Lessee/Organization, its members and guests permit any violation of restrictions, terms and conditions contained herein. Lessee/Organization members shall be responsible for assuring that all parties on the premises during the course of the use period shall observe and comply with all laws, regulations and the restrictions, terms and conditions contained herein.
4. The Lessee/Organization shall not damage/injure in any way any part of the building/equipment/contents of Girls Inc. If any of the building/equipment/contents of Girls Inc. shall be damaged by the acts, default or negligence of the Lessee/Organization, their guests, invitees, or agents, the Lessee/Organization will pay to Girls Inc., upon demand, such sum or sums as shall be necessary to restore the building/equipment/contents to the condition that existed prior to the rental.
5. Girls Inc. makes no representations or warranties as to the suitability of the premises or equipment to the use for which this Agreement is made. Lessee/Organization, by its person in charge named above acknowledges that he/she/they have conducted an independent inspection of the facilities and equipment and accepts the same as is for the purposes of their use.
6. A Girls Inc. staff member must be on duty at all times during the facility usage and until the last person vacates the premises. The staff member shall have authority and final determination concerning the use of the facility and equipment.
7. No weapons of any nature, intoxicating liquor, illegal substances, or smoking are permitted in or about the Girls Inc premises. Gambling in any form, loud, abusive, threatening, indecent or obscene speech, actions, or dress is prohibited. Any form of sexual misconduct, offensive touching or harassment will not be tolerated. Should any individual violate this paragraph or otherwise behave in a manner the attending staff person determines to be unacceptable, the person involved in the conduct or all persons attending may be asked to immediately vacate the premises. In the event the attending staff person requires the premises to be vacated, no security deposit or refund will be provided the reserving Organization or individual.
8. Animals are not permitted on the premises without written authorization of the Girls Inc. Executive Director in advance of the event.
9. No signs, displays, or materials may be attached in any form to floors, walls, windows, woodwork, etc. without express written approval of the Girls Inc Executive Director.
10. Lessee/Organization shall be responsible for removal of trash, clean up and restoration of the premises immediately following conclusion of the event and shall arrange for sufficient persons to assist to conclude the clean-up by the end of leased time.
11. Lessee/Organization acknowledges that the Girls Inc. facility is available for use during limited times and should be scheduled in advance through the office, all times being subject to staff availability. The absolute right to cancel this agreement and the reservation made up to 7 days prior to the event for which this Agreement is made is reserved by Girls Inc.
12. COVID-I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim of negligence. I agree that I will practice safe and social distancing and clean hygiene during my participation.
13. Lessee/Organization agrees to payment of charges pursuant to the following schedule:

For Profit Organizations and Private Gatherings:

A \$50 security and damage deposit payable at the time Agreement is signed for evening and weekend events. The deposit is applied to the total rent due after the event if there is no damage or additional clean up required. No deposit is required for events that occur during Girls Inc. business hours. A \$25 deduction per hour from regular building rental pricing if the event is during regular business hours.