



Billings Family YMCA Gym Rental Agreement

INCORPORATING A RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

Organization Name: _____ Contact Name: _____

Mailing Address: _____

Email Address: _____ Phone #: _____

Rental Dates Requested: _____

Date: _____

Gym Availability: Saturday and Sunday 5pm-7pm (after-hours) Sundays 10am-12pm, Mondays, Wednesdays, Fridays from 5pm-6pm, Mon-Fri- 5am-7am. You may have up to 2 non-members to receive the member rate.

Renting for more than just a few days? Contact Sports Director Chris Watts 294-1630 for discount rates

YMCA GYM	Y Member Rate	Non Member Rate
1/4 Fortin Gym Rental	\$25 per hour	\$50 per hour
1/2 Fortin Gym After Hours	\$50 per hour	\$75 per hour

Court rental is based on availability, and will be on a "first come, first serve" basis. The YMCA reserves the right to deny access to any group that does not follow the YMCA Code of Conduct. A non-refundable security deposit (50% of projected rental costs) must be paid at the time of application. All groups must provide their own insurance and are responsible for cleanup of the rented area. Full payment must be made 48 hours before scheduled event to secure the reservation. Cleaning fee deposit may be added at the discretion of the YMCA. Please contact the YMCA if you have any questions regarding these expectations.

Expectations:

A. STANDARDS OF CONDUCT

Outside groups are expected to abide by the rules and regulations set forth by the YMCA. Any conduct which is detrimental to the purpose of the YMCA such as gambling, use of alcoholic beverages, use of profane language or fighting, is prohibited.

B. SUPERVISION

Usage during normal YMCA business hours:

Each group shall be responsible for the conduct of their groups with a competent leader 21 years or older in charge. Adult groups must be adequately supervised depending on group

YMCA staff assumes overall supervision of the facility and all outside groups in the event that the group leaders fail to adequately supervise.

Usage during hours YMCA is normally closed:

A YMCA staff must be on duty

Parties must enter in the back and exit the west entrance

C. DAMAGE/YMCA NAME

The organization signing this agreement shall also be responsible for any extraordinary cleaning costs or damage to the building or equipment by using group.

Group will be billed to the representative agency for any damages to property.

The use of the YMCA facility does not imply endorsement or sponsorship of the group or activity.

D. RESERVATIONS

The facilities are not considered reserved until the application and a signed copy of this agreement is filed with the YMCA and all applicable fees are paid. The YMCA reserves the right to cancel prior reservations at any time.

E. RULE VIOLATIONS

Failure to comply with YMCA rules and regulations may subject the group to suspension and/ or loss of facility privileges. Anyone who misrepresents their agency or fraudulently brings in unauthorized persons is subject to immediate dismissal and loss of facility privileges. Use of group privileges by supervisors for personal use is prohibited.

In consideration of being permitted to utilize the Billings YMCA facility and of being permitted to enter the Billings YMCA for any purpose consistent with this agreement, including, but not limited to, evaluation or use of facilities or equipment, the user, for itself and all its employees, agents, representatives, assignees, and licensee agrees to the following:

1. The user hereby represents that it has inspected the premises to be leased and in its sole judgment, has found the same to be suitable for the use intended, and the user acknowledges and agrees the Billings YMCA has not made any representation or warranties of condition of the premises or fitness for any particular use.
2. The user hereby releases, waives, discharges and covenants not to sue the Billings YMCA, its directors, officers, employees and agents (hereinafter referred to as "releases") from all liability to the user, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage of any kind, and any claim or demands therefore on account of injury to person or property or resulting in death of the user, whether caused by the negligence of the releases or otherwise while the user or its employees, clients, agents, or representatives are in, upon, or about the premises including use of any facilities or equipment therein.
3. The user hereby agrees to indemnify, defend, save and hold harmless the releases from any loss, liability, damage, or cost they may incur including attorney's fees and costs incurred in defending any claim arising from the user's operations at the Billings YMCA premises, including but not limited to use of the Billings YMCA's equipment or facilities, regardless of whether such harm is caused by the sole or partial fault of the releases.
4. The user hereby assumes full responsibility for and risk of bodily injury, death, or property damage that may be incurred arising from the user's operations at the Billings YMCA premises, including but not limited to use of YMCA's equipment or facilities, regardless of whether such harm is due to the sole or partial fault of the releases.
5. The user further expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Montana and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. Billings YMCA use is a privilege. Usage may be terminated upon staff recommendation. Proper clean-up of any facility rental is required; an additional cleaning fee may be required. Food and drinks are not allowed in the gym.
7. While in the facility, children 12 years of age or under, must be under the direct supervision of an adult (21 years or older) who is within reach of the child and has the ability to respond immediately to an emergency involving that child. The only exception to this is if the child is enrolled in a supervised program or activity.
8. Individuals whose language and/or behavior are deemed inappropriate will be asked to leave. All such incidents will be documented on a Billings YMCA Incident Report Form.
9. A user shall be financially responsible for any damage to the facility caused by the user, its employees, agents, assignees, licensees or guests. All such incidents will be documented on a Billings YMCA Incident Report Form.
10. Any injury occurring on Billings YMCA property shall be reported immediately to Billings YMCA staff and documented on a Billings YMCA Incident Report Form.
11. In the event of an alarm (fire or emergency), evacuate the building in an orderly manner. All emergency exits are clearly marked.
12. In consideration of the health and comfort of our members, no illegal drug, alcoholic beverage or tobacco use is permitted in any part of the Billings YMCA or on Billings YMCA property.
13. The user shall not violate any city, county, or state law in and about the said premises. The user shall not assign this agreement without written consent of the Billings YMCA.
14. The user shall provide proof of commercial general liability coverage, including products and completed operations coverage, Contractual liability coverage to be included, providing \$1,000,000 combined per occurrence / \$2,000,000 annual aggregate.
15. The user shall name the Billings YMCA as a primary additional insured on its general liability policy with 30 day notice of cancellation, and a waiver of subrogation in favor of the Billings YMCA.

The user has read and voluntarily signs the Use of Premises Agreement and the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

Signature: _____ Date: _____

Sports Director Signature: _____ Date: _____

Approval: _____ Date: _____

For Official Use Only:

Fees: _____
Court Assignment ___
Agreement ___
Copy of Insurance ___

Copy of 501 C3 ___