



CONTRACT AGREEMENT BETWEEN
ASHLAND AREA YOUNG MEN'S CHRISTIAN ASSOCIATION
AND COMMUNITY ORGANIZATION RENTING THE FACILITY

This Agreement is made and entered into this ____ day of _____, 20 __, by
and between the Ashland Area YMCA and _____.

Whereas, the Ashland Area YMCA will rent out use of building facilities to
responsible community groups and organizations; Now therefore, in consideration
of the mutual promises contained herein, the parties do hereby agree as follows:

Responsibilities of the Ashland Area YMCA

The Ashland Area YMCA will permit _____ use of
the following areas: Swimming Pool (4 hour time frame), 2 Gymnasium, Youth
Center (for food and beverage), Racquetball Courts (Must bring your own
equipment) and the lobby/meeting room between the hours of _____ p.m. on
____, 20 __ and ending at _____ a.m. on _____, 20 __.

1. The Ashland Area YMCA will provide Professional Staff for supervision
of facility and Lifeguards.
2. The Ashland Area YMCA group rental fee will equal \$12.50 per
student/youth in the group with a minimum fee of \$800.00 which covers staff
and overhead cost. *This cost reflects 65 participants, every participant
exceeding 65 will require an additional \$12.50 per participant. Your
organization must pay the remaining cost that evening after final count.*

Responsibilities of _____

1. The _____ may have up to **65 participants** (not including chaperones), which are covered by the minimum \$800.00 rental fee.
2. _____ will provide adult chaperones with the **adult-student ratio being at least 1 to 12**. Adult chaperones as used in this agreement means persons at least **25 years** old as of the date that said property is to be rented. Chaperones must wear name tags or group shirts in order for participants and YMCA staff to recognize them as such.
3. _____ agrees to pay the Ashland Area YMCA a **\$100.00 deposit one month prior to the event date**.
4. _____ agrees to pay the Ashland Area YMCA a minimum of \$800.00 (covering 65 participants) with payment being provided to the Ashland Area YMCA prior to or the day of the event. (The deposit will be subtracted from this fee.)
5. _____ agrees to pay the Ashland Area YMCA **\$12.50 per student/youth over 65 participants** with payment being provided to the Ashland Area YMCA the day of event.
6. Before _____, 20____, _____ shall furnish to the Ashland Area YMCA a certificate from an insurance company qualified to do business in Kentucky showing that _____ has in full force and effect a policy of **liability insurance**, insuring both the Ashland Area YMCA and _____ against claims or actions for personal injuries or property damage occurring or claimed to have occurred upon or arising out of participants use of the Ashland Area YMCA premises. Such insurance policies shall have minimum limits of 1,000,000 per occurrence with a 2,000,000 aggregate for bodily injury.
7. _____ agrees to pay the YMCA for any and all property damages to the YMCA facility and its contents, which may occur during the facility rental.

Miscellaneous

1. _____ agrees to hold harmless the Ashland Area YMCA from and against any and all liability, losses, damages, claims, demands or causes for action and expenses connected therewith (including reasonable attorney's fees), to the extent caused or asserted to have been caused, directly or indirectly, by or as a result of the performance of their duties and obligations under this agreement.
2. This Agreement shall be in effect beginning _____, 20____ and terminating on _____, 20____. Either party may terminate the agreement by giving thirty (30) days of advance notice to the other party. Upon termination, this agreement shall have no further force or effect as otherwise provided herein. Should _____ terminate this agreement by giving thirty (30) days advance written notice, the Ashland Area YMCA shall reimburse to _____ \$50.00 of its deposit, within five (5) working days. Should _____ fail to give the Ashland Area YMCA thirty (30) days advance written notice of termination of this agreement, _____ shall forfeit their entire deposit.
3. _____ shall be responsible for cleaning up the areas which are subject of this agreement. Clean up, as used in this agreement, includes, but is not limited to, putting all trash in wastebaskets, changing wastebaskets & replacing with new bags and cleaning up any spills. *Please remember that food and drink are not permitted anywhere in the YMCA except the Youth Center.*
4. _____ may not enter the facility until all members are out and then must enter through designated entrance and each participant must sign in with Facility Rental Group Member. _____ must also clear the building by the designated hour otherwise a **\$50.00 per hour charge** will be added to cover staff and overhead.

5. The Mission of the Ashland Area YMCA is to put Christian principles into Practice through programs that build healthy spirit, mind and body for all. These principles include honesty, responsibility, caring and respect and are the basis for all we do as an organization. Specifically, action, which does not show respect for others and is not permitted includes:
 - Wearing inappropriate attire. Clothing with vulgar or profane writing or pictures is not allowed;
 - Offensive, abusive or instigative language;
 - Fighting or unsportsmanlike behavior;
 - Sexual display, harassment activity, language or conduct;
 - Possession and/or use of alcohol or drugs on the premises;
 - Smoking or use of tobacco in the Ashland Area YMCA or near the front entrances; and
 - Any other conduct of an inappropriate, illegal, threatening, or offensive nature.
6. No extension, change, modification or amendment of this agreement shall have any force or effect unless in writing and signed by both the Ashland Area YMCA and _____.
7. _____ shall not assign the agreement or any interest herein without prior written consent of the Ashland Area YMCA. Any such assignment without the Ashland Area YMCA's prior written consent shall be invalid and the assignee shall have no rights, or interest in said rental agreement and the Ashland Area YMCA shall have the option to void this agreement.
8. This agreement embodies the entire agreement between the Ashland Area YMCA and _____ with respect to said rental of said property and no promises, terms, conditions, representatives, warranties or agreements other than those contained herein have been made or were relied upon.
9. This Agreement shall be governed according to the law of the Commonwealth of Kentucky.

Additional Information/Policies:

1. Racquetball Courts are available for use. The facility renter must provide Racquets, balls and goggles for their group to use.
2. The Service Center will **NOT** be open and will not provide towels. Participants must bring their own towel for swimming. We **WILL** give out locks at a designated time and collect them at the end of the overnighter. Participants must have some sort of an ID to acquire a lock. (They may use keys if they do not have an ID) No exceptions, sorry. If locks are not returned the participant/or rental group will be charged a \$10.00 replacement fee per lock.
3. ***Reminder: Chaperone to participant ratio is 1 to 12. Their must be chaperones in every area of use at all times including the front door and youth center door. We recommend that you also have someone patrol the parking lot. Chaperones should refrain from working out/ playing sports when they are in charge of supervising participants.***

IN WITNESS THEREOF, _____ and the Ashland Area YMCA have executed this Agreement as of the day and date first written above.

(print facility group name)

ASHLAND AREA YMCA

By: _____
(print leaders name here)

By: _____

Title: _____
(leaders official title)

Title: _____

Date: _____

Date: _____