

Raritan Valley YMCA
144 Tices Lane
East Brunswick, NJ 08816
732-257-4114

Dear Group Leader,

Thank you for choosing the Raritan Valley YMCA as a place for your group's activity. To secure rental space, please read the terms of use and complete and return the application with a current certificate of insurance that meets the below specifications. Your signature and insurance certificate are necessary to secure the facility. Please remember to follow these procedures when using the YMCA facility.

1. When you or your first representatives arrive, they must check in at the front desk and sign in. Use that starts early or goes beyond the designated time will be billed for an additional hour.
2. A staff member will review the facility space with you or your representative before your departure. Note: sinks, electrical boxes, doors and access cannot be blocked! No candles, heat sources, or inappropriate signs, language, displays.
3. Areas used must be left clean and returned to their original condition with all trash bagged and tied.
4. Extra dates, extended time or new events require advance notice/approval.
5. Children should not enter the locker rooms or be left alone at any time for child protection purposes.

The facilities are not considered reserved until the application and a signed copy of this agreement is filed with the YMCA, approved by the supervising YMCA Director or the designee, and the required deposit paid, and certificate of insurance is accepted. The YMCA reserves the right to cancel a prior reservation at any time.

Please note that all groups must provide a Certificate of Insurance naming the YMCA as additional insured with a minimum of \$1 million dollars in general liability coverage. additional insureds on any applicable insurance policy (including sexual abuse and molestation policy). The "Additional Insured endorsement should not contain any limiting language as to the insurance carrier's liability.

If you have any questions, please feel free to contact me at the Raritan Valley YMCA, 732-257-4114. We are happy to have you here.

Sincerely yours,

Gina Stravic
Executive Director

BUILDING USE TERMS

CLEAN UP

Lessee agrees that its use of the facility will be conducted in a manner consistent with the values of the YMCA and that it shall comply with the YMCA rules. Lessee agrees that it shall be responsible for cleaning up and all damage to the facility, normal wear and tear excepted, that results from its use of the facility. Lessee understands that the YMCA is not responsible for items stored at or left in the YMCA. If Lessee fails to do so, YMCA may, at its sole discretion, retain Lessee's security deposit as previously stated herein.

SUPERVISION

Each group shall provide a person 21 years of age or older who is responsible for the enforcement of the standards of conduct defined herein. Youth groups must have at least one such person for each [10] youth unless prior written approval is obtained from the Executive Director of this YMCA in writing. The using group is responsible for the safety of the children and preservation of the condition of all areas of the facility, with which they come in contact, including the parking lot and restrooms. They should never

be left alone with a single child! The YMCA reserves the right to have one of its staff attend any meeting or event held at the YMCA.

USE OF THE YMCA'S NAME

Use of the YMCA facilities does not imply endorsement or sponsorship of the event or the group by the YMCA. Publicity shall be designed in such a way that no suggestion of endorsement or sponsorship is implied. All publicity and public mention of the YMCA must be approved in advance by the supervising YMCA Director.

DECORATIONS

All decorations must meet local fire department regulations and be approved by Y staff. They must not damage walls, curtains, woodwork, etc. Items may not be hung from the ceiling. Use of nails, screws, tacks or scotch tape is prohibited. All decorations and their attachments must be removed immediately after the event.

ROOM ARRANGEMENT

Room arrangement and set-up are the responsibility of the using group. Chairs and tables are not to be moved from one room to another without prior permission of the staff, in which case they must be returned to their proper room when the event is over.

FOOD/CATERING

The YMCA allows catering services or food brought in; however, any incidental expenses incurred by the YMCA because of such catering shall be paid for by the using group. The food and drink are limited to specific areas. There is no kitchen on site.

I have read and agree to the Building Use Terms.

Signature of Authorized User Organization Representative

Date

FACILITIES USE AGREEMENT

The undersigned, on behalf of the group or organization using the subject YMCA facility, represents that he/she is a representative of the organization authorized to enter this facilities contract by and binding between the YMCA and the organization. In so doing, the undersigned, on behalf of the organization, agrees as follows,

1. It is agreed that the user organization will defend, hold harmless, and indemnify the YMCA against all claims and losses arising in any way out of the use of the facilities by the organization and any of its members or participants. Furthermore, the agreement requires third parties to defend and indemnify the organization for claims stemming from sexual misconduct and molestation.
2. The user organization has a policy of comprehensive general liability insurance, with limits of \$1,000,000 personal injury, sickness, or death per any one occurrence and one \$1,000,000 for loss or property damage per any one occurrence. The user hereby agrees to provide the YMCA with a certificate of insurance reflecting the liability insurance covering both the User and the YMCA. It is understood that such certificate of endorsement shall specifically identify the YMCA as an additional insured to the contract of insurance issued to the User and shall not limit the YMCA's coverage to the acts or omissions of the User. The insurance carrier shall not look to any insurance of the YMCA for contributions towards any liability claim involving the user organization or arising out of the use of the facilities by the user organization or any of its members or activity participants. The user organization policy carrier shall be required to notify the YMCA within 30 days of any changes to the policy or terms of coverage and of any cancellation of the policy by the insurance carrier or the user organization. The policy of liability insurance on which the YMCA is named as an additional insured shall be enforced throughout the period that the YMCA facility is used by the user organization.

3. User organization represents that it has Workers' Compensation Insurance, including Occupational Disease in accordance with the state laws of a limit of \$500,000 per Person and \$500,000 per accident; and

4.A representative of the third-party user group must read, sign and review the Y's organization's Code of Conduct with its consumers and report any violations of the code to the YMCA Director in writing.

5. This agreement requires third parties to adhere to our organization's child abuse prevention training and criminal background screening practices including multi-state criminal background checks and sex offender registry checks should there be any integrated programming *without YMCA staff present*. For the safety of both groups we suggest that all individuals responsible for consumers with the third-party rental group have received some minimal abuse prevention training (which can include the identification, prevention, and reporting of sexual abuse). Also suggested are defined supervision procedures and random observations for monitoring their program participants (i.e., adult-to-consumer ratios and management of high-risk activities and locations). Lastly, the agreement requires third parties and facility renters to report policy violations and incidents or allegations of sexual misconduct back to the YMCA, and to follow mandated reporting requirements

It is understood by the user organization that the use of facility reservation is not confined until the YMCA Executive Director approves the agreement, the Certificate of Insurance is received and accepted by the YMCA, and the deposit is paid.

Fees will be arranged based on space, time and numbers.

I have read and agree to the Facilities Use Agreement.

Signature of Authorized User Organization Representative

Date

Printed Name of Authorized User or Organization:

Title/Position of Authorized User/Organization Representative:

Address of Authorized User or Organization Representative:

Telephone Number(s) of Authorized User or Organization Representative:

Email Address of Authorized User Organization Representative:

Type of Event:

Duration of Event(s):

Event(s) Times:

Facility Space Being Rented:

Rental Fee(s): Fees are arranged based on space, time and attendance.

Security Deposit Requirement:

Additional Fees: Late Fee is \$75 for each 15 minutes over the contracted time. In addition to the regular building service charge, when the YMCA is used during hours that it is normally closed, there is an additional charge for building supervision by a YMCA employee. This fee is paid to the YMCA when the usage occurs.

Certificate of Insurance:

Signature of Authorized User Organization Representative

Date

Signature of Executive Director

Date

Raritan Valley YMCA, 144 Tices Lane, East Brunswick, NJ 08816 732-257-4114