

FACILITY-USE AGREEMENT

Old Overton Gym

353 West Thomas
PO Box 313
Overton, NV. 89040
Phone: (702)397-2002

Name/Group _____ Contact Person _____

Mailing address _____ Phone _____

Email address: _____ Cellular _____

Facility Desired: Main Gym Kitchen Dance Room Game Room Study Weight room

Date Requested _____ Time _____ Until _____

Purpose _____ Number of Participants _____

BUILDING USE FEES

Current Century Club Member (\$100) _____

Non Member or For-Profit Organizations (\$300) _____

Frequent User Program (per week/month/day) _____

Notes: _____

Certificate of Insurance REQUIRED

Certificate of Insurance WAIVED

Must list Society to Preserve Old Overton Gym and Clark County School District Board of Trustees as additionally insured.

I understand:

- School operations must take precedence in use of facilities.
- While every attempt will be made to avoid conflicts, and any payments will be prorated for cancellation, the school may cancel any session or use in its sole discretion by notifying the contact person named above.

I also agree:

- That I have inspected the facilities that I propose to use and they are safe for such use.
- To be responsible for any damages, injuries, or claims to any property or person involved in or resulting from any of the activities listed above, and I hereby indemnify Old Overton Gym against any claims, actions, or losses based thereon.
- The facilities will be cleaned and all furniture will be placed in original location or I will be subject to cleaning charges.
- I will notify Old Gym immediately of any changes in our agreed schedule.

FACILITY USE AGREEMENT

1. This Agreement grants a personal license only, and does not create a tenancy. It may not be assigned to or used by any other organization or person. It may be revoked or cancelled by the School District or Old Overton Gym without liability at any time for any reason.
2. The user agrees to the terms of the Facility Use Agreement.
3. User agrees not to violate any applicable laws, regulations, or ordinances, and will pay any and all fines, penalties, taxes, and increased insurance premiums, if any, in any way arising out of such use. Licensee acknowledges that it is aware of the maximum lawful room capacities and will abide thereby. Licensee will not interfere with any other uses or activities of the Old Gym. Licensee represents that it is licensed and legally authorized to conduct the event(s) contemplated hereunder,
4. There will be NO TOBACCO PRODUCTS, NO ALCHOLIC BEVERAGES, or NO ABUSIVE LANGUAGE in any Old Overton Gym Building at any time and violation of the above may be cause for immediate removal.
5. User agrees to conduct its activities and *to supervise and control it participants* in all ways consistent with the primary use of said facilities as a community facility and to prevent use or conduct which would interfere in any respect with the status and use of the Old Overton Gym and its property and neighbors.
6. User agrees to defend, indemnify and hold harmless the Old Overton Gym, its officers, members, staff, agents and volunteers from all claims, losses, costs, obligations and liabilities for injuries to any persons or for damages to or loss of property of any kind in any way arising out of User's use hereunder, whether or not arising from any negligence, fault or legal liability of Old Overton Gym or its officers, members, staff, agents, or volunteers.
7. User, as a condition of its use, will deliver to Old Overton Gym at least seven days prior to its use hereunder a certificate of insurance giving evidence that User will be covered during the event(s) by a policy or policies of insurance providing at least: Comprehensive General Liability of \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage, including Blanket Contractual Products Liability (if food is to be served at User's event) and Worker's Compensation Coverage (if applicable) and, if User is a corporation, written evidence of Licensee's status under I.R.C. 501 © (3); and such other items as may be reasonably requested by The Old Gym hereunder.

8. Other:

9. Agreements are subject to termination upon reasonable notice.

User

Date

Authorized Old Gym Representative

Date

_____ I have received a cleaning list

_____ I have received A Certificate of Insurance

Initial User

Initial Old Gym

Old Overton Gym

Cleaning & Check List

It is the goal of The Old Gym Board of Directors and volunteers to bring life back to the building and keep this landmark available to the community.

In order to insure that this facility stay in great condition and at little cost, it is critical that you and those in your group understand that following these guidelines will result in continued and smoother operation.

When Using the Facility:

No unattended children should ever be left in the building!

Please remember to clean up the rooms you have used, always check the bathrooms for running water and notify Old Gym to any detected or suspected problems.

Gym: FIRST WASH then stack and put away any tables and/or chairs used, and empty trash (trash goes in bins next to the pool). The trash bags and cleaning supplies are in the supply room (off the Gym to the right of the kitchen window).

Kitchen: Clean counter tops, stove, fridge, microwave, empty trash and clean the floors (put the dirty rags in the RAGS bucket). Take your items from refrigerator.

Game room: FIRST WASH then stack and put away any tables and/or chairs used, and be sure the TV games and lights are turned off and the doors are pulled and locked tight.

Meeting room: Put chairs back, vacuum if needed and make sure light is turned off and the door closed and locked behind you.

Dance Room: Dust mop floors and empty trash (trash goes in bins next to the pool); and please clean mirrors when needed.

Please be sure that lights are off, all doors are locked
and closed when leaving...

Your Old Gym Volunteers Thank You!