

## **Sample YMCA Facility Use Agreement & Guidelines**

*This guideline is intended for use by YMCAs as a minimum recommendation for use and rental of YMCA facilities by non-YMCA groups. Items in [ ] are suggestions each YMCA should evaluate.*

### **PURPOSE**

The YMCA's purpose is to develop and improve the spiritual, social, mental and physical life of youth, adults and families in accordance with the spirit and teachings of Jesus; and in cooperation with other organizations and individuals, to render such services in the community as will secure better economic, social and moral conditions for youth and adults.

The purpose of the YMCA's building is to provide an administrative and program headquarters to accomplish the above purposes.

This agreement is to assure that the party or group using the YMCA's building understands the conditions under which use of the requested facility is granted.

### **PRIORITY OF USE**

All YMCA operated programs have first priority for use of the Y property. It is the policy of this YMCA to make its facilities available to other individuals and groups in the following order:

- Group A: Community youth organizations whose purpose and goals are similar to the Y's and where their programs will not conflict with the purpose of the Y.
- Group B: Non-profit community service organizations and church groups who support the objectives of the YMCA by their stated purposes and actions and whose programs are not in conflict with the purpose of the YMCA.
- Group C: Private parties, business organizations, and fraternal groups (excluding political action groups) and individuals whose programs are not aimed at profit making for the group and/or individual (thereby jeopardizing the YMCA's non-profit tax exempt status) nor in conflict with the purpose of the YMCA. [Excluding wedding receptions].

For Profit Groups or Businesses are not to be considered eligible for use of facilities.

## **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 with the YMCA Executive Director.

## **SUPERVISION**

Each group shall provide a person [21 or 25] 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] youths unless prior written approval is obtained from the Executive Director of this YMCA in writing. The using group is responsible for preservation of the condition of all areas of the facility, with which they come in contact, including the parking lot and restrooms. The YMCA reserves the right to have one of its staff attend any meeting or event held at the YMCA.

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 service charges are paid.

## **DECORATIONS**

All decorations must meet local fire department regulations and be approved by Y staff. They must not damage walls, curtains, woodwork, etc. Use of nails, screws, tacks or scotch tape is prohibited. All decorations and their attachments must be removed immediately after the event. Decorations may be done prior to the time of the event if 1) it is completed during normal YMCA hours, and 2) the room is available.

## **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.

## **CATERING**

[The YMCA allows catering services; however, any incidental expenses incurred by the YMCA as a result of such catering shall be paid for by the using group.] No meals can be served and no access to the kitchen or pantry is to be allowed unless an approved person handles it.

## **RESERVATIONS**

Facilities may not be reserved more than [90 days] in advance for day and weekend use, or more than [30 days] in advance for weekday evenings; an exception may be made, at the discretion of the Executive Director, for groups reserving for regular usage over an extended period. The facilities are not considered reserved until the application and a signed copy of this agreement is filed with the YMCA, approved by the YMCA Executive Director or his 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.

## **DEPOSITS**

A service charge to cover the cost of utilities and normal clean-up is due [24 hours] prior to the use of the facility. A non-refundable deposit is required at time of application. The balance of payment is required at [24 hours] before use.

A cleaning/security deposit is required of all non-YMCA groups using the [Multi-Purpose Room or any other room] with decorations and/or meals or refreshments served. This deposit, less charges for cleaning or damage costs, is refundable within [10 days] after the event. In the event clean up or damage costs exceed the amount of the cleaning/security deposit, the undersigned shall be liable for payment of such cost.

## **CLEAN-UP AND DAMAGE COSTS**

The person signing this agreement shall also be responsible for any extraordinary cleaning costs or damage to the building or equipment by the using group. For groups making regular use of the YMCA facility, the usage fee may, at the discretion of the Executive Director or his designee, be adjusted upward to cover such costs. The YMCA assumes no responsibility for property brought into the building.

## **INSURANCE**

Non-YMCA groups are required to name the YMCA as an additional insured on their policy and deliver to the YMCA a Certificate of Insurance in accordance with the requirements of the YMCA policy manual. The "Additional Insured endorsement should not contain any limiting language as to the insurance carrier's liability. It is not uncommon for insurance carriers to issue and endorsement that reflects that it will only cover the indemnitee (YMCA) for the named insured's (User's) acts of negligence. It is preferable that the additional insured endorsement not be limited, thereby covering the YMCA as an additional insured for the acts and omissions of the User and the YMCA. The "Facilities Use Agreement" should be filled out completely, signed, and on file prior to any event.

**Sample  
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 into this facilities contract by and bind 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 any and 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;
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. 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 of time 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. That the user organization has read, understands, and agrees to comply with the provisions of the Building Use Policy.

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 \_\_\_\_\_ and accepted by the YMCA, and the deposit is paid.

Event: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Times of Event: \_\_\_\_\_

Group Name: \_\_\_\_\_

Group Address: \_\_\_\_\_

Printed Name of Authorized User Organization Representative: \_\_\_\_\_

Signature of Authorized User Organization Representative: \_\_\_\_\_

Title/Position of Authorized User Organization Representative: \_\_\_\_\_

Home Address of Authorized User Organization Representative: \_\_\_\_\_

Home Telephone Number of Authorized User Organization Representative: \_\_\_\_\_

Business Telephone Number of Authorized User Organization Representative: \_\_\_\_\_

Date of Execution of the Agreement: \_\_\_\_\_

Approved by YMCA Executive Director: \_\_\_\_\_