



**USE OF FACILITIES AGREEMENT**

**Incorporating a Release, Waiver of Liability, and Indemnity Agreement**

This use of facilities agreement is between The Leipsic Community Center, an Ohio nonprofit corporation ("Center") whose address is 120 E. Main St. Leipsic, OH 45856("Premises") and \_\_\_\_\_, ("User") ... The agreement provides for rental of the \_\_\_\_\_ [Name of building/room] ("Facility") on \_\_\_\_\_ (date).

IN CONSIDERATION of being permitted to utilize the Facility as indicated below and FOR PAYMENT of the attached fees, the User, for itself and all its employees, agents, representatives and assignees, agrees and represents that it has or will inspect and carefully evaluate the Premises and Facility. It is further warranted that use of the Facility constitutes an acknowledgement that the Premises, Facility, and all equipment therein have been inspected and carefully evaluated and that the User finds and accepts same as being safe and reasonably sited for the purpose use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE CENTER FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT INCLUDING BUT NOT LIMITED TO EVALUATION OR USE OF FACILITY OR EQUIPMENT, THE USER HEREBY AGREES TO THE FOLLOWING:

1. THE USER HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Center, its directors, officers, employees, volunteers, independent contractors, and agents from all liability to the User, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to person or property or resulting in death of the Users whether caused by the negligence of the Center or otherwise while the User or its employees, clients, agents, or representatives are in, upon, or about the Premises including use of any Facility or equipment therein.
2. THE USER HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the Center and each of them from any loss, liability, damage, or cost that may incur arising from the User's operations at the Center premises, including but not limited to the use of the Center's equipment or Facility, regardless of whether such harm is caused by the sole or partial fault of the Center.
3. 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 Center Premises, including but not limited to use of the Center's equipment or Facility, regardless of whether such harm is due to the sole or partial fault of the Center. THE USER further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

1. The User shall not violate any city, county, or state law in or about the said Premises.
2. The User shall not assign this agreement without written consent of the Center.
3. Either party may terminate this agreement at any time by giving the other party thirty (30) days prior written notice.
4. This agreement is the product of joint negotiation and drafting. No provision herein will be constructed against either party on the basis that the party drafted the language in question.

THE USER HAS READ AND VOLUNTARILY SIGNS THIS USE OF PREMISES AGREEMENT AND THE INCORPORATED 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.

\_\_\_\_\_  
The Leipsic Community Center Staff Representative Signature

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Renter's Address

Date Signed \_\_\_\_\_

Date Signed \_\_\_\_\_

