

ALGONA FAMILY YMCA FACILITY USE GUIDELINES AFTER HOURS

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 the Algona Family 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].

USE OF THE YMCA'S NAME

Use of the Algona Family 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 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 the Algona Family 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 rental group.

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 Algona Family YMCA, approved by the YMCA Executive Director or his designee, and the required deposit paid and certificate of insurance is accepted. The YMCA may hold a reservation for 7 days without a deposit, if approved by the Executive Director. The Algona Family YMCA reserves the right to cancel a prior reservation at any time.

CLEAN-UP AND DAMAGE COSTS

The person signing this agreement shall 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 an endorsement that reflects that it will only cover the indemnities (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.

ALGONA FAMILY YMCA 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.

ALGONA FAMILY YMCA FACILITIES USE PRICING

Off hour rentals will be charged according to the number of users. Also, individual rooms will be available only during hours not used by membership or programming.

<u>Overnight Rental (10:00pm-6:00am)</u>		<u>Three hour rental (9pm-12pm)</u>	
50 or less	\$300.00	50 or less	\$125.00
51-100	\$350.00	51-100	\$175.00
101-200	\$400.00	101-200	\$225.00
201-300	\$450.00	201-300	\$275.00
300 or more	negotiable	300 or more	negotiable
Pool Add on	\$100.00/hr	Pool Add on	\$100.00/hr

Conference Room Rental

\$25 per hour.

Board room rental may be rented during regular facility or program hours.

AMU Gym Rental

\$35 per hour.

AMU room rental will not be offered during regular program hours.

Moss Gymnasium Rental

\$50.00 per hour for full gym

\$25.00 per hour for half gym.

Gym rental will not be offered during regular program hours.

Algona Family YMCA

Facility Reservation Request

Today's Date: _____

Completion of this form does not constitute confirmation of a reservation. The information you provide on this form will help us to customize your request, depending on the space available. To best accommodate your request, please submit **14 days** in advance. Prices for all groups can be attained from the Algona Family YMCA.

CONTACT INFORMATION

Sponsoring Organization: _____

Contact Person: _____ E-mail: _____

Billing Address: _____

City: _____ State: _____ ZIP Code _____

Phone (H) _____ (C) _____ (F) _____

EVENT INFORMATION

Certificate of Insurance (Due before rental date)

Description of Event: _____ Estimated Attendance: _____

Will there be any participants under the age of 18? Yes No If yes, how many? _____

Will there be food or beverages served? Yes No Will fees be collected? Yes No

Date(s)		Time Request (Start-Finish)
Primary		

*Must include set-up time for decorating and pre-activity organization. The YMCA reserves the right to schedule another event up to 30 minutes prior to or following approved event. Rates are for approved times stipulated on the reservation form. A charge equal to double the published hourly room rate will be added to any unstipulated occupancy (as per reservation) accrued through early arrival or late departure. Any part of an hour shall constitute a whole hour. The staff reserves the right to re-assign space when necessary and to identify suitable alternative space for the original reservation. The YMCA reserves the right to re-assign or cancel any request for space due to unforeseen circumstances.

SPACE AVAILABLE (place a check next to the requested space) _____

Pool Time: _____ to _____

The Pool offers 6 lap lanes, a diving board and a zero depth entry play area. 50 participants in pool at any given time. Pool time is to be scheduled in first three hours of rental.

FAMILY CENTER

The Family Center is a gathering place that includes activities such as ping pong, foosball, pool table, and carpet ball and air hockey.

MOSS GYMNASIUM

The Moss Family Gym is open for basketball, volleyball and indoor soccer. Volleyballs and soccer balls must be checked out at the front desk and returned after usage. No roller blades or skateboards are allowed in the gym.

RACQUETBALL COURTS

The YMCA has two racquetball courts for use. Safety glasses are strongly recommended while playing.

AMU YOUTH GYMNASIUM

The AMU Youth Gym is open for basketball, volleyball and indoor soccer. Volleyballs and soccer balls must be checked out at the front desk and returned after usage. No roller blades or skateboards are allowed in the gym.

Statement of Responsibility & Declination of Risk

The Algona Family YMCA, its Board of Directors and its employees are not responsible for the actions or omission of user groups utilizing YMCA facilities. Accidents, injuries, loss of property, damages to facility or other losses will be the responsibility of the user group requesting the use of the facilities. In addition, user groups are responsible for providing on-site supervision and notification of cancellation. Failure to provide notifications of cancellation will result in the user group being charged for expenses incurred by the YMCA, if any. Community/Outside Organizations are required to initially contact the YMCA in regards to appropriate insurance.

I agree to all the terms and conditions explained in the Facility Rental agreement. I also understand that this is only a request for reservation.

Signature: _____ **Date:** _____

For YMCA Office Use Only:

Total Due _____

Date Paid: _____

Reservation Checklist:

Rental Book

Aquatics Director (If pool is being used)

Facility Usage Book

Certificate of Insurance

Staff _____

Maintenance Staff