



CONTRACT AGREEMENT BETWEEN ASHLAND AREA YOUNG  
MEN'S CHRISTIAN ASSOCIATION AND COMMUNITY  
ORGANIZATION RENTING THE FACILITY

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
and between the Ashland Area YMCA and \_\_\_\_\_.

Whereas, the Ashland Area YMCA will rent out use of building facilities to  
responsible community groups and organizations; Now therefore, in  
consideration of the mutual promises contained herein, the parties do hereby  
agree as follows.

**Responsibilities of the Ashland Area YMCA**

The Ashland Area YMCA will permit \_\_\_\_\_, use of the following areas: Swimming  
Pool (4 Hour time frame), 2 Gymnasiums, Front Meeting Room (For food and drink),  
Racquetball Courts (Must bring your own equipment) and the lobby between the hours of  
\_\_\_\_ p.m. on \_\_\_\_\_, 20\_\_ and ending at \_\_\_\_ a.m. on \_\_\_\_\_, 20\_\_.

1. The Ashland Area YMCA will provide Professional Staff for supervision of facility and Lifeguards.
2. The Ashland Area YMCA group rental fee will equal \$12.50 per student/youth in the group with a minimum fee of \$800.00 which covers staff and overhead cost. This cost reflects 65 participants; every participant exceeding 65 will require an additional \$12.50 per participant. Your organization must pay the remaining cost that evening after final count.

**Responsibilities of \_\_\_\_\_**

1. The \_\_\_\_\_ may have up to 65 participants (not including chaperones), which are covered by the minimum \$800.00 rental fee.
  
2. \_\_\_\_\_ will provide adult chaperones with the **adult-student ratio being at least 1 to 12**. Adult chaperones as used in this agreement means persons at least **25 years old** as of the date that said property is to be rented. Chaperones must wear name tags or group shirts in order for participants and YMCA staff to recognize them as such.
  
3. \_\_\_\_\_ agrees to pay the Ashland Area Ymca \$100.00 deposit one month prior to the event date.
  
4. \_\_\_\_\_ agrees to pay the Ashland Area YMCA a minimum of \$800.00 (covering 65 participants) with payment being provided to the Ashland Area YMCA prior to or the day of event. (The deposit will be subtracted from this fee.)
  
5. \_\_\_\_\_ agrees to pay the Ashland Area YMCA \$12.50 per student/youth over 65 participants with payment being provided to the Ashland Area YMCA the day of event.
  
6. Before \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ shall furnish to the Ashland Area YMCA an Insurance Certificate qualified to do business in Kentucky showing that \_\_\_\_\_ has in full force and effect a policy of liability insurance, insuring both the Ashland Area YMCA and \_\_\_\_\_ against claims or actions for personal injuries or property damage occurring or claimed to have occurred upon or arising out of participants use of the Ashland Area YMCA premises. Such insurance policies shall have minimum limits of 1, 00,000 per occurrence with a 2,000,000 aggregate for bodily injury.
  
7. \_\_\_\_\_ agrees to pay the YMCA for any and all property damages to the YMCA facility and its contents, which may occur during the facility rental.

## Miscellaneous

1. \_\_\_\_\_ agrees to hold harmless the Ashland Area YMCA from and against any and all liability, losses, damages, claims, demands or cause for action and expenses connected therewith (including reasonable attorney's fees), to the extent caused or asserted to have been caused, directly or indirectly, by or as a result of the performance of their duties and obligations under this agreement.
2. This Agreement shall be in effect beginning \_\_\_\_\_, 20\_\_ and terminating on \_\_\_\_\_, 20\_\_. Either party may terminate the agreement by giving thirty (30) days of advance notice to the other party. Upon termination, this agreement shall have no further force or effect as otherwise provided herein. Should \_\_\_\_\_ terminate this agreement by giving thirty (30) days advance written notice, the Ashland Area YMCA shall reimburse to \_\_\_\_\_ \$50.00 of its deposit, within five (5) working days. Should \_\_\_\_\_ fail to give the Ashland Area YMCA thirty (30) days of advanced written notice of termination of this agreement, \_\_\_\_\_ shall forfeit their entire deposit.
3. \_\_\_\_\_ shall be responsible for cleaning up the areas which are subject of this agreement. Clean up, as used in this agreement, includes, but is not limited to, putting all trash in trashcans, changing trashcan and replacing with new bags and cleaning up any spills. *Please remember all food and drink are not permitted anywhere in the YMCA except the Front Room.*
4. \_\_\_\_\_ may not enter the facility until all members are out and then must enter through designated entrance and each participant must sign in with Facility Rental Group Member. \_\_\_\_\_ must also clear the building by the designated hour otherwise a **\$50.00 per hour charge** will be added to cover staff and overhead.
5. The mission of the Ashland Area YMCA is to put Christian principles into practice through programs that build a healthy spirit, mind, and body for all. These principles include honesty, responsibility, caring, and respect and are the basis for all we do as an organization. Specifically, action, which does not show respect for others and is not permitted includes:

- \*Wearing inappropriate attire. Clothing with vulgar or profane writing or pictures is not allowed
- \*Offensive, abusive or instigative language
- \*Fighting or unsportsmanlike behavior
- \*Sexual display, harassment activity, language or conduct
- \*Possession and/or use of alcohol or drugs on the premises
- \*Smoking or use of tobacco in the Ashland Area YMCA or near the front entrances
- \*Any other conduct of an inappropriate, illegal, threatening, or offensive nature

6. No extension change, modification or amendment of this agreement shall have any force or effect unless in writing and signed by both the Ashland Area YMCA and \_\_\_\_\_.

7. \_\_\_\_\_ shall not assign the agreement or any interest herein without prior written consent of the Ashland Area YMCA. Any such assignment without the Ashland Area YMCA's prior written consent shall be invalid and the assignee shall have no rights, or interest in said rental agreement and the Ashland Area YMCA shall have the option to void this agreement.

8. This agreement embodies the entire agreement between the Ashland Area YMCA and \_\_\_\_\_ with respect to said rental of said property and no promises, terms, conditions, representatives, warranties or agreements other than those contained herein have been made or were relied on.

9. This Agreement shall be governed according to the law of the Commonwealth of Kentucky.

**Additional Information/Policies:**

1. Racquetball Courts are available for use. The facility renter must provide racquets, balls, and eye protection for their group.
2. The Service Center will **NOT** be open and will not provide towels. Participants must bring their own towel for swimming. We **WILL** give out locks at a designated time and collect them at the end of the overnighner. Participants must have some sort of an ID to acquire a lock. (They may use keys if they do not have an ID) No Exceptions. If locks are not returned the participant or rental group will be charged a \$10 replacement fee per lock.
3. Reminder: **Chaperone to participant's ratio is 1 to 12**. Their must be chaperones in every area of use at all times including the front door and cardio room door. We recommend that you also have someone patrol parking lot. Chaperones should reframe from working out/playing sports when they are in charge of supervising participants.

IN WITNESS THEREOF, \_\_\_\_\_ and the Ashland Area YMCA have executed this Agreement as of the day and date first written above.

\_\_\_\_\_  
(Print facility group name)

Ashland Area YMCA

By: \_\_\_\_\_  
(Print leaders name here)

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Leaders official title)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_