

The Nature Conservancy's Grand River Conservation Campus

3973 Callender Road
Rock Creek, Ohio 44084

Facility Set-Up and Use Guide

The Nature Conservancy in Ohio offers its gymnasium for hourly, daily, and multi-day use at the Grand River Conservation Campus at 3973 Callender Road, Rome Township, Ashtabula County, Ohio at the rates described below. Sliding scale discounts on use fees are available for eligible groups at the discretion of The Nature Conservancy - see the Sliding Scale Chart for further information.

Gymnasium and use specifications are as follows:

- Year-round use subject to advanced scheduling and availability
- 8,000 square feet with concrete floors
- Maximum 500 person capacity
- 70 parking spaces with two Accessible parking spaces
- Women's and men's restrooms with Accessible stalls
- Up to 100 folding chairs are available. Set up and take down of chairs not provided
- Four 8' rectangular tables provided. Set up and take down of tables not provided
- Four basketball half- courts or two full-sized courts, with four non-retractable basketball hoops
- Two volleyball courts including nets
- On-site kitchenette includes refrigerator, sink, counter tops, storage area, and bins for trash and recycling. Plates, cups, and utensils are not provided
- Facility use hours may fall between 8am and 10pm. Special requests will be considered

Facility use does NOT include:

- Recreational or other equipment such as rackets, balls, personal protective equipment
- Food or beverages
- Plates, cups, napkins, utensils
- Instructors or on-site staff
- Overnight accommodations
- Phone (land) line
- Internet service
- Use of rock climbing wall
- Sound equipment
- Set up / take down
- Janitorial services
- Security services

Prohibited activities include:

- Firearms
- Paint balls and paint ball guns
- Motorized vehicles except mobility devices (such as wheelchairs, electric scooters, etc.)
- Animals, except service animals

- Alcohol, without prior authorization
- Staples or nails for hanging decorations or for any other use
- Confetti or rice
- Smoking anywhere inside the Facility
- Illegal activity

Use Rates

- \$50 per hour
- \$150 per half day (4 hours)
- \$300 per day (up to 8 hours)
- \$250 per day for consecutive, multi-day use

Sliding Scale Chart

The mission of The Nature Conservancy is to protect the lands and waters on which all life depends. Discounted use rates are at the discretion of The Nature Conservancy and may be available for nature/environmental/conservation related groups, 501(c)(3) not-for-profit organizations, and schools. Special requests may be considered. Discounted rates are as follows:

- \$25 per hour
- \$75 per half day (4 hours)
- \$150 per day (up to 8 hours)
- \$125 per day for consecutive, multi-day use

Facility Use Agreement

1. FACILITY. The Nature Conservancy (the "Conservancy") grants the use of the gymnasium located at _____ (the "Facility"), to

(the "User") for the event described below, subject to the terms of this Agreement, the Facility Set-Up and Use Guide, and any additional requirements as may be reasonably required by the Conservancy.

2. EVENT. User will use the Facility for the following event:

3. DATE and TERM. The date of the Event will be _____, 201____ from _____ (a.m./p.m.) until _____ (a.m./p.m.) or for the following Use Period(s):
Insert the date(s) and time(s) when the User will be allowed to use the Facility:

4. USE FEE. User will pay the Conservancy a security deposit of \$100.00 at the signing of this Agreement. User will pay the Conservancy a use fee of \$ _____ as agreed upon and within 30 days of the event day/s. Check or money order must be made out to The Nature Conservancy.

5. BAD CHECK SERVICE CHARGE. In the event the User's check is dishonored and returned unpaid for any reason, the User agrees to pay a returned check charge of \$25.

6. CONDITION OF FACILITY. User is responsible for the cleanup and removal of all materials, supplies and trash generated by the designated end time of the Event. No items may be left in the room(s) or stored after the Event unless prior arrangements have been made. User will return the Facility and immediately surround grounds to a neat, orderly, and clean condition. User will be responsible for, and liable to, the Conservancy for all repairs to the Facility required as a result of damage caused by User and/or User's guests or otherwise resulting from the Event.

7. ACCESS TO FACILITY. User and its service personnel (decorators, florists, setup crew, etc.) are allowed access to the building during the time period as stated above under *Date and Term*. An access code will be provided prior to the Event. The building will not be available prior to the agreed upon time. Any requests to drop off materials or supplies prior to the day of the Event must be arranged in advance and is not guaranteed.

8. PROVISIONS. All equipment, materials, supplies, and activities that may or may not be provided and/or allowed at the Facility are noted in the *Facility Set-Up and Use Guide*. The Conservancy is not responsible for the setup and breakdown of events.

9. DECORATIONS. While the User is allowed to decorate for the Event, no materials may be screwed, nailed, or tacked to any surface inside or outside of the Facility. Only tape that is easy to fully remove (such as painters tape) may be used. All decorations and tape must be removed at the end of the Event

unless prior arrangements have been made. No confetti or rice may be used. Candles must be contained in votives or glass hurricanes and candle use must be approved in advance.

10. DAMAGE AND LOSS. The Conservancy is not responsible for any loss or damage to materials or property of User or brought in by User or User's service personnel, agents, or guests.

11. OCCUPANCY. Occupancy of the Facility is limited to 500 persons.

12. SMOKING. Smoking is not permitted anywhere inside the Facility. Smoking is permitted outside in designated smoking areas away from the Facility.

13. PARKING. Guests must park vehicles in designated parking areas.

14. ADMISSION. User shall not charge admission to any guests or persons on the premises.

15. ALCOHOL. If alcohol will be furnished, served, or consumed at the Event, User agrees to the following additional terms:

- A. An additional security deposit of \$100 is due at the signing of this Agreement.
- B. If User will furnish or serve alcohol at the Event, User will procure and maintain, at its sole cost and expense, liquor liability insurance in which The Nature Conservancy is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. User will furnish the Conservancy with a certificate of insurance prior to the Event.
- C. User is required to use properly trained and licensed bartenders and servers to furnish or serve alcohol at the Event. If a third party is used, such third party shall procure and maintain at its sole cost and expense comprehensive general liability insurance with combined single limit coverage \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and liquor liability coverage insurance with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Conservancy and User shall both be named as additional insureds. User will furnish the Conservancy with a certificate of such insurance prior to the Event.
- D. User and/or User's guests shall not provide alcohol to persons under the age of 21 or to persons who are intoxicated.
- E. User acknowledges the Conservancy does not condone the irresponsible use of alcoholic beverages. It shall be the User's sole responsibility to monitor the use of alcoholic beverages by User's guests. User shall ensure that persons under the age of 21 are not served alcohol or have access to alcohol.
- F. Alcohol shall not be sold on the premises.

16. ADHERENCE TO AGREEMENT. It is the User's responsibility to ensure that all persons accessing the Facility under this Agreement (including all guests and service personnel) adhere to the terms of this Agreement.

17. NO WARRANTIES. User understands that no promises are made other than what are contained in this Agreement, that no warranties have been made that the Facility will be adequate for User's planned use, and that User accepts the Facility in an AS IS condition. User has inspected the Facility and has independently determined that it is suitable and safe for its particular purpose.

18. RETURN OF SECURITY DEPOSIT. Within three days following the Event, the Conservancy will inspect the Facility. If no damage to the Facility or the Conservancy property has occurred and the Facility has

been left in a neat, orderly, and clean condition, the Conservancy will return the security deposit to the User by first class mail within 10 business days. If, however, the Facility or the Conservancy property has been damaged or has not been left in a neat, orderly, and clean condition, the Conservancy may retain all or a portion of the security deposit. If the Conservancy retains any of the deposit, it will give written notice to the User specifying the amount retained and the reasons. The Conservancy's remedies for damage shall not be limited to retention of the security deposit and the Conservancy may pursue any additional remedies authorized by law to recover its damages or losses.

19. INSURANCE. The activities and the Event at the Facility shall be conducted and performed entirely at the User's risk. User shall carry appropriate hazard and liability insurance coverage written on an occurrence basis during the term of this Agreement. Upon request from the Conservancy, the User shall have the Conservancy named as an additional insured on the User's policy and provide the Conservancy with evidence that the appropriate insurance coverage is in effect. It is the intention of both User and the Conservancy that the limits of insurance shall not limit the liability of User under this Agreement.

20. RELEASE AND INDEMNITY. User, for itself, its service personnel, agents, guests and invitees, assumes all risks and hazards in connection with the use of the Facility. User releases and agrees to indemnify, defend (with counsel approved by the Conservancy) and hold harmless the Conservancy, its officers, directors, employees, agents, invitees, successors and assigns from and against any and all liability, damages, claims, loss, expenses (including reasonable attorney's fees) and judgments of any kind whatsoever which may be imposed upon, incurred by or asserted against the Conservancy and which in any way relate to the User (or any of its service personnel, agents, guests or invitees), the Event or User's activities at the Facility, including any injury (and any death resulting therefrom) to persons or damage to property. **THIS RELEASE AND INDEMNITY INCLUDES, WITHOUT LIMITATION, ANY LIABILITY, DAMAGES, CLAIMS, LOSS, EXPENSES AND JUDGMENTS ARISING OUT OF OR ALLEGED TO ARISE OUT OF, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CONSERVANCY OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, OR ANY OTHER THEORY OF RECOVERY, AND ALSO INCLUDES ALL CONSEQUENTIAL AND EXEMPLARY DAMAGES, COSTS OF COURT AND ATTORNEYS' FEES.** The Release and Indemnity provided for in this Agreement shall survive the termination of this Agreement.

21. ASSIGNMENT. This Agreement is not assignable to any other person or entity.

22. CANCELLATION. Either party may terminate this Agreement with 20 days advance notice, in which event the deposit will be refunded to the User. The deposit will not be refunded if User cancels this Agreement less than five business days before the Event.

The Conservancy may cancel this Agreement at any time in the event of power outage, force majeure or other event that may render the Facility unsafe or unusable as determined by the Conservancy in its sole discretion. Upon any cancellation by the Conservancy, User will be refunded the deposit. In no event will the Conservancy be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the Facility, even if the Conservancy has been advised of the possibility of such damages.

23. RIGHT OF ENTRY AND TERMINATION. The Conservancy, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm User's conformance to this Agreement. If the Conservancy determines, in its sole judgment, that User has breached a term of this

Agreement, the Conservancy shall have the right to immediately terminate this Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to User.

24. CONFORMANCE WITH THE LAW. User agrees to abide by and conduct its affairs in accordance with The Nature Conservancy Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. User shall not engage in or allow any illegal activity to occur at the Facility.

25. USER CERTIFICATION FOR CONFLICT OF INTEREST DETERMINATION. The User certifies that to the best of the User's knowledge the information provided on the attached Disclosure Form is true and correct. In the event that any material misrepresentation in the Disclosure Form is discovered, the Conservancy may elect to declare this Agreement null and void and immediately terminate it without refund.

26. NO USE OF CONSERVANCY NAME/LOGO. User may not use the Conservancy's name and/or logo in any way without the prior written consent from the Conservancy. In no event shall any promotion or advertisement of the Event suggest any co-sponsorship or endorsement by the Conservancy.

27. INDEPENDENT CONTRACTOR. User is an independent contractor and not the agent or employee of the Conservancy.

28. TAXES. User shall be responsible for obtaining any and all permits necessary for the Event, and filing and paying any applicable taxes.

29. INQUIRIES. All inquiries concerning this Agreement should be addressed to

30. CHOICE OF LAW. This Agreement being executed and is intended to be performed in the State of Ohio, and it shall be governed in all respects by the laws of that state.

31. MEDIATION. The Conservancy and User agree that any disputes arising under this Agreement will be attempted to be resolved through the use of mediation prior to filing any lawsuit.

32. FORCE MAJEURE. If performance of any obligation of either party hereunder is prevented or rendered infeasible by act of God, regulation of any public authority, civil disturbance, strike, epidemic, interruption of transportation services, war conditions or emergencies, or other similar or dissimilar causes beyond the control of the obligated party, it is understood and agreed that there shall be no claim for damages against the obligated party for failure to perform the obligations that were so prevented or infeasible.

33. ENTIRE AGREEMENT/BINDING EFFECT. This Agreement contains the entire agreement by the parties, and this Agreement may not be amended except by the written consent of the parties. This Agreement shall not be effective until both parties execute it.

34. SPECIAL PROVISIONS. The Conservancy and User agree to the following special provisions:

CONSERVANCY:

The Nature Conservancy

By: _____

Name: _____

Title: _____

Date: _____

USER:

By: _____

Name: _____

Title: _____

Date: _____