

Old School Facility Rental Guide, Facility Use Agreement, Indemnity, and Waiver of Liability

- Hendrix LLC must approve all requests for facility use.
- Facility users agree to use the utmost care in the use of facilities and agree to leave the facilities in clean, original condition.
- Everyone using facilities is required to abide by the building guidelines, requirements, and other restrictions regarding usage of Old School facilities. (Additional clean up fees will be charged to return facility to good, clean, original condition)
- Hendrix LLC to define specific facility provided area to be utilized on the Facility Use Agreement before first use. Those using the facility must confine themselves to the defined areas per the Facility Use Agreement and will not exceed capacity limits of requested facility areas.
- Hendrix LLC reserves the right to govern the use of the building and facilities, and as such may accept/reject any request or cancel any use at any time with or without prior notice.
- Those using the Old School building are responsible for ensuring that no state or federal building codes are violated.
- Hendrix LLC will not be required to supply equipment or staff for any users of the facilities/building.
- Due to code requirements by the Department of Industry, Labor, and Human Relations, no change, either temporary or permanent to the structure or equipment, may be made without prior approval by Hendrix LLC and a member of Hendrix LLC must be present. Costs associated with the changes will result from the organization/persons requesting changes.
- The facility user agrees that Hendrix LLC makes no representations or warranties as to the condition of the facilities being used and agrees to use such property and facilities "as is". The facility user is responsible for determining that the facilities are in proper and safe condition to be used for the intended purpose and agrees to inspect property and facilities before they are used and to take affirmative steps when necessary to warn users of hazards in order to prevent injury to property and persons. If concerns or hazards of property are found, facility user will contact Hendrix LLC immediately.
- Old School facility users shall be liable for any property damage caused by their activity. In the event of property damage, facility users will notify Hendrix LLC who shall accept the amount of repair and replacement costs as estimated and invoiced upon demand.
- No alcoholic beverages shall be sold without special permit & permission by the village of Nashotah.
- No illegal drugs or substances are allowed on the premises of Old School. Hendrix LLC reserves the right to deny persons under the influence of alcohol or any other

substance to enter building property and /or asked to leave property upon findings.

- Smoking in any form, including vaping, is not permitted in Old School building or on property.
- Exterior doors must always remain locked if not attended. DO NOT PROP DOORS OPEN AND LEAVE THEM UNATTENDED. Please call Hendrix LLC if doors need to be unlocked for some reason or discuss ahead so that arrangements can be considered. Please call for access and please call to confirm event end/closure.
- Renting facility users must get any activity use and equipment being brought in pre-approved by Hendrix LLC.
- Only the rental area agreed upon per Facility Use Agreement may be used and participants and viewing audience must be always supervised.
- Any expense incurred by setting off an alarm outside of the designated area of rental will be charged to the facility user and group if procuring cause.
- Food and drinks should remain in the cafeteria only unless otherwise discussed and pre-approved with Hendrix LLC.
- Parking for facility users is located at the back of the building (Gym side). Please let all attendees know ahead of time for ease of parking and respect for neighbors. Please encourage larger groups to carpool. Hendrix LLC can provide an overview map for further direction if requested.
- Old School facility shall be left in clean, original condition. This includes cleaning up any spills, trash in receptacles, etc. All lights to be turned off upon exiting building (excluding automatic safety lights). **Basically, after the last attendee has departed, take a walk through all areas utilized including bathrooms/locker rooms before exiting the building to ensure the facility is left in good, clean, original condition. If there are any areas that require further cleaning that you are unable to tend to for whatever reason, please call Hendrix LLC to notify as soon as possible.
- If you are concerned about the condition of the building when you first arrive, please contact Hendrix LLC immediately. Do not wait until after the activities/event/rental time.
- Hendrix LLC is not responsible for personal property of signer or the signer attendee's property. Any personal property left onsite at the end of the day unless otherwise agreed upon in writing, will be placed in lost and found held at the Old School. Please contact Hendrix LLC for any missing items. If not claimed within 1 week, items will be donated per Hendrix LLC's discretion.
- Old School is available to rent to ages 21 and over.
- Signer of Facility Use Agreement must be present at the Old School to provide supervision during all rental periods and is held responsible for the conduct and control of both participants and attendees of the function on the Old School premises.
- The signer (individual named responsible for supervision on facility use agreement/waiver) must be present from the time the Old School building is opened, while the event is in progress, and must wait until all other users of the

building have left the premises to complete Old School building secure lock up and safety measures.

- The signer is responsible for ensuring that only the spaces and equipment designated in the Facility Use Agreement will be used. It is the responsibility of the signer to see that the Old School facility is left in good, clean, original condition.

Cleaning

It is the responsibility of the signer to see that the Old School facility is left in good, clean, original condition. A cleaning fee (\$50) will be charged if the room is not left in good, clean, original condition. Clean-up includes all decorations removed and collected, wiping tables, sweeping, trash collected in trash bags in designated bins in the party room as well as bathrooms. Any party games/equipment rented will be left in the area it was found.

Insurance

The facility user signer assumes all responsibility and liability for injuries that occur to persons/participants during use of Old School building. The organization/group/facility user signer shall bear the cost of insuring against this risk and defending against claims arising from the risk. Hendrix LLC may require each group or organization to furnish a certificate of insurance coverage.

Hendrix LLC is not a sponsor or participant in the activities related to the Facility Use Agreement. Employees or tenants of the Old School/Hendrix LLC that use or participate in an organization/group/facility user activity do so outside of the course and scope of their employment and are NOT covered under their employer's Worker Compensation program.

Hold Harmless

The facility user agrees to release, protect, defend, indemnify, and hold harmless Hendrix LLC, employees, and tenants from any and all liability, claims, costs, and expenses (including, without limitation, reasonable attorney's fees and other legal costs) for personal injury, contractual liability, and damage to property sustained arising out of any and all activities of the facility user or those of its officers, employees, agents, or invitees whether such act is authorized by this agreement or not. Further, the facility user agrees to waive all rights of subrogation against Hendrix LLC.

Photos

I understand that at this event while participating or viewing, I may be photographed. I agree to allow photo, video, film likeness, prints to be used for legitimate purpose and marketing by the event holders, sponsors, organizers, producers, owners, managers, members and assigns without compensation, royalties, fees, and/or special credits.

Cancellation

Hendrix LLC reserves the right to cancel facility rentals for any reason or no reason at any time. Hendrix LLC will make every effort to provide as much advance notice as possible.

If cancellation is due to fault of facility user and written notice is given to Hendrix LLC prior to 14 days of the event on a Friday, Saturday, or Sunday, a 100% refund will be returned. Cancellation is due to fault of facility user and written notice is given to Hendrix LLC prior to 7 days of the event on Monday, Tuesday, Wednesday, or Thursday, a 100% refund will be returned. See example for details...

CANCELLATION POLICY EXAMPLE:

WEEKDAY EVENT: Event falls on Monday October 14th. Written notification of cancellation must be reported and confirmed on the Sunday October 6th.

WEEKEND EVENT: Event falls on a Friday October 28th. Written notification of cancellation must be reported and confirmed on the Thursday October 13th.

Safety and Emergencies

In the event of an emergency, facility user shall assess the situation. If facility user determines a situation serious in nature, call 911 and coordinate access with emergency responders. For any other type of emergencies, accidents, pertinent reportable situations, please contact Hendrix LLC.

Blood-borne pathogens and chemical spills should be reported ASAP to Hendrix LLC.

If fire alarm goes off, all participants must evacuate the Old School building and remain outside until given clearance to re-enter the building.

Release and Waiver of Liability, Indemnity, and Assumption of Risk Agreement

I or my minor have volunteered to participate in events utilizing Old School facility and understand that utilizing the facilities, services, equipment, and programs of Hendrix LLC, Old School for any purpose, may be hazardous. I hereby accept all risk of injury. I hereby fully and forever release Hendrix LLC, Old School, its owners, employees, members, agents, and participating instructors/coaches from all actions, claims or demands that I, my assignees, heirs, agents or participants, participants heirs, or agents now have or may hereafter have for injury or damage resulting from my or a participant's participation in any activity or program or during the time and after these activities/programs. I am responsible for any intentional damage done by myself or my participants on the premises. I am fully responsible for obtaining consent for any child on the premises for any emergency medical treatment they may be needed in case of injury or sudden illness. I do hereby authorize Hendrix LLC, Old School, and its assigned members to utilize all photographs, pictures, or other likeness of me or my participants as they deem appropriate in its promotional materials.

Indemnity-Renter agrees to indemnify, defend, and hold harmless, Hendrix LLC, their members, and employees from and against all loss or expenses including costs and reasonable attorney's fees and for liability for damages, personal injuries and property damage to the extent caused by any negligent or willful act or omission of renter(s) and/or participant(s).

By signing this agreement, guide, document, and release, the facility user (1) acknowledges receipt of the 5 pages of Old School Facility Use Agreement, and Waiver of Liability from Hendrix LLC and has read and fully understands all guidelines, responsibilities, rules, regulations, requirements, restrictions, policies, and other provisions referenced and set forth herein; (2) requests usage of Old School facilities as indicated on request form (3) accepts the Hold Harmless provision contained herein and within Hendrix LLC policy; and (4) accepts, agrees to, and will in all respects fully and timely comply with Hendrix LLC Old School Facility Use Agreement, and Waiver of Liability.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian

further agrees to save and hold harmless and indemnify each and all the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

First and Last Name (please print) _____

Email: _____ Best contact phone number: _____

Name of Organization (if applicable) _____

Signature _____ Date _____

Hendrix LLC authorizer name _____

Signature _____ Date _____