

Contact:
Joshua DePra
Property Manager
607-661-6938
theloft170main@gmail.com



BUILDING USE AGREEMENT

TERMS OF USE

(Please print or type)

1. **Date(s) of Use.** This agreement is for use on: _____ (date).

2. **Time.** Use of the facility for the event: _____ to _____.

3. **Event Type.** Circle below the option that most closely reflects the type of event to be held:

meeting party informal gathering class/lecture ceremony
other: _____

4. **Expected Number of People at Event** _____ (Limit of 49 people)

7. **Items Requested:** Please indicate which of the items listed that you will need:

Tables - number of: 6 ft Round: _____ 8 ft Long: _____

Chairs _____ Podium _____ PA system _____ Bluetooth _____ TV _____

Note that the above requested items are made available without any cost to party.

Please make arrangements with us for tech instruction and walkthrough of operation, limitations, and familiarization.

8. **Parking:** Parking is on Ossian and Main Street. There is more public parking in the village lot behind the buildings off of Elizabeth Street.

9. **Set-up:** We do not provide SET-UP of the room as to arrangement of tables and chairs, podiums, etc. Set-up time allotted to party is one hour prior to event start. If additional time is needed, special arrangements will need to be requested.

10. **Clean-up.** Please leave facilities in the same condition as upon arrival – orderly and clean. Trash should be collected and placed in trash bags and left near side door. Allotted time for clean-up is 1 hour past the ending time listed above. **[Failure to clean will result in a cleaning fee of up to \$150 based on cleaning bill]**

11. **Getting In:** Please make arrangements with Joshua to get Key or Key Code.

12. **Center's Equipment & Services.** Specific equipment needs should be finalized directly with Joshua.

13. **Right of Entry & Termination.** Event Space staff maintains the right of entry at any time during the event to ascertain that party and guests are acting in compliance with all rules and Terms of Use. Event Space staff reserves the right to terminate the event at any time during scheduled event if community center staff deems it advisable due to serious infractions of terms of use.

14. **No Assignment.** Use of the included facilities is particular to the undersigned party, the party's organization and invitees. This use agreement is not assignable or transferable to any other individual or organization.

15. **Safety of Youth & Children.** To ensure that all children and youth on Event Space property are safe, the Event Space requires that when facility use includes minors, all minors be adequately supervised at all times. It is party's responsibility to ensure such supervision is given by adults. Additionally, supervision of minors should include prohibiting minors from wandering outside of the designated facility areas, ensuring youth safety in parking areas, and to maintain proper decorum of children appropriate for the facility in use and event.

16. **USE RESTRICTIONS.** Party and guests agree to the following restrictions while using community center facilities:

- No smoking or use of any illegal substances on The Event Space grounds.
- No criminal activities or violations of local ordinances, including noise ordinance.
- No dangerous activities, including use of open flames.
- No defacing of the physical property, including but not limited to tape, staples, or nails on any surfaces.
- No explosives, fireworks, or similar items.

17. **Fire & Safety Regulations.** For the safety of party and party's invitees, all fire regulations must be observed. These regulations include but are not limited to the following: do not exceed the maximum capacity for any facility leased; do not block or otherwise impede any hallway, entryway, door, or emergency exit; do not cover any emergency exit signs.

19. **Entire Agreement.** This agreement represents the entire agreement between the parties with respect to the use of The Event Space facilities for the date specified. No representation, warranties, promises, guarantees, oral, express, or implied agreements have been made by The Event Space with respect to the use of facilities on the date specified except as expressly stated herein.

20. **Indemnification and Hold Harmless.** The undersigned Party, on behalf of the Party's organization (or himself/herself if signing only in his/her individual capacity) and its officers, members, invitees and guests agrees to indemnify and hold The Event Space, JD Panda Properties, LLC, and staff harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the facilities. Further, the undersigned Party, on behalf of the Party's organization (or himself/herself if signing only in his/her individual capacity) and its officers, members, invitees and guests recognizes and agrees that The Event Space, JD Panda Properties, LLC, and staff and insurers of any and all of them (collectively referred to as "releasees"), shall not be liable nor responsible for any damage or loss to person or property arising out of or in any manner related to the use of The Event Center's facility, property, furnishings or equipment by the Party and Party's invitees, or in the presence of the Party on The Event Center's premises.

The undersigned further agrees on behalf of the Party's organization (or himself/herself if signing only in his/her individual capacity) and its officers, members, invitees and guests to defend, indemnify and hold harmless releasees from any and all demands, claims, causes of action, and suits of any nature for any damage or loss to persons or property, of whatever cause, and even if due to the sole or concurrent negligence or strict liability of any or all of the releasees, including payment of all costs and attorneys' fees incurred by releasees, arising out of or in any manner

related to use of The Event Center facilities, equipment, furnishings or property by Party or the Party's organization (or himself/herself if signing only in his/her individual capacity) and its officers, members, invitees and guests; and further agrees to promptly indemnify and reimburse The Event Center on a replacement cost basis for any loss or damage to The Event Center facilities, property, furnishings or equipment in any manner caused by Party or the Party's organization (or himself/herself if signing only in his/her individual capacity) and its officers, members, invitees and guests and to indemnify and reimburse releasees for any and all costs and attorneys' fees incurred by any of the releasees related in any manner to enforcement of the terms of this Agreement.

The Parties, by signing below, agree to the terms as detailed in this agreement.

Party

(Signature, and title if Party is an organization) (Printed Name/Title)

Date _____

Address of party: _____

Contact numbers for party: _____

Email address for party: _____

The Event Center, JD Panda Properties, LLC

_____ Date _____

Joshua DePra,
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Hornell, NY 14843