

FACILITY USE AGREEMENT

This Facility Use Agreement (the "Agreement") is entered into this ____ day of _____, _____, by and between:

- **Owner:** Underground Railroad Education Center
- **User:** [Insert Name of Outside Group/Organization]

1. Grant of License

The Owner hereby grants to the User a temporary, non-exclusive license to use the designated portions of the Facility located at 194 Livingston Avenue, Albany for the specific purpose outlined below:

- **Permitted Area(s):** [e.g., Gymnasium, Auditorium, Conference Room Room B]
- **Approved Purpose:** [e.g., Weekly community youth basketball league]

2. Date and Hours of Use

The User shall have access to the Permitted Area(s) strictly during the scheduled intervals listed below:

- **Dates:** [Insert exact dates, e.g., October 1, 2026 to November 15, 2026]
- **Days of the Week:** [e.g., Every Tuesday and Thursday]
- **Start Time:** [Insert Time] AM/PM (includes set-up time)
- **End Time:** [Insert Time] AM/PM (includes clean-up time)

3. Fees and Security Deposit

The User agrees to remit payments to the Owner under the following terms:

- **Facility Use Fee:** \$_____ paid [e.g., in full upon signing / in monthly installments of \$___]
- **Security Deposit:** \$_____ due upon signing. This deposit is refundable within [e.g., 14 days] after the final use date, provided the facility is left undamaged.

4. Cancellation Policy

Either party may terminate this Agreement by providing written notice:

- **Notice Period:** At least [e.g., 30 days] prior to the scheduled date.

- **Late Cancellation:** Cancellations by the User with less than the required notice will forfeit [e.g., 50% of the Use Fee].

5. Facility Rules and User Responsibilities

The User explicitly agrees to adhere to the following operational mandates:

- **Max Capacity:** The User will not exceed the structural capacity of [Insert Number] occupants.
- **Condition of Property:** The premises are accepted in "**As-Is**" condition. The User must return the facility to its original layout and cleanliness levels.
- **Waste Removal:** All trash generated by the event must be bagged and deposited in designated external dumpsters.
- **Supervision:** The User must provide adequate adult supervision for all participants, especially minors, at all times.
- **Prohibited Items:** Smoking, illegal drugs, and unapproved alterations to the structure are strictly forbidden.

6. Insurance Requirements

The User must secure independent commercial insurance coverage and provide verification prior to taking occupancy:

- **Certificate of Insurance (COI):** A valid COI must be delivered to the Owner at least [e.g., 7 days] before the initial access date.
- **Minimum Limits:** General Liability coverage must equal at least **\$1,000,000 per occurrence** and **\$2,000,000 aggregate**.
- **Additional Insured:** [Insert Name of Facility Owner] must be formally named as an **Additional Insured** on the User's insurance policy.

7. Indemnification and Hold Harmless

To the fullest extent permitted by law, the User agrees to defend, indemnify, and hold harmless the Owner, its officers, employees, and agents from any claims, damages, losses, or expenses (including attorney fees) arising out of the User's operations, actions, or presence on the premises.

8. Governing Law

This contract shall be interpreted, construed, and enforced in accordance with the laws of the State of [Insert State].

9. Signatures

The parties below warrant that they possess the legal authority to sign and execute this binding contract.

OWNER:

Sign: _____ Date: _____

Print Name: _____ Title: _____

USER:

Sign: _____ Date: _____

Print Name: _____ Title: _____
