

RENTAL / USAGE AGREEMENT FOR DANBY TOWNSHIP FACILITY

For and in consideration of the allowance by Danby Township of the use of the Township Facility, either without specific dollar payment or in conjunction with any rent, the undersigned user

_____ agrees as follows:

1. The user will disclose to the Township of Danby the intended use and hours of intended use of the Danby Township Facility and agrees that the Facility will be used for those purposes and at those times and none other.
2. It is agreed that the Township of Danby assumes no responsibility for opening, securing or operation the Facility during these times, but that the responsibility for obtaining access and insuring that the building is secured after access, as well as the operation of the building during the time of use is strictly that of the user.
3. The user agrees to indemnify and save harmless the Township of Danby from any liability of any kind arising out of the user activities in conjunction with the usage of the Township Facility, including any and all injuries, losses and damages, costs, fees and action brought by any person against the township as a result of the user's usage of the Township Facility.
4. User agrees to reimburse the Township for the costs of any repairs, any cleaning or any maintenance directly resulting from the use of the Facility by the undersigned user.
5. The undersigned user certifies that the activities sought to be carried on in the Township Facility do not violate any State or Federal Statutes or local ordinances.
6. The user agrees that in any public announcements , whether published, posted or broadcasted regarding the user's scheduled event in the Township Facility, that it will clearly indicate and denote that the activity is private, and shall not in any way infer that the activity is sponsored or sanctioned by the Township of Danby.
7. The user agrees to promptly notify the Township of Danby in regard to any damage or injury known by the user to be caused to the Township Facility, and likewise, to notify the township of any possible claims of injury by any person arising out of the utilization of the Township Facility by the undersigned user.
8. The undersigned user agrees to pay promptly any repair bill or other charges levied by the Township against the user pursuant to this agreement. Any charges unpaid after 30 days shall be assessed a late fee of 1 ½ % of the unpaid balance. Should litigation be required to collect any sums from the user incurred pursuant to this agreement, the user agrees to payment of all reasonable costs and attorney's fees.
9. The user agrees to pay to the Township of Danby the appropriate security deposit of \$_____ 30 days prior to the rental/usage date. This deposit may be applied if necessary, in accordance to Item no. 4 of this agreement.
10. The user agrees to pay to the Township of Danby rental in the sum of \$_____ for the use of said Township Facility 2 weeks prior to the use date.
11. Danby Township agrees that the user shall have the use of said Township Facility on the _____ day of _____, _____ from _____ until _____.
12. The Township of Danby makes no warranty expressed or implied, regarding the suitability of the building for any purpose, and does not guarantee the serviceability or performance of the utility systems.
13. Danby Township will not be responsible for any interference with the use planned by the user based on fire, theft, storm or other acts of God, or mechanical failure of the structure or its utility systems.

14. The user has read the rules and regulations for the use of the Danby Township Facility and agrees to comply with same.

By: _____ Date: _____
Danby Township

By: _____ Date: _____
User