

BUILDING/FACILITY USE AGREEMENT
THIS IS A LEGAL CONTRACT. PLEASE READ BEFORE SIGNING.

Date of Application: _____ Requested Facility: _____
Organization Requesting Use: _____
Multi-Purpose Room: _____ Kitchen: _____ Meeting Room: _____ Other: _____
Month: _____ Day(s) of Month: _____ Time(s): _____

Facility will be furnished "AS IS".

It is agreed between Village of Milan, hereinafter referred to as VILLAGE and _____, hereinafter referred to as USER, that the VILLAGE, shall allow the USER access and to use of the FACILITY as conditioned and described herein, subject to all the policies and procedures of VILLAGE, in consideration of \$ _____.

This total fee includes the following Rent: \$ _____
Deposit \$ _____
Insurance* \$ _____

* Unless waived by the Board of Trustees

CONDITIONS FOR USE OF VILLAGE FACILITIES: USER agrees that the Village of Milan "VILLAGE" makes no representations, promises or warranties except as provided in this agreement as to the condition of the facilities which the USER is entitled to use, including any warranty that the FACILITY is fit for USER's planned use, and USER agrees to take such property and facilities "AS IS". USER's responsibility and obligation to assure that the property and facilities are in proper and safe condition to be used for the purpose anticipated before and during use; and USER acknowledges that it shall be obligated to inspect such property and facilities before they are used and to take affirmative steps where necessary to warn users or rectify hazards in order to prevent injuries to property and persons. USER agrees to refuse the use of the property if unsatisfactory conditions are not rectified prior to scheduled use. **Facilities and Village property is an ALCOHOL free zone and alcohol will not be permitted on all Village property or in the facilities.**

INDEMNIFICATION: The right to use the facility under this Agreement is limited to the undersigned USER, their invitees and guests only, and is not assignable, transferable, alienable, or devisable. In connection with the use of the premises, including but not limited to persons traveling to or from activities offered by the USER, the USER shall defend, indemnify and save the VILLAGE, and its officers, agents, representatives and employees harmless from and against any and all claims, liability, losses, damages, expenses, suits, demands, including demands arising from injuries or death and judgements of any nature arising from injuries to any persons or property during the term of this Agreement, including the cost of litigation or any appellate proceedings with respect thereto. It is the intention of the parties that the indemnity provided for by this agreement provides for indemnity to the fullest extent of the law.

ASSUMPTION OF RISK: USER hereby recognizes and acknowledges there are inherent risks of injury or death in the activity in which USER shall engage while using or occupying the

FACILITY or engaged in an activity that is related to or in connection with this Application and Agreement. The VILLAGE shall in no way be responsible for the safety of any participant or other person while using the FACILITY.

GENERAL CONDITIONS AND AMOUNT OF FEE: The undersigned has been given authority to act for and be responsible for the USER making this application. USER will see that the FACILITY is not misused or abused, that there is proper adult supervision at all times, that the FACILITY is used in conformity with all policies and regulations of VILLAGE, and that all other terms of this FACILITY USE AGREEMENT are adhered to and followed. In addition it is understood that VILLAGE will not exercise any physical or other control over the operation of the event other than those already spelled out in this FACILITY USE AGREEMENT. USER understands that VILLAGE is not providing any supervision by this agreement.

Signature: _____ Date: _____
User

Signature: _____ Date: _____
Village

INSURANCE WAIVER

I, _____ understand that insurance requirement is waived. The VILLAGE and is not responsible for any claims of damages arising from USER's use of the FACILITY. USER, and its officers, agents, representatives and employees will hold the VILLAGE and its employees, officers, and representatives harmless from and against any and all claims, liability, losses, damages, expenses, suits, and judgements of any nature arising from injuries to any persons or property during the term of this Agreement arising out of, or in connection with the USER'S or those of any of the USERS's employees, students, agents, invitees, or contractors use of the FACILITY in connection with this Agreement, including the cost of litigation or any appellate proceedings with respect thereto.

Signature: _____ Date: _____
User

Insurance requirement waived: Yes No

Signature: _____ Date: _____
Village of Milan