

MARET SCHOOL FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (the "Agreement") is made this 28<sup>th</sup> day of July 2021 by and between THE MARET SCHOOL, INC. (the "School") and [REDACTED] (the "User").

For the sum specified below, School and User agree as follows:

1. Designated Space. School grants to User permission to use the following areas at Maret School: **Gyms** (the "Designated Space"). Any space not explicitly mentioned above or designated by the School is excluded from this Agreement. The Designated Space shall be used by User solely for the purpose of **Basketball**: ("purpose") Saturday, July 31<sup>st</sup> 11am-7pm (the "usage dates").

The permission granted includes reasonable access to the Designated Space prior to and after User's use described above, for the purposes of delivering, or removing supplies, equipment, and props, subject however, to the right of School to specify reasonable conditions and time periods appropriate to School's continuing use.

2. Warrants and Covenants of User

A. Payment of Fee. User shall pay to School for the use of the Designated Space the sum of [REDACTED] payable on or before July 30<sup>th</sup>, 2021.

B. Security Deposit. In School's sole discretion, User shall pay to School the amount of \$0 as a security deposit. Upon inspection by the School following the User's use of the Designated Space, and confirmation that there are no damages, School will return the Security Deposit to User. To the extent that there are any damages, the School will retain the Security Deposit in order to make appropriate repairs to the Designated Space. User may be liable for amounts in addition to the Security Deposit in the event that there are damages to the Designated Space.

C. No Violation of Laws. User shall not conduct or permit any activities in or around the Designated Space in violation of Federal, State or Local laws.

D. Use Restrictions. User shall not sponsor or permit any level of indecent activities, conduct, exhibits, portrayals, or performances in or about the Designated Space. User will see that the Designated Area is not misused or abused and that there is proper adult supervision at all times.

E. Assumption of Casualty Risks. User agrees to assume all risk of loss by fire, theft, accident, or casualty of any kind, of its property, or that of its exhibitors, performers, employees, patrons, guests, invitees, suppliers, or contractors in or about the Designated Space, and to exonerate, defend, indemnify, and save School harmless from any claim or suit arising from such a loss. The User will provide to the School a Certificate of Insurance, showing the level of coverage and dates of coverage for all policies carried and will add The School as an "additional insured" (The Maret School, Inc.) to their policies. Failure to provide the School a Certificate of Insurance will void this Agreement.

F. Indemnification for Claims Arising Out of Personal Injury, Death or Damage to Property. User agrees to defend, indemnify, and hold School harmless from any and all claims, suits, actions, or liabilities arising out of injuries to persons, including death, or damage to property in or about the Designated Space caused by any act or omission of User or its exhibitors, performers, employees, patrons, guests, invitees, suppliers, or contractors, in connection with or arising out of User's use and occupancy of the Designated Space during the period in which the privileges are granted, or occurring in

the course of or as a result of the use.

G. No Assignment. User shall not assign this Agreement or any privilege to any person, company, firm, or other entity without prior written consent of School.

H. Maintenance of Designated Space. User shall not disassemble, alter, remove any item or fixture in the Designated Space, and shall not nail, affix, screw, or tape anything to the premises except at those places and locations expressly provided for, without the prior written consent of School.

I. Removal of Property/Security Deposit. User shall remove or cause to be removed, all of its property and equipment, and all garbage and debris, from the Designated Space and other areas of School campus, immediately after it ceases use of the Designated Space or during such time periods as may be permitted or specified by School. Should User fail to so remove its property and equipment and all garbage and debris, School may do so at User's expense.

J. Minimize Interference. User agrees to take all reasonable steps to prevent or minimize any interference with other programs, functions, or activities of School in or about the School campus and its environs that may arise in the course of or as a result of User's permitted use.

K. Keys. If User's access to the Designated Space requires keys, User shall reimburse the School for all fees involved in replacing locks and keys if the keys are lost.

L. No relationship. User understands and agrees that this Agreement does not establish an employer-employee relationship between User and School, that the event is not a sponsored event by School, and that School will not exercise any physical or other control over the operation of the event other than those already specified in this Agreement. User further understands that School is not providing any supervision by this Agreement.

### 3. Warrants and Covenants of School.

A. No Liability. School hereby assumes no liability to User for any mechanical or electrical failure, natural disaster, riot, force majeure, bomb threat, disturbance, inclement weather, or other circumstance or development of whatever kind that prevents, disrupts, or frustrates User's use of the Designated Space, it being expressly understood that User assumes risk of any such failure, circumstance, or development.

B. Severability. The invalidity or unenforceability of any provision of this Agreement, or any application thereof, shall not affect or impair any other provisions or the validity or enforceability of the remainder of the Agreement, or any other application.

C. Termination. In the event of any breach by User of any term of this Agreement, or failure by User to produce an adequate Certificate of Insurance, as determined in the School's sole discretion, School may, without prejudice to other rights and remedies and without liability to School, terminate this Agreement immediately at any time.

D. Inclement Weather. In the event that School is closed due to inclement weather, this Agreement is subject to cancellation. User must communicate with School to determine whether User can occupy the Designated Space. If the event is canceled due to inclement weather, such cancellation is without any liability whatsoever to School. In its sole discretion, School may extend to User another Agreement to use the Designated Space on another date as may be mutually agreeable.

E. Cancellation. School shall issue a full refund to User so long as the School receives written notification that the event is cancelled at least 14 days prior to the scheduled date for the event. School shall issue a 50% refund to User so long as the School receives written notification that the event is cancelled at least 7 days prior to the scheduled date for the event. School shall not issue any refund if the event is canceled less than 7 days prior to the scheduled date for the event. Regardless of when the School receives notification of cancellation from the User, the User automatically forfeits any right or claim to the security deposit.

F. Non-Discriminatory Practices. User may not sign this Agreement if User or User's organization is involved in practices, events, or activities that in any way could be termed discriminatory, in School's sole discretion. School admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the School. It does not discriminate on the basis of religion, race, color, national and ethnic origin in administration of its educational policies, admission policies, scholarship and loan programs, and athletic and other School-administered programs. User may not engage in practices, events, or activities that conflict with the School's policy.

G. Entire Agreement. This Agreement constitutes the entire agreement between the parties in respect to the Designated Space, and, except as expressly provide herein, there are no oral agreements between the parties in connection with this Agreement. No modification of this Agreement shall be binding unless such modification shall be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their representative duly authorized, as of the date first mentioned, and have signed below.

For Maret School, Inc; By: \_\_\_\_\_  
Trey Holloway, Assistant Head of School for Finance and Operations  
Date: \_\_\_\_\_

For the User: By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

User Contact Information: \_\_\_\_\_ (Name)  
\_\_\_\_\_ (Organization/Company)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (Email)  
\_\_\_\_\_ (Phone)  
\_\_\_\_\_ (Facsimile)