LE MARS AREA FAMILY YMCA:
GYMNASIUM RENTAL AGREEMENT

CANCELLATIONS/REFUNDS

- If a participant withdraws or wants to cancel 14 days prior to the party date, a full refund will be issued less a $10 processing fee.
- If a participant withdraws or wants to cancel less than 7 days prior to the start date, a 75% refund will be processed.
- No refunds offered withing 48 hours of party date. Future payments may be canceled.
- Not attending the party does not entitle participant to a credit or refund. When scheduled, the participant is reserving space, time, and staffing regardless of whether the participant shows up.
- When special circumstances arise where participation not possible (i.e. family emergency), participant may request for consideration of a credit or refund.
- The Le Mars YMCA maintains the authority to cancel a facility rental agreement at any time. The Le Mars YMCA will issue a refund if they canceled the rental in advance.

HOLD HARMLESS AGREEMENT

- The 'gymnasium renters' shall be solely responsible for the behavior of the invitees; agrees to protect, defend, indemnify and hold harmless the Le Mars YMCA, the Board of Directors, YMCA staff, volunteers, and facility members and guests from any and all claims, liabilities, demands, losses, or damage due to personal injury otherwise arising from the use of the Le Mars Area Family YMCA , by the 'gymnasium renter' or any invitees. --The 'gymnasium renter' shall indemnify and hold harmless the Le Mars YMCA from and against any and all liability, penalties, damages, expenses, and judgements by reason of injury, claim of injury, death, or property damage of any nature and howsoever caused, arising out of the use, occupation and control of the premises, or the streets, alleys, and sidewalks adjacent thereto by the Le Mars YMCA at any time during the term of the pool party rental.

DAMAGES

- A valid credit/debit card must be on file with the Le Mars YMCA prior to the event date. Any damages, messes left behind or expenses beyond the rental payment will be charged to this card. Renter is responsible for cleaning and returning it to its original state or an additional $1 - $50 cleaning fee will be charged at staff discretion.

MUST AGREE TO THE FOLLOWING

- The "gymnasium renter" is responsible for the actions of all participants. All behaviors must abide by the "Le Mars YMCA Code of Conduct." Failure to comply may result in disciplinary action at the discretion of facility staff. Consequences may include removal from the facility for a day, suspension of facility privileges for up to one week, or a longer-term or permanent ban from the facility, depending on the nature and severity of the violation.
- Sex offenders are NOT ALLOWED in our facility.
- The YMCA assumes no responsibility for lost or stolen articles.
- Your reservation is not considered booked until full payment is received and rental agreement is signed.
- Rentals cannot be made pass 30 minutes of facility closing except with prior approval.
- Adults must be on premises for the for the entirety of the event. Children must be supervised at all times.
- All members of "gymnasium renter" party must remain in the gymnasium unless designated in advance within reservation.
- The Le Mars YMCA and its property is a tobacco, nicotine, drug, and alcohol free environment, therefore there is no tobacco, nicotine, drug, or alcohol use allowed.
- Any conduct detrimental to the mission of the Le Mars YMCA, such as gambling, use of alcohol, drugs, etc. is prohibited. Anyone under the influence of alcohol or illegal substances may not remain on premises.
- The "gymnasium renter" is responsible for cleaning up the area and returning it to its original state or a fee of $1 - $50 may be charged at the discretion of facility staff.
- Late fee may be charged. $10 per every 15 minutes stayed past reservation time.
- Only the main entrance to the YMCA must be used for guest. All doors apart from the main entrance doors shall remained locked.
- Use of parking lot for anything but vehicle parking must be pre- approved.
- Admission fees may not be charged, except with prior approval.
- Rates are subject to change and will be set by YMCA staff in accordance with the annually approved YMCA budget.
- The YMCA maintains the authority to cancel a facility rental agreement at any time. The YMCA will issue a refund if the YMCA cancels the rental in advanced. However, if the YMCA dismiss the rental agreement for violations of rules and regulations of the YMCA, no refund will be issued.

The individual signing this agreement must be 20 years of age and shall accept responsibility for the conduct and activity of all those attending the event covered in this agreement.

I understand that my signature represents authorization for any person in the above named group to use the fitness studio at the Le Mars YMCA. I understand that each participant of my group is responsible for providing their own health insurance. I hereby absolve the Le Mars YMCA of any liability due to accident or injury occurred, or for lost or stolen items while here at the Le Mars YMCA. I am responsible for damages of property belonging to the Le Mars YMCA.

I have read the foregoing rental regulations and policies and agree to all YMCA standards and requirements for rentals. I also understand that I am responsible for all rental fees to be paid in full before the rental begins.

Signature: (person responsible for requesting rental) _____ **Date:**_____

Signature: (YMCA staff)_____ **Date:**_____