



eliminating racism
empowering women
ywca

MARSHALLTOWN YMCA-YWCA Facility Rental Agreement

Contact Person: _____ Phone # _____

Group Name/Affiliation Name: _____

Is your organization non-profit?: Y N Current Y member: Y N

Address: _____ City: _____ State: _____ Zip: _____

Date of Rental: _____ Time of Rental (start-end): _____

Facility Requested: HH Gym: _____ CC Gym: _____ Pool Party: _____

Meeting Room (specify): _____ Wubit Rental: _____

Overnight Rental: _____

of Participants: _____ Age/grades of participants _____ # of Chaperones: _____

Set up needed: _____

Total Rental Cost: _____ Deposit required (now): _____ Balance Due: _____

Facility Rules

User Group agrees to abide by all facility rules which are incorporated herein for reference, and agree that it is the User Group's responsibility to ensure that all User Group participants/visitors understand and abide by these rules. It is further understood that all persons not adhering to the rules will be required to leave the Marshalltown YMCA-YWCA immediately, without due recourse, and no refund will be given for the absence of such person(s).

1. The Marshalltown YMCA-YWCA is not responsible for lost, stolen, or damaged items.
2. Use of tobacco products, alcohol, or illegal substances on Marshalltown Y property is prohibited.
3. Profanity or abusive language of any kind is prohibited.
4. Violence or inappropriate physical contact is not allowed on the Marshalltown Y property.
5. Proper attire must be worn throughout the Y. Clothing that portrays graphic violence or language that is offensive will not be allowed.
6. Groups or parties with children under 18 must use boys/girls or family locker rooms only.
7. At least one (1) adult per every 15 children must be present in all areas used by group participants.
8. The party must stay in assigned area (s).
9. Groups are responsible for cleanup of areas used. Any damage of equipment or facility, or any lost equipment will be billed to the renting organization or responsible party.
10. Arrival time of 15 minutes before party is acceptable for decorating and setting up.
11. Activities or decorations beyond what is provided by the Y must be approved prior to rental date.
12. Food/beverages may be brought in, but refrigerator or freezer space, available for storage is limited.
13. Participants must be aware of posted rules at all times, including but not limited to pool, locker rooms and gym rules.

Cancellations: the Marshalltown Y staff appreciates notification of rental cancellations as soon as possible. Refunds will be given at the discretion of the Y staff.

Group Participant List: Pool parties, Wibit and private group rentals are required to complete a group participant list and sign liability waiver.

Insurance: Organizations reserving group rentals are required to name the Marshalltown YMCA-YWCA as an additional insured on their policy and deliver to the Marshalltown Y a Certificate of Insurance prior to the event date. A \$1 million liability and accident insurance policy is required.

Facility Agreement/Liability Waiver

IN CONSIDERATION OF BEING PERMITTED TO ENTER THE MARSHALLTOWN YMCA-YWCA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO FACILITY RENTAL, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE MARSHALLTOWN YMCA-YWCA WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, AND DISCHARGES AND COVENANTS NOT TO SUE the Marshalltown YMCA-YWCA, its directors, officers, employees, and agents (herein referred to as "releasees") from all liability to the undersigned, their personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the Marshalltown YMCA-YWCA, without respect to location.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the Marshalltown Y premises or in any way observing or using any facilities or equipment of the Marshalltown Y or participating in any program affiliated with the Marshalltown Y whether caused by negligence of the releasees or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about, or upon the premises of the Marshalltown YMCA-YWCA and/or while using the premises and or any facilities or equipment thereon or participating in any program affiliated with the Marshalltown Y.

The parties therefore, having fully read and understood this agreement execute the same with the understanding that it shall become valid and binding upon the tender of the non-refundable deposit and the signature of each party. Agreement must be received and binded at least 10-business days prior to rental date.

User Group Representative Signature: _____ Date: _____

Marshalltown YMCA-YWCA Representative Signature: _____