

FACILITIES/PREMISES USE AGREEMENT

1. GENERAL INFORMATION

Event Information:						
Name of Event:						
Event Date(s):	Month:		Day(s):		Year:	
Description of Event:						
"Reservation Request"						
Facilities to be used:						
Event Date(s):	Month:			Day(s):		
Purpose:						
Set Up and Take Down time	Set up for	hours bef	ore Event	Take down for	or	hours after Event
Maximum number of attendees:						
Estimated rental cost:						
Nonrefundable deposit:						
Deposit due by:	Month:		Day(s):		Yea	r:
User Information						
Legal Name						
Any DBAs ("doing business as")						
Mailing address:						
Name of User liaison:						
Title:						
Phone:	FAX:			Email:		
Insurance Certificates attached:	General Liabilit	ty				
	Workers Comp	ensation				
	Accident Insura	ance, if app	licable			
	Other, if applica	able (descri	be)	D N/A		
University Information						
Liaison mailing address:						
Name of University liaison:						
Title:						
Phone:	FAX:			Email:		

This Contract, dated this _____day of _____ _____, 20____, is between the University of Alaska, hereafter referred to as "UA" and:

User Name:________ hereafter referred to as "User".

2. <u>PERMITTED USES AND LIMITATIONS.</u> UA agrees to permit the described use of the facility/premises under the following terms and conditions:

1

A) User is solely responsible for assuring that the facility/premise is not used for any unlawful purpose or unsafe activity during its use by User and shall comply with all UA policies, rules and regulations and any applicable federal, state, or municipal law, including any applicable fire or building codes. User shall adhere to all minimum lighting requirements set by the Fire Marshall at all times during activities or events.

B) UA, for its own protection, reserves the right to enforce all applicable laws, policies, rules, and regulations. UA retains the right to enter any and all premises at any time, and on any occasion without restrictions whatsoever. User shall stop the event/activity immediately upon instruction of authorized UA personnel, and clear the facility upon the sounding of the fire alarms or at the request of UA. UA retains the right to direct the interruption of any event in the interest of public safety and to terminate such event when, in the sole judgment of UA administration or their employees or designees, such act is in the interest of public safety. User hereby waives any claims for damages or compensation should the event be so interrupted or terminated.

C) User shall ensure that no alcoholic beverages, illegal drugs, or tobacco products are brought into the facility/premises, or any part of the facility/premises, including parking lots.

D) Reservation Request: As stated in Section 1, General Information, User, "Reservation Request" above, User shall use only the described portion of the facility/premises, during the times and for the purposes stated, and shall ensure that no other portion of the facility/premises is used or entered. Anyone (including members, guests, or invitees) who enters any area other than the one designated below may be ejected from the premises. Should such a condition occur, the User will be charged the fee for use of this additional area and/or the UA may treat the occurrence as a breach of this Contract retaining any rental fees paid by User as damages.

- 2. <u>SCHEDULE OF USE PERIODS.</u> Scheduling shall be solely within the sole discretion of UA. User shall, upon request, submit written schedules of dates and times for its use of the facility/premises during periods covered by the request. Upon approval of any schedule, UA will make a good faith effort to reserve the facility/premises for the date and time requested. The parties acknowledge that there are numerous users of the facilities/premises whose time and needs UA must attempt to coordinate and prioritize. UA does not guarantee availability of the facility/premises. The UA shall have the right, and will endeavor to provide reasonable written notice to User, to pre-empt use of the facility/premises for any reason determined by UA of major importance to the UA on the condition that the UA either a) reschedule the Event(s) cancelled at a mutually agreeable time and date, or b) at the UA's discretion, refund or credit fees to User. UA's liability under this contract shall be limited to such refund or credit of the facility/premises due to UA events and unforeseen or other reasonably uncontrollable events which cause failure of the facilities to operate or function during the period of this Contract.
- **3.** <u>ADVERTISING AND PUBLICITY.</u> When utilizing UA facilities or premises, User shall ensure that, except to identify the location of the event, UA's logo or name is NOT being used in any advertising and publicity. User shall provide proofs to UA for approval of all advertising materials, commercials, flyers, whether radio, television, or print, PRIOR to advertising for an event.

- **4.** <u>CANCELLATION.</u> User must notify UA as soon as possible regarding an intent to cancel a scheduled use. If an event is cancelled, UA may require payment of a cancellation fee, rental fee, and any other previously contracted expenses.
- 5. <u>INDEMNIFICATION AND WAIVER.</u> User assumes all responsibility, risk and liability for all activities of User, its employees, agents, invitees, Users, subUsers, or licensees, directly or indirectly conducted in connection with this Agreement, including environmental and hazardous substance risks and liabilities, whether occurring during or after the term of this Agreement. User agrees to the fullest extent permitted by applicable law to indemnify and save harmless the University, its Board of Regents, officers, agents and employees, from and against all claims, demands, judgments, costs and expenses (including reasonable attorney's fees) which may arise by reason of injury, emotional distress, or death to any person, or damage to any property, which may have arisen or be alleged to have arisen in connection with negligence of the User; or which may arise or be alleged to have arisen as a result of a dangerous condition of or on the premises, unless the condition had not become more dangerous as a result of the User's activities. User shall accept any such cause or action or proceeding within 15 days of tender by the University of Alaska. This indemnification shall survive the termination of the Agreement.

User expressly waives any and all claims of whatever nature, for any and all loss or damage sustained from any cause whatever, prior, during, or subsequent to the rental period, by reason of any defect, deficiency, failure, or impairment of the premises, including, but not limited to the water supply system, heating system, wires leading to or inside the premises, gas, electric, or telephone systems, automatic sprinkler systems or from any other source whatsoever. UA is not liable or responsible for any financial loss incurred by the User due to unforeseen, extenuating or reasonably uncontrollable events, which cause failure of any or all of the facilities to operate or function during the period of this Contract.

- 6. <u>INSURANCE.</u> Without limiting its indemnification, and at least two weeks prior to the intended use, User will furnish UA with a Certificate of Insurance evidencing insurance coverage as indicated below:
 - 6.1 Check either (A) or (B) below:
 - □ (A) User's policy of commercial general liability insurance with a minimum limit of
 - \square \$1,000,000 per occurrence (standard)
 - \square \$2,000,000 per occurrence (high risk or large events, such as concerts)
 - Other:____

The commercial general liability insurance must include coverage for liability assumed under an insured contract (including defense costs assumed under contract) and shall name UA as an additional insured. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to UA.

- □ (B) User shall purchase liability insurance from the UA for a price of \$_____ (see rate schedule).
- 6.2 Workers Compensation insurance meeting the required statutory limits unless Permittee provides:
 - I) A certificate of waiver approved by the Alaska Department of Labor; or

- II) Other sufficient written proof and/or affidavit that establishes to the satisfaction of UA that User does not have any employees covered by the Alaska Workers Compensation Act.
- 6.3 Accident Insurance must be provided for camps, clinics, or other events involving children under the age of 18.
- 6.4 Other Insurance Requirement(s):_____N/A____
- 6.5 Property Insurance: UA assumes no responsibility for the loss or damage of User's property placed on or in the facility/premises, and User hereby expressly releases and discharges UA from any and all liability for loss to such property. UA recommends that User maintain property insurance sufficient to cover any items brought to UA facilities/premises. UA shall have the sole right to collect and have custody of all articles left in the facilities/premises fifteen (15) days after the intended use of the facility.

User shall purchase at its own expense, and maintain in force at all times during the term of this Agreement, the insurance required in this section. Failure to furnish satisfactory evidence of insurance, lapse of a policy, or inadequate limits, is grounds for termination of this Agreement. All insurance limits are minimums. If the User's policies contain higher limits, then UA shall be entitled to coverage to the extent of such higher limits.

- 7. <u>EQUIPMENT</u>: Generally, the User must provide all equipment needed by User. Storage space will not be provided. User shall have the right to use UA equipment only if the parties sign an approved equipment list, which upon execution, shall be incorporated herein as **Addendum No. 2**. User shall keep any equipment owned and used by User at the facility/premises in good working condition at all times at User's own expense. The User shall be responsible for repairing or replacing any equipment or other property owned by UA and used by User that is lost, damaged or otherwise rendered unfit for use for reasons other than reasonable wear and tear. Any and all damages that result from User's failure to maintain its equipment in proper working order are the responsibility of the User and will be expeditiously mitigated or repaired at the User's expense. UA reserves the right to make or contract repair of such damages, as it deems appropriate, and to bill the User for the actual costs of parts, materials and labor, and any potential loss of use of the facility/premises.
- 8. <u>USER DEMEANOR.</u> In the event that User is not the sole user of the facility/premises during schedule use periods, User, and all participants, employees and invitees shall conduct themselves in a professional, inoffensive, and unobtrusive manner.
- **9.** <u>CLEANING, VANDALISM and OTHER DAMAGES</u>. During the periods of facility/premises use by User, User shall be responsible for the control of its members, agents, employees, participants, spectators, and others admitted to the premises by User. User shall be responsible for repair of all vandalism and/or damages and for the expense of cleanup at the conclusion of each use. User shall not drive, nor permit to be driven, any nails, hooks, tacks, or screws in any part of the building, nor shall User make, or allow to be made, any building alteration of any kind. User must perform general cleanup at the conclusion of the event. General cleanup includes the cleaning necessary to return the facility/premises to a clean, safe, orderly, and sanitary condition.
- 10. <u>ADDITIONAL SERVICES</u>. User shall reimburse UA for any and all services not included in this Contract but requested by User or required to fulfill User's responsibilities under the terms of this

Facilities/Premises Use Agreement – Long Form

Contract including, but not limited to, cleanup not accomplished by User. Charges for any such items will be billed to the address of the User as shown below and are due in full upon receipt of the billing.

- 11. <u>FEES.</u> User agrees to pay to UA the sum itemized in **Addendum 1**, FEE SCHEDULE, for the use of the facility/premises. Said sum will be paid at least seven (7) days before the use of the facility/premises unless other arrangements are mutually agreed upon in writing in the Addendum.
- 12. <u>ASSIGNMENT.</u> No benefit under this Contract may be assigned nor may any duty under this Contract be delegated without the written consent of the other party.
- **13.** <u>AMENDMENTS.</u> This Contract may not be added to, modified or changed in any way except by written agreement signed by both parties.
- 14. <u>NO WAIVER.</u> The failure of UA to insist upon the strict performance of any provision of this Contract or to exercise any right, power or remedy upon a breach thereof shall not constitute a waiver by UA of any such provision, breach or subsequent breach of the same or any other provision.
- **15.** <u>INTERPRETATION.</u> This Contract constitutes the entire agreement between the parties, superseding all previous representations, discussions, and agreements between the parties. This Contract shall be binding upon and shall inure to the benefit of the successors and, subject to the provisions relating to assignment, the assigns of each of the parties. This contract shall be interpreted under the law of Alaska, choice of law excepted. Suit or claims arising out of the use or this Contract shall be brought in the superior court of the First Judicial District, at Juneau, Alaska.
- 16. <u>MINORS.</u> If User's event involves minors, the following conditions shall apply:

A. User shall defend, indemnify and hold harmless the University, its Board of Regents, officers and employees, from and against any and all claims, causes of action, losses liabilities, damage or judgments directly or indirectly related to any mental or physical injury or death arising out of its contact or its conduct or the contact or conduct of its directors, employees, subcontractors, agents or volunteers with minors including sexual abuse of minors as defined by Alaska statute.

B. User shall purchase an insurance rider that names the University as an additional insured and covers and protects the University from claims and losses for the abuse defined in A. above and provide the University with a copy of that rider prior to the commencement of work under this contract

C. User shall present the University with certification prior to the commencement of work under this contract that all employees, directors, subcontractors, agents or volunteers that may have Contact with minors shall:

- 1. Be trained and certified in the identification, prevention and reporting of the sexual abuse of minors;
- 2. Undergo a local, state, and nationwide criminal background check and national sex offender registry check;
- 3. Be prohibited from working under this contract involving minors if they:
 - i. have been convicted of a crime of violence, neglect, or abuse against a minor,
 - ii. are a registered sex offender,
 - iii. have been convicted of an assault, reckless endangerment, neglect, or
 - iv. have been convicted of possession of child pornography.

- 4. Adhere to the User's written policies related to the supervision of minors. At a minimum the Users supervision procedures should include:
 - i. Minimum adult to minor ratios;
 - ii. How to supervise minors during overnight activities;
 - iii. How to supervise minors during bathroom and showering activities;
 - iv. How to supervise minors during activities that are associated with water use, including, but not limited to, pools, showers, bathing areas, swimming, etc.;
 - v. How to supervise minors during transition times, including drop-off and pick-up.

D. Failure to satisfy A, B, C above may result, at the University's sole discretion, with immediate termination of this contract, without regard to any other termination provision.

- 17. <u>NOTICES.</u> Any notices concerning this Contract and all notices required by this Contract shall be given in writing and shall be personally delivered or mailed to the addresses designated by the parties in Section 1, General Information.
- **18.** <u>SIGNATURES.</u> IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement:

USER:		UNIVERSITY OF ALASKA	
BY:		BY:	
(Signature)		(Signature)	
(Print name)	(Title)	(Print name)	(Title)
DATE:		DATE:	
I further state that I have authority to act named organization.	in behalf of the above		

Form Distribution: UAS Contracts

User

ADDENDUM NO.1 NOTE – Campus may insert individual fee schedules as needed in place of this Addendum.

FEE SCHEDULE

Date_____

1. <u>Fees.</u> User shall pay UA the following fees and rates. Minimum charge is 1 hour.

 \Box Prior to Use or \Box Upon Invoice (check box)

FACILITY	HOURLY RATE	HOURS	DAILY RATE	OTHER	TOTAL
RENTAL FEE WAIVED					FEE WAIVED
OTHER FEES					
Facility Manager or Assistant Manager					
Revenue (15% of gross sales required for Agreement Processing Fee	rentals generati	ng income)			
Agreement Processing Fee					
Custodial Fee (if necessary for clean-up)					
Security Fee					
Cancellation Fee					
Equipment Fee					
Other					
TOTAL					\$

2. Payment of Fees & Other Rental Requirements. Note: Campus may customize this section as needed.

- a. The User shall pay all fees due under this Contract in advance of use, or upon receipt but no later than thirty days of invoice date, if invoicing has been agreed upon. Fees paid after this date shall be subject to a late fee of \$25.00. Invoices not paid within 60 days after date of invoice will result in cancellation of the right to use UA facilities.
- b. Labor (actual costs) are billed at a minimum of \$_____ per hour
- c. Lifeguards must be provided for each 25 people or any part thereof. User may supply own certified lifeguard(s), but at least one UA lifeguard must be used.
- d. A climbing wall certification is required for climbing wall rental.
- e. An event is defined as one activity in a 4 hour block of time calculated from when the group begins using the facility until the group leaves.
- f. The use of certain facilities may require the employment of a Facility Manager and at least one monitor person. These costs are to be paid by the rental group. Additional costs for monitor, custodial, and food service personnel will be charged to the rental group as necessary.

3. Fee Waiver or Fee Change

User groups(s) that wish to petition for a waiver or reduction of a rental fee must submit their petition in writing to the Facility Director a minimum of two (2) weeks prior to the event. The Facility Director or his/her authorized designee shall make the final decision and notify the group within one (1) week of receipt of the petition. No appeal is allowed from that final decision. Waivers will be valid for the period of time specified on the Facility/Premises Use Agreement and will not carry over from one year to the next year.

4. Fiscal Considerations

- A. The following factors are utilized in computing facility/premises use costs and charges:
 - 1. Operations cost include utilities, staffing, and custodial services.
 - 2. Special service costs will be charged if a User requests special support services such as Shipping and Receiving services for deliveries of furniture not normally located in the facility/premises, custodial/monitor time for furniture or equipment set up/relocation, special clean up, etc. Such services may be outlined on the application form at the time the application is submitted. Building Monitor costs will be charged for activities scheduled at times when building staff are not scheduled in the buildings such as weekends and holidays.

USER:		UNIVERSITY OF ALASKA	
BY:		BY:(Signature)	
(Print name)	(Title)	(Print name)	(Title)
DATE:		DATE:	
I further state that I have authority to act in beha named organization.	lf of the above		

ADDENDUM NO. 2

EQUIPMENT LIST

Date_____

Equipment requests might include the following:

Quantity	Item	Price
	Tables	
	Chairs	
	Public Address System	
	TV/VCR	
	Overhead Projector	
	Projector Screen	
	Marker or Chalk Board	
	TOTAL	\$

BY:_____ BY:____ _____ (Signature) (Signature) (Title) (Print name) (Print name)

(Title)

DATE:_____

UNIVERSITY OF ALASKA

I further state that I have authority to act in behalf of the above named organization.

DATE:_____

USER:

ADDENDUM NO. 3 Note: Campus may customize this Addendum as needed.

LARGE EVENTS FEE	S, TERMS, AND CONI	DITIONS	Date:
USER/PROMOTER:			
USER/PROMOTER CO	NTACT: Name:		
Address:			
Phone	_Fax	_Email	Website

	Price	Extended Price
ADVANCE DEPOSIT due within 7 days of Contract Execution date		
Facility rental (including staging set-up and removal)		
Floor covering charge		
Lighting and Sound set up and tear down		
Security Officers (minimum 2 required)		
Ticket Sellers (minimum 2 required)		
Ticket Takers		
Ushers (minimum 6 required)		
Facility Supervisor		
Per Attendee Fee		
15% of sale of event programs, souvenirs, etc.		
Cancellation (within 30 days of event) Fee		
Cancellation (within 14 days of event) Fee		

Cancellation of the event by User/Promoter within 30 days of the event shall result in an assessment of liquidated damages in the mount of \$_____ immediately due and payable to UA. Cancellation of the event by User/Promoter within 14 days of the event shall result in an assessment of liquidated damages in the amount of \$_____ immediately due and payable to UA. Both parties agree that actual damages would be difficult to prove and that liquidated damages are justified.

An advance deposit of \$_____ must be paid to UA by cashier's check and received by UA within 7 business days of the execution date below. If payment of the deposit is not received in that time frame, the event will be cancelled and the date forfeited.

Final settlement of amount due UA must be made by cash and/or cashier's check payable to UA upon the close of the event.

- 2. <u>EVENT CAPACITY.</u> User/Promoter understands that the maximum capacity of the ______ (facility) for this event is ______ spectators, including all complimentary and pass list admissions granted on the night of the event.
- **3.** <u>ADVERTISING AND PUBLICITY</u>. All advertising and publicity for the event must be approved prior to release. Entertainment which contains material not suitable for all ages will be identified with a disclaimer that the performance is for "Mature Audiences Only".
- 4. <u>SIGNAGE.</u> All signage resulting from promotion or sponsorship of the event must be approved prior to public display and must be hung off of sound and light trusses, stanchions, or other temporary fixtures as provided by the sound and light company. No banners, signage or other display materials shall be affixed to any part of the facility, whether occurring inside or outside of the facility.
- 5. <u>OTHER CONTRACTS.</u> User/Promoter certifies and attests that he/she has a valid, properly executed, and compatible contract with any performers whose services form the basis for its desire to rent the facility/premises. The User/Promoter shall submit to UA, upon demand, a copy of the final executed contract between User/Promoter and such performers.

6. OTHER CONSIDERATIONS.

- A) User/Promoter shall provide thirty (30) complimentary tickets for the event to UA. The Department will provide User/Promoter with a list of names for complimentary admission at the door.
- B) Everyone admitted to the ______ (facility) shall be issued a hard ticket for the event.
- C) User/Promoter shall provide at least 15% discounted ticket sale price to UA students.
- D) User/Promoter shall provide UA with ticket sales updates on the following dates: _______,and ______,and ______.
- E) User/Promoter shall provide UA with a complete listing of the program to be performed during the show, including any and all opening acts and main talent by no later than
- F) User/Promoter shall provide merchandise sales information to UA by no later than

It is understood that UA will provide staff and sell merchandise before, during, and after the event.

- G) User/Promoter shall provide UA with a complete listing of food and beverage items required by any performers by no later than ______.
- H) User/Promoter shall provide to UA a complete list of all dressing room requirements by no later than _____.

- I) User/Promoter shall ensure that the sound and light company for the performance contact
 ______, (907) _____, by no later than
 _______to make arrangements for hook-up and tear-down.
- J) User/Promoter shall advise UA of any special requirements (laser lights, fog machines) by no later than _______. User/Promoter shall not stage any act or performance in which fire, flame, or smoke is involved without first having the written permission of the UA and/or Fire Marshall. User/Promoter further agrees not to use any decorative materials prohibited by Borough Ordinance, State or Federal laws, or building regulations, including, but not limited to, crepe paper, cellophane, confetti, cotton, corn stalks, leaves, evergreen boughs, sheaves of grain, streamers, straw, paper, vines, moss, or any flammable or combustible material in or about the premises of the UA.
- K) User/Promoter shall guarantee at least one hour of concession sales time prior to the start of the event and at least one 15-minute intermission during the event. Failure to provide either concession sales time will result in a lost revenue charge for liquidated damages in the amount of \$_____ immediately due and payable to UA. Both parties agree that actual damages would be difficult to prove and that liquidated damages are appropriate in this situation. User/Promoter understands that the UA staff will operate and retain all profits from food and beverage concession sales during the event.
- L) User/Promoter shall guarantee at least one autographed, color picture or poster of the event to UA for future posting in the complex.
- M) UA shall be considered the sole and legal owner of all ticket office receivables and receipts, whether received by itself, its agents, the User/Promoter, or third parties, to the full extent of the amounts due to it under the final settlement under the terms of this Contract. UA shall hold the balance of the receivables and receipts in trust for disbursements to User/Promoter upon final settlement at the close of the show. User/Promoter, and any persons claiming through User/Promoter, shall have no right to any of these receivables and receipts except after satisfaction of all sums owing to UA under this Contract.

UNIVERSITY OF ALASKA

0.02110			
BY:		(Signature)	
(Print name)	(Title)	(Print name)	(Title)
DATE:		DATE:	
I further state that I have authority to act in named organization.	behalf of the above		

USER:

ADDENDUM NO. 4 Note – optional forms for campus customization and use...samples follow:

USER RULES & CLEANING REQUIREMENTS Date_____

(name of facility)

These rules are implemented in order to provide a safe and clean environment for staff, Users, and the general public. The staff of UA appreciate your cooperation with these rules and your continued patronage.*

- 1. No one is allowed on the ice surface during Zamboni resurfacing. Prior to the Zamboni coming on to the ice surface, Users are to exit the ice surface via the _____gate.
- 2. Absolutely no puck shooting when an Ice Arena staff person is on the ice or until the gates are closed.
- 3. Vandalism or misuse of any part of the Ice Arena facility will result in the User (individual, team, or organization) being suspended from the facility/premises.
- 4. No running, tag, stick play, or knee hockey is allowed in the Ice Arena.
- 5. Parents must control their children in the Ice Arena.
- 6. Changing areas should be inspected by User prior to each use. Observation of any damages should be reported immediately to an Ice Arena staff member.
- 7. In order to assure a punctual start for each user, it is mandatory to leave the ice immediately at the conclusion of your allotted time.
- 8. Individuals, teams and organizations are responsible for keeping changing areas, penalty boxes, and team benches clean after each use.
- 9. Smoking, the use of smokeless tobacco products, alcoholic beverages, and illegal drugs are prohibited at all times inside the Ice Arena, including the changing rooms. WARNING: Persons or organizations violating these rules will be subject to:
 - a. UA police and/or security investigation
 - b. Financial restitution, and
 - c. Sanctions against future use
- 10. UA is not responsible for theft of personal items.
- 11. User shall keep the concession area and the area in front of the concession stand clean and orderly anytime the concession stand is open. This includes, but is not limited to:
 - a. Sweeping and/or mopping the tile floor.
 - b. Emptying trash cans, removing boxes from the immediate area and placing refuse in the dump truck located outside the rear entrance to the facility.
- 12. User shall ensure that the facility is clean after each game.

- 13. User shall provide a clean-up crew to pick up trash in the seating and mezzanine area at the conclusion of each hockey game or tournament. Trash shall be placed in the dump truck at the rear entrance to the arena.
- 14. User shall ensure that each team cleans their assigned team room after each use.
- 15. User shall provide the names and contact numbers for the individuals responsible for performing the cleaning:

NAME	PHONE NUMBER

USER:

UNIVERSITY OF ALASKA

BY:		BY:	
(Signature)		(Signature)	
(Print name)	(Title)	(Print name)	(Title)
DATE:		DATE:	

Sample:

STUDENT RECREATION COMPLEX USER GUIDE

Date_____

A. ENTRY PROCEDURES

- 1. Each individual, upon entering the facility, must either swipe their personal I.D. card containing a valid privilege or purchase a day pass.
- 2. Users must have an extra pair of clean work out shoes in hand to enter. These shoes are NOT to be worn in from outside.
- 3. Any person under the age of 18 MUST have a parent/guardian (of at least 21 years of age) present to enter the Complex.
- 4. Children under the age of 13 must be directly supervised at all times by a parent/guardian
- 5. Persons attempting to enter the Complex with an unauthorized I.D. will have their card confiscated immediately.
- 6. Attempting to enter the Complex with an unauthorized I.D. may result in suspension from the facility.

B. DAILY PASSES

A $_$ daily pass may be purchased to use the Complex. A picture I.D. is required for entry. There is a $_$ session fee for the swimming pool, racquetball, recreational hockey, recreational skating, and showers.

C. RESERVATIONS

Users may reserve various areas of the Complex for use at a designated time. Users may sign up for the area 72 hours in advance or 2 hours before the desired reserved time. The maximum time for a court reservation is 2 hours. Facility reservation sheets are available at the Complex office or may be made by calling ______.

D. COMPLEX GUIDELINES

- 1. Your participation is voluntary.
- 2. You assume all risks of physical injury and loss of possessions incurred during your use of the facility.
- 3. Abusive language will not be tolerated. You will be asked to leave.
- 4. Any minor entering the building MUST be accompanied by a parent/guardian who is at least 21 years old.
- 5. Smoking, tobacco products, and alcoholic beverages are prohibited.
- 6. All food and drinks need to be kept in the designated area.
- 7. Appropriate shoes must be worn. Sandals are not considered appropriate footwear.
- 8. Shoes that mark the floor in the gyms, racquetball courts, or aerobic/dance area are not allowed.
- 9. Any sports equipment brought into the buildings must be clean.
- 10. Equipment that could be damaging to the building (according to the judgment of the staff member in charge) will not be allowed.
- 11. Bicycles are not allowed in the buildings. Racks are located at the side of the facility.
- 12. Animals are not allowed in the building. Animals may not be tied up and left unattended in front of the building. Security will be called if any animal is left unattended. Animal control may be asked to take the animal..
- 13. Head phones are required for stereos and radios. Headsets may be checked out or purchased at the Complex front desk.
- 14. No spitting on the floor, drinking fountains, or trash cans is allowed.

- 15. Belongings may not be left near the activity areas. Use lockers in the locker rooms.
- 16. Weight room machine use guides:
 - ▶ Use of spotters is required when lifting with heavy weights.
 - > Belts are recommended with exercises involving the lumbar spine.
 - Clothing with belts, zippers, or other sharp metals are not to be worn when using seats/benches.
 - Check collars and tighten before using.
 - Check clearance to others and equipment.
 - Towels are recommended for use as covers on seats and benches. Towels are not provided.
 - Weights must be placed on weight racks when not being used.
 - > Do not place weights on the floor, against the walls, or lean against other equipment.