

United Planning Organization Facility Use Agreement

This Facility Use Agreement (“Agreement”) is entered into on the ___ day of _____ 20__ by and between the United Planning Organization (“UPO”) a nonprofit corporation and _____ located at _____ (referred to as “User”), concerning the use of the following UPO facility space on the dates and reservation times specified below:

Facility

- UPO Anacostia Community Service Center - 1649 Marion Barry Ave. SE, Washington, DC 20020
- UPO Ralph Waldo “Petey” Greene Community Service Center - 2907 Martin Luther King, Jr. Ave. SE, Washington, DC 20032

Designated Space: _____

Use Period

Date(s): _____

Reservation Time(s) Inclusive of Set-up and Breakdown: _____

For good and valuable consideration, the receipt and sufficiency of which UPO and the User acknowledge UPO and User agree as follows:

1. User Fee

The User will pay UPO the amount of \$100.00 per hour as a “User Fee” for the use of the facility during the reservation time(s) indicated above. The **approved “UPO Facility Use Application Form”** is attached as **Appendix A** and incorporated in this Agreement. A listing of multiple usage dates during the same calendar month will require to make one fee payment for the total amount. Cost incurred by the UPO for normal cleaning and/or restoring the Rental Space and/or Equipment to their original condition shall be included in the hourly charge.

2. Security Deposit

User shall pay **a security deposit in the amount of \$100.00 as security payable to United Planning Organization** for User’s payment of a User Fee and performance of its other obligations under this Agreement when User signs this Agreement. If User defaults in its payment of a User Fee or performance of its other obligations, UPO may use all or part of the security deposit for the payment of the User Fee or any other amount the UPO may spend or become obligated to spend by reason of User’s

default or to reimburse UPO for any other loss or damage caused by User. If UPO so uses any portion of the security deposit, User will restore the security deposit to its original amount within five days after written notice from UPO. UPO will return the unused portion of the security deposit in accordance within 15 days after the end of the use period.

3. Legal Occupancy Limits

The legal maximum occupancy of the Designated community/conference Space is _____ people. User shall ensure that the legal occupancy limit is not exceeded at any time during the Use Period.

4. Hours of Use and Access

The User is responsible for ensuring that the User, and User's directors, officers, employees, agents, members, representatives, guests, invitees, or other persons (collectively referred to as "participants") leave the Designated Space community/conference room(s) promptly once the assigned reservation time indicated above has expired. Participants shall have access to the Designated Space after signing the UPO "Users Log" located at the front desk of the Facility and receiving a "UPO Visitor's Pass" that the Participant shall return to the Facility front desk at the end of the meeting or event. **No participant can have access to the Facility without signing the "Users Log".**

5. Permitted Areas of Use

User may use the above Designated Space for **the purpose of conducting meetings and special events that are not intended to, and do not, generate revenue or compensation in any form for the User or any third party.** UPO reserves the right to reasonably restrict User's use of the Designated Space to prevent a use that does not promote the health, safety, prosperity, security, and general welfare of UPO or the general public. **Activities involving children require that a minimum of two adults supervise all activities involving children and youth; and by signing this Agreement, User specifically agrees that no adult will be alone with any child or children under the age of 18 at any time, unless the adult is the child's parent/guardian.**

6. Other Permitted Areas of Use

User may use the facility's designated restroom(s), and the designated parking area. Vehicles can only be parked so as to not constrict or restrict access to the parking area and are parked at the owner's risk.

7. Prohibited Uses

- a. The User shall not use any unauthorized portion of the building or other UPO property without the UPO's prior written consent. The User shall not allow participants to enter any portion of UPO's building or property other than the Designated Space.
- b. Cooking and food preparation is strictly prohibited.
- c. **The User shall not conduct any meeting or event for organized political or religious activities, or any activity that may directly or indirectly injure or damage any individual or property.** See the

UPO Political Activity Memorandum Policy attached as Appendix B for clarification of prohibitions.

- d. Smoking is strictly prohibited on UPO property. The burning of incense or any open flame, (such as candles), is also strictly prohibited.
- e. Alcohol or drugs is strictly prohibited in and on UPO property.
- f. The User shall not use or represent to any third party the address or telephone numbers of any UPO facility as the User's address or telephone numbers; nor shall the User in any manner represent or imply that the UPO sponsors, sanctions or supports the meeting or special event.
- g. No hazardous materials can be brought into or placed on UPO property or Facility.
- h. Under no circumstances shall User or the participants' use of the Designated Space interfere in any manner with UPO operations.

8. Personal Property

The security of any equipment or supplies or other personal property brought into any UPO facility by a User and participants is not the responsibility of UPO. All personal property of the User, its employees, agents and invitee and participants placed in or on UPO property shall be and remain at their sole risk. UPO is neither responsible nor liable for the theft, loss, or damage to materials, equipment, or other personal property inclusive of vehicles of the User, its employees, agents and invitee and participants.

No equipment or supplies/materials or other personal property shall be left or stored in any UPO facility or on UPO property prior to or after the User Period or overnight. UPO will not be able to facilitate the acceptance of boxes or shipments prior to events due to limited space. Please make other arrangements for materials shipments.

9. UPO Equipment and Supplies

User shall have the right to use available UPO movable chairs and tables. User must obtain UPO's prior written consent to use any other UPO equipment or furniture, which also shall be deemed "Equipment" hereunder once such consent is granted.

10. Cancellation

a. By the User

The User may cancel a scheduled use of a community/conference room, without penalty, by providing a notice of the cancellation at least 48 hours before the scheduled date and time of the use. Notice of cancellation must be provided in person, or by e-mail to:

In person: Robin Myers, Facilities Coordinator, 301 Rhode Island Avenue, NW

By e-mail: rmyers@upo.org

b. By UPO

Notwithstanding any other provision of this Agreement, the User's right to use the Designated Space is subject to the UPO's absolute right to use the Designated Space to meet the normal and emergency operations and business needs of UPO. While UPO will make every effort to avoid canceling an event scheduled by the User, UPO has the absolute right, at any time to cancel User's use of the Designated Space. Notice of cancellation must be provided by e-mail or FAX to the User. If possible, UPO will attempt to reschedule User's use of the Designated Space to another date and time within the same month that is acceptable to the User. If no acceptable alternative date and time is available, UPO will refund the User's Fee and security deposit payment for the scheduled use(s) cancelled.

11. Care and Cleaning

The User's use of the Designated community/conference room(s) Space constitutes User's agreement that the community/ conference room(s) was clean, in good working order and in satisfactory condition when the User began use of the Designated Space. The User shall leave the Rental Space and the Equipment in the same condition as they existed upon execution of this Agreement.

The User shall not be responsible for normal wear and tear. The User shall be responsible for the immediate replacement or repair of the Designated Space and the Equipment damaged during the course, and as a result, of User or the participants' use of the Designated Space and/or Equipment, regardless of whether the User or the participants caused the damage.

12. Set-up

The User is responsible for the set-up of the Designated community/conference room(s) Space including chairs, tables, and refreshments. Items are not to be pinned or taped to any walls of any room(s) or structure. Permanent fixtures in the Designated Space may not be removed or damaged.

During the use of the Designated Space, the Space must be maintained in a good, clean, and safe condition. All trash and recycle items are to be deposited in proper bins by User and participants. The Designated Space must be left in a clean and orderly condition. If the User fails to properly restore the Designated Space and/or Equipment to their original location and condition immediately after each use, UPO may apply all or a portion of the security deposit, and impose such additional costs, as is necessary to clean and/or restore the Designated Space and/or Equipment to their original location and condition.

13. Compliance with Federal, State and Local Laws, and UPO Policy

The User shall comply with, and shall ensure that the participants comply with, all Federal, State and local laws, rules and ordinances, and UPO policies.

14. Indemnification

User shall indemnify UPO and its officers, directors, agents, employees, volunteers, representatives, invitees, guests and customers, and hold them harmless from any and all demands, claims, causes of action, fines, penalties, damages (including without limitation consequential damages), losses, liabilities, judgments and expenses (including without limitation attorneys' fees and court costs) arising from the presence of User and/ or the participants in the Designated Space or on any UPO property, or arising from any use by User and/or the participants of the Designated Space or on any UPO property. To assure such indemnity, the User shall keep in full force and effect during the Use Period for the protection of the User, participants and UPO, with waiver of subrogation, insurance required in item 17., below. The signer of this Agreement also accepts personal liability for damages to UPO property.

15. Waiver

The User, for itself, and on behalf of its participants, fully and unconditionally waive the User and participants' individual and collective rights to recover from UPO and/or its Directors, officers, employees, volunteers, agents, representatives, consultants, lessees, subcontractors, successors and assigns (collectively, the "Releasees"), any liability, claim, injury, loss, damage, restitution or compensation arising out of this Agreement or out of the User and/or the participants' use of the Designated Space, Equipment, or any other UPO real or personal property. The Releasees shall under no circumstances be liable for any liability, claim, loss or damage suffered or incurred by the User or the participants for any reason whatsoever, including without limitation, liability for death, personal injury, theft, damage to motor vehicles, loss of property, business interruption, lost profits, consequential damages and rights of subrogation.

16. Defense of Actions

If any claim, action or proceeding is brought against UPO and/or its Directors, officers, employees, volunteers agents, representatives, consultants, lessees, subcontractors, successors and assigns in any forum whatsoever arising from any act or omission of the User or the participants, the User shall, at its sole cost and expense, defend UPO by counsel of the UPO's choosing. This obligation to defend extends to all manner of proceedings, whether in a judicial, administrative, or other forum.

17. Insurance

The User (Incorporated Organization, Government or Government Commission) at its expense shall maintain comprehensive general liability insurance in an amount not less than \$500,000 covering bodily injury and personal property damage with a solvent insurance company licensed to do business in the District of Columbia. The User (Individual or an Unincorporated Group) at its expense shall provide "Special Event Coverage" with a solvent insurance company licensed to do business in the District of Columbia. The User shall deliver to UPO a Certificate of Insurance dated within 30 days of the beginning of the Use Period naming as the insured the User (i.e. the individual or organization or entity) in full

force and effect. The Certificate must list UPO as a certificate holder and an additional insured. No other insurance document can be substituted for the Certificate of Insurance. Insurance companies providing the aforementioned coverage shall be rated by A.M. Best or a comparable rating company and carry at least an "A" rating.

18. Miscellaneous

This Agreement is the entire Agreement between the UPO and the User and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the User and UPO. If any Agreement provision is held invalid or unenforceable, all other Agreement provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon UPO and the User and their legal representatives, successors, and assigns. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement the prevailing party shall be awarded its attorney's fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, award or order. Laws and regulations of the District of Columbia govern this Agreement.

19. Notices

All notices are to be sent to:

United Planning Organization

Address: 301 Rhode Island Avenue, NW

E-mail: rmyers@upo.org

To the Attention of: Robin Myers, Facilities Coordinator

User _____

Address:

E-mail:

Phone:

To the Attention of:

AS AGREED ABOVE, UPO AND THE USER, hereto have executed this Agreement or caused this Agreement to be executed by their duly authorized representatives the day and year written above.

User: _____

United Planning Organization

By: _____

By: _____

Name and Title

Andrea Thomas

President and Chief Executive Officer

Date: _____

Date: _____