

OAK HILL SCHOOL

39 Charlton Road, Scotia, NY 12302

Telephone 518-399-5048 ext 110

FAX 518-399-6140

E-Mail: oakhill@oakhill.org

Website www.oakhill.org

David Mitchell
Executive Director

APPLICATION FOR LICENSE TO USE OAK HILL SCHOOL GYMNASIUM

39 CHARLTON ROAD, SCOTIA NY 12302

This document will become a License for the use of the Oak Hill School Gymnasium when accepted by Oak Hill School as evidenced by the signature of the Executive Director. The License, when granted, will be revocable at will by Oak Hill School.

Name of Applicant Group _____

Responsible Individual: Name _____

Address _____

Telephone: Landline _____ Cell Phone _____

Dates and Times Applicant Group wishes to use the Gymnasium

Purpose

Number of anticipated participants _____

Applicant Group understands and agrees that use of the Oak Hill Gymnasium is governed by and subject to the attached Terms of Use.

Signature

Date

[Print name of person signing]

Accepted and approved on behalf of Oak Hill School

Signature

Date

[Name and Title]

Fees _____

Other terms

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TERMS OF USE

Oak Hill School ("Oak Hill") has granted a Revocable License to use the Oak Hill School Gymnasium ("the Facility") to _____ ("User") on the dates and for the times set forth in the Application for License to Use Oak Hill School Gymnasium ("the Application") signed on behalf of both parties, to which these Terms of Use are attached. The fees to be charged, and any special conditions agreed to, are set forth on the signed Application. User has designated _____ to act as the Responsible Person on its behalf.

1. **Extent of the License Granted**

- 1-1. The License is valid only for the dates and times expressly included in the Application.
- 1-2. The License is granted solely to User; it may not be transferred.
- 1-3. Use of the Facility includes associated use of adjoining parking lot.
- 1-4. Staff of Oak Hill may have access to all parts of the Facility throughout the period of User's use.

2. **Condition of Property**

- 2-1. User is expected to leave the Facility in the condition it was in at the start of its use of the Facility, and is responsible for any damage to the Facility occurring during that use; a deposit of \$250 will be required unless waived by the facility. Immediately prior to use on each date covered by the License, the Responsible Person and a representative of Oak Hill will walk through the Facility, noting any existing damage in a report which will be signed by both of them. Following User's use of the Facility, and before it is used by anyone else, the Responsible Person and Oak Hill representative will again walk through the Facility. If no additional damage is found, the deposit will be returned in full at the end of the final day on which use is authorized by the License; if additional damage is found, the deposit will be retained and, if it is insufficient to cover the cost of repair, User will be responsible for the additional cost. This may include replenishing the deposit during the period covered by the License.
- 2-2. Equipment belonging to Oak Hill, other than equipment which is permanently installed in the Facility, may be used only with the specific written consent of Oak Hill; use of such equipment may require payment of an additional fee.
- 2-3. User may not make any alteration to the Facility, or alteration or movement of equipment in the Facility, without the specific written consent of Oak Hill. This includes the use of tape on walls, floors or ceilings.
- 2-4. Equipment belonging to User may be used in the Facility only with the specific written consent of Oak Hill.

3. **Liability, Indemnity, & Insurance**

- 3-1. Oak Hill shall not be responsible or liable for injury, loss or damage to persons or property in or about the Facility. User agrees to indemnify and hold harmless Oak Hill from all losses, damages, injuries, liabilities and expenses, including reasonable legal fees and court costs, which may arise or be claimed against Oak Hill, or any injuries or damages to the persons or property of any persons, firms or corporations because of or arising from (A) User's use of the Facility, including parking lots; (B) any acts, omissions, neglect or fault of User or its agents, employees, or invitees; or (C) User's failure to comply with the terms the License or any applicable laws. If Oak Hill is made a party to any litigation commenced against User, User shall protect and hold harmless Oak Hill, and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Oak Hill in connection with such litigation, including any appeal. The provisions of this section shall survive any revocation or cancellation of the License.
- 3-2. User shall maintain at its expense, throughout the period of the License, liability insurance for bodily injury and property damage to protect both Oak Hill and User against damage, costs and attorney's fees arising out of accidents occurring on or about the Facility with a combined single limit of not less than one million dollars (\$1,000,000). Coverage will apply on a primary non-contributory basis. A certificate of insurance will be provided to Oak Hill, listing Oak Hill as an additional insured, on or prior to the date of User's first use of the Facility.
- 3-3. User is required to complete and submit to Oak Hill, using a form provided by Oak Hill, an Incident Report concerning injury to any person or damage to any personal property which occurs during User's use of the Facility.

4. **Revocation or Cancellation**

- 4-1. The License is revocable at will by Oak Hill for any reason. Oak Hill will make reasonable efforts to notify User of revocation in advance of the scheduled start time of User's use.
- 4-2. In addition to revocation of the License in its entirety, Oak Hill may, in its discretion, cancel User's use of the Facility on any specific day. In this connection, User acknowledges that activities conducted by Oak Hill have priority over any other use of the Facility.
- 4-3. User may cancel the License as a whole, or any specific day of use covered by the License, by giving Oak Hill at least 24 hours advance written notice of the intent to cancel; no fees will be charged for any day of use covered by the License for which at least 24 hours' advance notice is received by Oak Hill.

5. **Conduct of Participants**

- 5-1. The number of participants at any event may not exceed the posted capacity of the Facility.
- 5-2. Only soft-soled shoes may be worn inside the Facility.
- 5-3. No participant may use alcohol, tobacco, or drugs in the Facility, including parking lot.
- 5-4. No participant may bring food or drink into the Facility.
- 5-5. All participants under 18 years of age must at all times be under the supervision of an adult or adults.

6. **Contact Information**

Notices required to be given to User shall be sent to the Responsible Person using the contact information provided on the Application; it is the responsibility of User to notify Oak Hill, in writing, when the Responsible Person, or the Responsible Person's contact information, changes.

Notices required to be given to Oak Hill shall be sent to:

David Mitchell, Executive Director
Oak Hill School
39 Charlton Road, Scotia NY 12302
(518) 399-5048
dmitchell@oakhill.org

7. **General**

7-1. Compliance with Law

User shall comply with all applicable laws and regulations, including laws or regulations prohibiting discrimination or harassment, when using the Facility.

7-2. Continuing Obligations

The termination of the License shall not relieve either party of its liabilities and obligations hereunder, owed or continuing at the time of the termination.

7-3. Beneficiaries

The License is intended solely for the benefit of the parties hereto. Nothing in the License shall be construed to create any duty to, standard of care with reference to, or liability to, any other person.

7-4. Entire Agreement

The License embodies the entire agreement and understanding between the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. There are no representations, warranties, covenants, or conditions made by either of the parties except as herein expressly contained. The License may not be amended, modified, altered, or varied except by an agreement in writing signed by both of the parties.

7-5. Severability

Any provision of the License which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7-6. Section Titles

The titles or headings to the paragraphs of the Section are not a part of the License and shall have no effect upon the construction or interpretation of any part hereof.

Initialed as of the date of acceptance and approval of the License:

Initials of Responsible Party: _____ Initials of Oak Hill representative: _____