



Building Use Agreement

This agreement, made and entered into on this date by and between the **Building User**,
_____ and **North Shore Area Partners (NSAP)**.

The above parties agree to the following:

- 1. Schedule and Payment.** User may lease and use NSAP's facility at the location and on the date, time, and at the applicable fees as stated in the "Building Use Request and Reservation Form."
- 2. Use of Premises.** User accepts the premises and facilities in their present condition and shall not alter or change the facilities. User will not put any holes into or use any substance that would leave residue on doors, windows, walls, furniture, fixtures or equipment in and about the premises. User shall bring in and remove all equipment used in connection with the function or event for which the space is leased in such a manner as not to interfere with the normal operation of NSAP. Upon the termination of the use, the premises shall be returned to or left in the same condition as when occupied by the User. The facility is available to the User, including all members and invitees of the User, only on the days and during the hours that have been agreed upon in the Building Use Request.
- 3. Right to Cancel; Termination of Agreement.** NSAP may, at any time, cancel without penalty or obligation, any reservation for the use of the facility if the space is needed for NSAP purposes. Termination of the Agreement will occur if the User has violated NSAP policies respecting the use of its facility, or if the full amount of any fees due have not been paid. NSAP may also cancel without penalty, any reservation on account of conditions beyond the reasonable control of NSAP, such as severe weather conditions, closing of the building for public use, or for any reason related to the usability or safety of the building. In the event NSAP cancels a reservation or use of NSAP premises under this paragraph, any prepaid fees will be refunded to the User. If User cancels a reservation, NSAP will refund any prepaid fees, if notice of cancellation is received at least 48 hours before the time scheduled for use.
- 4. Indemnity and Damages.** All Users and persons attending User sponsored events on NSAP property, accept the premises "as is" and assume all risks of loss, damage, or injury. NSAP "facilities" and "premises" include the entire building and grounds. NSAP assumes no liability for any property placed by the User or any person attending a User sponsored event in or about the NSAP building or property. User agrees that all persons on NSAP premises because of User's event are under direct and complete control of the User. As such, the User is liable for all

damages. The User shall reimburse NSAP for any damages to its facilities or equipment resulting from the use of the same.

THE USER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND NSAP, ITS BOARD OF DIRECTORS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY OR FINANCIAL LOSS, COSTS OR EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND LEGAL COSTS) RESULTING FROM ANY SUIT, CLAIM, LOSS OR ACTION BROUGHT AGAINST NSAP, ITS BOARD OF DIRECTORS, OFFICERS, AND/OR EMPLOYEES WHICH ARISES OR RESULTS DIRECTLY OR INDIRECTLY FROM THE USE OF NSAP'S FACILITIES OR SERVICES UNDER THIS AGREEMENT BY THE USER OR ITS SPONSORS, SPECTATORS, PARTICIPANTS, MEMBERS, OFFICERS, DIRECTORS OR AGENTS.

- 5. Use of Facility.** The use of the NSAP facility is subject to the terms and conditions of this “Building Use Agreement.” The use of the NSAP facility is also subject to all governmental laws, ordinances, and regulations, as well as all NSAP rules, including, but not limited to the following:
- a.** A key to the building must be picked up during business hours Mon-Thurs 8a.m.– 4p.m., if the event will be held outside of these hours. The key is the responsibility of the User and can be returned immediately following the event by using the night drop located at the front corner of the building. The user is responsible for the replacement cost of the key, if lost. No events permitted past 10p.m.
 - b.** No tobacco use is permitted on or about NSAP property.
 - c.** If alcohol will be used at a public event, please sign the “Alcohol Policy Form.”
 - d.** Groups serving food for non-private events that are open to the general public, must be issued a “Special Event License” from the Lake County Health Department. Call them at 218-834-8356 two weeks prior to the event for the application form. One copy of this license must be posted the day of the event. A second copy is to be included with this agreement.
 - e.** NSAP property will not be used for partisan political activities.
 - f.** All garbage must be bagged and placed in the provided garbage can. Recyclable items must be placed in the designated bin.
 - g.** The User is responsible for the cleanup of the rented space. Cleaning supplies and a vacuum cleaner are made available.
 - h.** No pets are allowed inside the building. Pets allowed outside, must be leashed.

Signature: _____ **Date:** _____ / _____ / _____

Printed Name: _____ **Phone Number:** _____