

Facility Use Agreement

This Agreement dated _____, 20____, (“Effective Date”) is by and between _____ (referred to as “USER”) and Public Academy for Performing Arts (referred to as “PAPA”), concerning the use of PAPA facilities at 3000 Adams Street NE, Albuquerque, NM 87110, on the dates and times specified below:

Classroom: _____

Date(s): _____

Time(s): _____

The “USER” agrees to comply with the following terms and conditions (USER initials required):

- _____ 1. The USER will pay the amount of \$ **** as rent for the use of PAPA facilities and a damage deposit of \$100.00.

- _____ 2. The USER will reimburse PAPA for any and all damages caused to the facilities and/or the equipment therein. In addition, the USER agrees to monitor building access during the hours of its use, and agrees to cover the cost of any losses of equipment or contents from the PAPA building used due to theft or vandalism.

- _____ 3. The USER will pick up and bag trash from their activities/participants, will deposit bags in on-site dumpster, and will leave the facility in a clean and neat condition at the end of each day during the term of this Facility Use Agreement.

- _____ 4. The USER assumes all responsibility and liability for the requested use and agrees to defend, indemnify and hold PAPA harmless from any and all claims, judgments, liabilities, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use of the facilities.

- _____ 5. The USER agrees to obtain, at his/her own expense, liability insurance in the sum of not less than One Million Dollars (\$1,000,000) and property damage insurance in the amount of not less than One Million Dollars (\$1,000,000). The USER will provide PAPA with proof of such insurance at the time of entering into this agreement, and will ensure that PAPA is named as an additional insured.

- _____ 6. The USER agrees secure PAPA facilities by ensuring that the facility is completely locked (doors and windows) and alarms are properly set upon leaving the building.

7. The USER will be solely responsible to provide adequate supervision of the activities conducted in PAPA facilities.

Termination of Agreement:

Either party may terminate this agreement at any time, without regard to payment periods by giving written notice to the other, specifying the date of termination, such notice to be given not less than ten (10) days prior to the date specified in such notice for the date of termination.

Attorneys Fees:

In the even that any lawsuit is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called upon to pay, a reasonable sum for the successful party’s attorney fees.

Assignment of Rights:

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person.

Extent of Agreement:

This agreement constitutes the entire agreement between USER and PAPA and any prior understanding representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

User Name (Print)

User Signature

Date

Authorized PAPA Representative (Print)

Authorized PAPA Representative Signature

Date

**** **Basic classroom - \$10.00 /hr (minimum 3 hours)**
Specialty classroom - \$20.00 /hr (minimum 3 hours)