

THUNDER ROOM FACILITY USE AGREEMENT

(FOR TENANTS)

The person signing this agreement and the tenant on whose behalf the Facility is being made are responsible for compliance with this agreement. All users of the facility are required to read and sign the Facility Use Agreement. Please read carefully, fill out Facility, Tenantr, and event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

1. FACILITY INFORMATION

THUNDER ROOM

600 Aviation Research Boulevard, Egg Harbor Township NJ 08234/NARTP

Tenant Name: ________ Contact Person: _______ Work _______ Tel.: Cell______ Work ______ 3. EVENT INFORMATION Description of event: ______ Estimated attendance: ______ Time event begins: ______ Time event ends (incl. clean up): ______ Open to the public? Yes No Will minors be present? Yes No

4. CONDITIONS OF USE

A. RESERVATIONS

- 1. Requests should be made well in advance of the intended date of use because demand for facilities is high and dates fill quickly.
- 2. The Facility is not considered reserved until (1) Tenant delivers to the ACIA the Facility Use Agreement, written evidence of permits and licenses, and any other items deemed necessary by the ACIA; and (2) the ACIA, in its sole discretion, approves such rental in writing.
- 3. A person who is at least eighteen (18) years of age must sign this agreement.
- 4. User shall provide the ACIA Manager or his/her designee with a single contact who is to serve as the representative for User's activities.
- 5. User shall be responsible for securing all required permits and licenses.
- 6. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
- 7. User shall not use the ACIA's name to suggest endorsement or sponsorship of the event without prior written approval of the ACIA Manager or his/her designee. User's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
- 8. User shall permit any ACIA officers, employees, or agents to visit the event described in this agreement.
- Under no circumstances shall Users sublease or allow any other organization or individual to use the Facility for the period for which User has contracted. User is an independent contractor and not the agent or employee of the ACIA.

B. FEES

- 1. The ACIA may require a technician fee if user requires the use of the Thunder Room equipment.
- 2. In the event the Facility is left damaged, User shall be charged for any and all janitorial and/or repair fees incurred by the ACIA as a result of same and these fees shall be billed to User.

C. OTHER REQUIREMENTS

- 1. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Users use or occupancy of the ACIA's facilities and adjoining property to the ACIA Manager or his/her designee, in writing and as soon as practicable.
- User waives any right of recovery against the ACIA, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if the ACIA, its officers, employees, or agents seek recovery against Renter.

D. SECURITY

- 1. The ACIA, at its sole discretion, may require a certain number of security officers for the event. User shall be responsible for procuring and paying for security officers through the ACIA or a private security agency.
- User is solely responsible for supervising all individuals at the Facility and adjoining property during the event. The ACIA is not responsible for providing this supervision. However, the ACIA may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

E. SET UP / CLEAN UP

- 1. User shall be responsible for arranging access during the time requested for entry and exit of the Facility.
- 2. User shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.
- 3. User shall be responsible for all clean up of the Facility, including adjacent grounds, at the end of the rental. User shall pick up, bag, and deposit all trash in the dumpsters generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. User shall also leave all fixtures, if any, in good working condition.
- User shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the ACIA Manager or his/her designee.
- 5. User shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, User shall be charged for any and all janitorial and/or repair fees incurred by the ACIA as a result.

F. EQUIPMENT / ACCESSORIES

- 1. User shall not remove, relocate, or take ACIA property outside of the Facility for any reason without the prior written approval of the ACIA Manager or his/her designee.
- User shall not use ACIA equipment, tools, or furnishings located in or about the Facility without the prior written approval of the ACIA Manager or his/her designee.
- Should the User wish to use any of the Thunder Room equipment (computers, audio visual displays, etc.) the ACIA may provide a technician to operate the system. Any costs incurred will be charged to the renter. The renter is not permitted to operate the systems without approval by ACIA.
- Renter shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the ACIA Manager or his/her designee.

G. MISCELLANEOUS

- 1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
- 2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.
- 3. Gambling of any kind is not permitted at the Facility
- 4. Smoking is not permitted at the Facility.
- 5. No animals are permitted at the Facility, with the exception of guide dogs.
- 6. If User violates any part of this agreement or reports false information to the ACIA, the ACIA may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all of the rental fee and/or the deposit.
- 7. The ACIA may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
- 8. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature:	
Print name:	
Tenant:	
Address:	
Telephone: Home:	
ACIA USE ONLY	
Approved	
Disapproved	
Date	
Ву	