



**THUNDER ROOM
FACILITY USE AGREEMENT**

The person signing this agreement and the organization on whose behalf the Facility rental is being made (collectively the "Renter") are responsible for compliance with this agreement. All Renters are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out Facility, Renter, 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

2. RENTER INFORMATION

Contact name: _____

Tel.: Home _____ Work _____

Organization _____

Address: _____

City: _____ State: _____ Zip: _____

3. EVENT INFORMATION

Description of event: _____

Date 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 rented until (1) Renter delivers to the ACIA the Facility Use Agreement, rental fee, deposit, certificate of insurance, 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. Renter shall provide the ACIA Manager or his/her designee with a single contact who is to serve as the representative for Renter's activities.
5. Renter 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. Renter 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. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
8. Renter shall permit any ACIA officers, employees, or agents to visit the event described in this agreement.
9. Under no circumstances shall Renter sublease or allow any other organization or individual to use the Facility for the period for which Renter has contracted. Renter is an independent contractor and not the agent or employee of the ACIA.

B. FEES

1. The ACIA may require a rental fee and/or a deposit from Renter.
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2. Any person or agency holding a reservation for the use of ACIA facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the Facility.
3. The ACIA may charge an additional amount of double the regular rental rate for any event continuing past the ending time stated in this agreement.
4. In the event the Facility is left damaged, Renter 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 Renter.

C. INDEMNIFICATION AND INSURANCE

1. Renter shall indemnify, defend, and hold harmless the ACIA, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the ACIA, its officers, employees, or agents.
2. Renter shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the ACIA's facilities and adjoining property. Such insurance shall name the ACIA, its officers, employees, and agents as additional insureds prior to the rental date of the Facility. **Renter shall file certificates of such insurance with the ACIA**, which shall be endorsed to provide thirty (30) days notice to the ACIA of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the ACIA may deny access to the Facility. Following are the specific insurance requirements:

General Liability Insurance \$1,000,000 per Occurrence/\$2,000,000 Aggregate Broad Form Coverage Includes Premises Liability and Products/Completed Operations. Atlantic County Improvement Authority is named as "Additional Insured" per the executed contract. Vendors insurance is primary to any other valid and collectible insurance.

Workers Compensation Insurance: Subject to New Jersey requirements. \$500,000 Section II coverage.

Auto Liability Insurance: \$1,000,000 Bodily Injury/Property Damage, Non-Owned and Hired Liability coverage must be included.

Excess Umbrella Insurance: \$1,000,000 Limit per Occurrence.

3. 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 Renter's 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.
4. Renter waives any right of recovery against the ACIA, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to the ACIA, its officers, employees, or agents.
5. Renter 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. Renter shall be responsible for procuring and paying for security officers through the ACIA or a private security agency.
2. Renter 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. Renter shall be responsible for arranging access during the time requested for entry and exit of the Facility.
 2. Renter 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. Renter shall be responsible for all clean up of the Facility, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash 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. Renter shall also leave all fixtures, if any, in good working condition.
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4. Renter 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. Renter 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, Renter shall be charged for any and all janitorial and/or repair fees incurred by the ACIA as a result.

F. EQUIPMENT / ACCESSORIES

1. Renter 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.
2. Renter 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.
3. Should the renter wish to use any of the Thunder Room equipment (computers, audio visual displays, etc.) the ACIA will 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.
4. 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 Renter 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.
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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: _____

Organization: _____

Address: _____

Telephone: Home: _____ Work: _____

ACIA USE ONLY

Rental fee _____ Deposit _____ Total paid _____

Approved _____

Disapproved _____

Date _____

By _____

Deposit returned _____
