

**WV Health Right Inc. CommUNITY Wellness Center
USE OF FACILITIES AGREEMENT**

This use of Facilities Agreement (“Agreement”), dated as of _____ (the “Effective Date”), by and between _____ (“Host Organization”), with address of _____, and West Virginia Health Right, Inc. (“WV Health Right”), with an address of 1520 Washington Street, East, Charleston, WV, a West Virginia non-profit corporation.

WITNESSETH:

WHEREAS, WV Health Right owns and operates the CommUNITY Wellness Center at 515 Central Ave, Charleston, WV, including a meeting space (“Meeting Space”) which it makes available to nonprofit organizations in the local community for the conduct of their programs, events, meetings and other activities; and

WHEREAS, the Host Organization desires to host nonprofit activities at the CommUNITY Wellness Center commencing on the Effective Date; and

WHEREAS, WV Health Right is willing to permit the Host Organization to host nonprofit activities at the Meeting Space commencing on the Effective Date, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the Host Organization and WV Health Right hereby agree as follows:

1. Purpose

1.1. The primary uses of WV Health Right Inc.’s CommUNITY Wellness Center Meeting Space (“Meeting Space”) are for learning, training, and creating community connectedness.

2. Meeting Space Description

2.1 List the space required. _____

2.1 The maximum number of occupants in the Meeting Space is _____.

3. Obligations of the Host Organization

3.1. An authorized representative from the Host Organization must sign this Agreement. The Host Organization will be responsible for the conduct of the meeting participants and for any damages to facilities.

- 3.2. WV Health Right may require the Host Organization to provide proof of General Liability Insurance.

4. Scheduling Frequency and Cancellations

- 4.1. Use of the Meeting Space may be scheduled up to three months in advance but no less than one day prior pending availability.
- 4.2. Any cancellation or change to a confirmed reservation must be received by the clinic coordinator or CEO, either in writing or by phone, at least five (5) business days in advance of the scheduled event.
- 4.3. Failure to notify WV Health Right of a cancellation, abuse of Meeting Space privileges, or non-compliance with the Agreement may result in immediate cancellation of use and denial of future use.

5. Permitted Uses

- 5.1. Events of commercial nature (i.e., profit is the direct/indirect purpose of the meeting) are not authorized; additionally, no fees may be charged for event (i.e., meeting or program) attendance.
- 5.2. If the Host Organization wishes to collect donations to defray costs associated with its meeting, it must obtain approval by the CEO prior to the use of the Meeting Space. Direct or indirect sale of any products or service is prohibited.
- 5.3. The Meeting Space may not be used for religious proselytizing, fundraising, partisan political activities, parties that are personal in nature (such as birthday parties, wedding receptions, etc.), or banquet-style events.
- 5.4. The Host Organization may not transfer its permission to use the Meeting Space to another organization or individual. The person signing the Agreement will be held responsible for proper use of the Meeting Space.
- 5.5. Any activity in the Meeting Space that is deemed a violation of federal, state, or local laws, codes, or ordinances is prohibited.

6. Right to Decline

- 6.1. WV Health Right reserves the right to decline any reservation applications.

7. Rules and Regulations for Meeting Space Use

- 7.1 A representative from the Host Organization must be in attendance and available to set up the Meeting Space and clean up after the event. The Host Organization

must adhere to the provided checklist for cleaning and returning the Meeting Room to its normal state.

- 7.2.** Food and beverages are allowed in the Meeting Space. All associated costs and catering arrangements are the responsibility of the Host Organization.
- 7.3.** Alcohol and drugs are not permitted in the Meeting Space or any WV Health Right property.
- 7.4.** No signs, posters, displays, or decorations may be put up without permission of the Clinic Coordinator. Use of nails, screws, tape, staples, etc. on the walls is prohibited.
- 7.5.** Guests should be reminded that the meeting must be limited to the assigned area in the Meeting Space.
- 7.6.** Upon arrival in the building, the meeting organizer must request a checklist from Clinic Coordinator or designee. The checklist is to be completed and signed by the authorized representative and returned following the reservation. By signing the checklist, the authorized representative certifies that the Meeting Space is returned to the standard use state and left clean and in good order.
- 7.7.** If the Meeting Space is not left in neat order, the Host Organization may be denied future use of the facilities.
- 7.8.** The Host Organization agrees to observe posted room capacities and ensure that its use shall not adversely affect the operation or tenancies of the WV Health Right facility.
- 7.9.** Damage to WV Health Right property shall be reported as soon as possible to the Clinic Coordinator. Repair of damages(s) or extraordinary cleaning will be charged to the Host Organization. By signing this Agreement, the Host Organization agrees to be responsible for such charges.
- 7.10.** Guests are responsible for their own supplies, specialized equipment, set up and clean up. Tables, chairs, and equipment must be returned to the standard use state and/or storage location within the time reserved.
- 7.11.** Groups composed of persons under the age of 18 must be sponsored by an adult and supervised by at least two adults at all times.
- 7.12.** At no time shall the conduct of any guests of the Host Organization become unruly, loud, or combative. In such an instance, meetings may be cancelled, and all booking options of the Host Organization may be revoked.
- 7.13.** No weapons of any kind are permitted in WV Health Right's buildings, including but not limited to the Meeting Space.

- 7.14. The burning of candles or use of scents is prohibited.
- 7.15. WV Health Right property is a smoke-free/tobacco-free and alcohol-free environment. The use of all tobacco products and electronic cigarettes is prohibited.
- 7.16. The Host Organization will not discriminate with regards to race, color, religion, gender, sexual orientation/identity, age, national origin, disability, or any other protected characteristic.
- 7.17. The Host Organization and its guests must refrain from leaving the Meeting Space area and entering business offices.
- 7.18. There are no pets allowed in the Meeting Space. However, service animals specifically trained to aid a person with a disability are welcome.

8. Indemnification

- 8.1. **The Host Organization, on behalf of itself, its members, directors, successors and assigns, hereby undertakes and agrees to indemnify WV Health Rights (and its members, directors, successors, employees, and assigns) and hold it and them harmless against and in respect of the following:**
 - (i) **All claims, debts, liabilities, and obligations of the Host Organization, whether absolute or contingent, arising out of or in connection with (A) the Host Organization's use of the Meeting Space as described herein, (B) the Host Organization's obligations, duties, and responsibilities described in this Agreement, or (C) the acts or omissions of the Host Organization, its members, directors, employees, agents, invitees and permittees in connection with the Host Organization's activities and uses of the Meeting Space; and**
 - (ii) **Any and all loss or damage sustained by WV Health Right as a result of any material breach of the Host Organization's representations, covenants, and warranties contained in this Agreement; and**
 - (iii) **Any and all actions, suits, proceedings, demands, assessments, judgments, costs and reasonable legal and other expenses incident to any of the foregoing.**
- 8.2. WV Health Right does not assume liability for injury or damage to personal property which occurs because of the actions of the sponsors or participants in a meeting.
- 8.3. The Host Organization is responsible for the cost of repairing damage to equipment, furniture, or the building caused by people in attendance at the meeting.
- 8.4. The Host Organization's obligations under this section shall survive expiration or earlier termination of this Agreement.

9. Relationship of Parties.

9.1 Nothing in this Agreement shall be construed to create an employment relationship, partnership, or joint venture between WV Health Right or the Host Organization. Neither party shall have the right to bind the other party to any legally binding agreement, obligation or understanding without the prior written approval of the other party, which may be withheld in such other party's sole and absolute discretion.

10. General.

10.1. Law Governing.

The validity and performance of this Agreement shall be governed by the laws of the State of West Virginia.

10.2. Severability.

In the event that any one or more of the provisions of this Agreement shall, for any reason, be held to be unenforceable, such unenforceability shall not affect any other provision, but this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained herein.

10.3. Entire Agreement.

This Agreement is the entire agreement and understanding of the parties hereto, and all prior agreements, understandings, letters of intent, discussions, conversations and negotiations are merged herein, it being understood that no representation of any sort not contained herein shall be deemed a part of the agreement between the parties.

10.4. Assignment/Modification.

This Agreement and the rights and obligations of the parties hereto may not be assigned or transferred by any party without the prior written approval of the other party, except for assignments and transfers pursuant to internal corporate reorganization. This Agreement may not be amended, modified or changed, nor may any provision hereof be waived, except by a written instrument signed by the authorized representatives of all parties hereto.

10.5. Nonwaiver.

The failure of either party to enforce, at any time, any of the provisions hereof, shall not be construed to be a waiver of the right of such party hereafter to enforce any such provisions, except as noted otherwise herein.

10.6. Further Assurances and co-operation.

Subject to the terms and conditions of this Agreement, at any time and from time to time after the execution and delivery hereof, at either party's request and without further consideration, the other party shall execute and deliver, or cause to be executed and delivered, to the party making such request such other documents, instruments and certificates, provide such materials and information and take such other actions as the party making such request may reasonably deem necessary or desirable in order to give effect to the provisions of this Agreement.

10.7. Notices.

Notices under this Agreement shall be sufficient only if mailed certified mail, return receipt requested, postage prepaid, or personally delivered to the parties at their addresses as set forth at the beginning of this Agreement, or to such other address as any party may designate by written notice. Notices by certified mail shall be deemed effective upon deposit in the U.S. Mail.

10.8. Duplicate Counterparts; Additional Documents.

This Agreement may be executed simultaneously in two or more identical counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary that any single counterpart hereto be executed by all parties hereto, so long as at least one counterpart is executed by each party. The parties further agree to execute any and all proper instruments and documents which may be necessary to effectuate the intentions and purposes of this Agreement.

10.9. Succession.

This Agreement shall inure to and be binding upon the parties, their heirs, successors, legal representatives and assigns (as limited herein).

10.10. Drafting.

No party shall be deemed to be the drafter of this agreement and in the event the agreement is ever construed by a court of law, such court shall not construe this agreement or any provisions hereof against either party as the drafter of the agreement. Nonprofit and Owner acknowledge that both parties have contributed substantially and materially to the preparation of this Agreement.

The Host Organization agrees to the terms and conditions of this Agreement. I am authorized to execute this Agreement on behalf of the Host Organization. I have read and understood the above Agreement.

Signature

Date

Print Name

Title

Host Organization

Phone

Agreed to by:

WV Health Right Inc.

By:_____

Its:_____

Date