

Piedmont Atlanta Fitness Center Gymnasium Event Rental/Use Agreement

This Event Rental Use/Agreement (the "Agreement") includes the Event Information Sheet (located on page 2 of this Agreement) and the Terms and Conditions that follow.

Please note that the **Rental Fee** listed on the Event Information Sheet **must be paid in full at least twenty-one (21) days prior to the Rental Date.**

The Event will not be considered booked and confirmed until Renter submits the full Rental Fee, an executed copy of this Agreement, and proof of insurance.

EVENT INFORMATION SHEET

Name of Organization or Person Renting: _____ (the "Renter")

Name of Contact Person for Renter (if Renter is company/organization): _____

Address: _____

City/State/Zip Code: _____

Phone Number: _____

Email: _____

Rental Fee: _____

Rental Date(s): _____

Start Time: _____ (including set-up and clean-up time)

Describe in detail the specific reason/purpose for the reservation (e.g. describe nature of event, such as summer camp, etc.):

Total # of people expected to attend the event: _____ (300 maximum limit)

Will this event be primarily attended by persons under the age of 18? Yes No

Please note: The Gymnasium Rules & Regulations and this Agreement require a responsible adult, age 21 or over, to be in charge of events and be present at all times during the rental period for activities involving minors.

Has, or will, this event be advertised and/or announced publicly in any way? Yes No

If yes, please attach a copy of the advertisement/announcement and list all places where it will be circulated and/or posted. Piedmont must approve all advertisements. _____

Payment Information: Are you paying by credit card or check? Credit card ___ Check ___ (make check payable to Piedmont Atlanta Fitness Center)	
Credit Card Number:	Name on Card:
Type of Card (Visa/ MasterCard /Amex/Discover):	Expiration date:

Piedmont Atlanta Fitness Center
2001 Peachtree Road Suite 100
Atlanta, GA 30309
404-605-1966
atlantafitness@piedmont.org

TERMS AND CONDITIONS

Renter and Piedmont Hospital, Inc. ("PAFC") agree as follows:

Obligation to Pay Rental Fee for Use. Renter agrees to pay the Rental Fee set forth on the Event Information Sheet (Page 2 of this Agreement), to use the PAFC gymnasium in accordance with the terms and conditions of this Agreement, for the purposes and on the dates and times set forth on the Event Information Sheet.

Definite Booking. **The Rental Fee must be paid in full at least twenty-one (21) days prior to the Rental Date.** Once Renter (or representative of Renter) signs and returns this Agreement, along with the Rental Fee and proof of insurance, the reservation will be confirmed and considered a definite booking.

Cancellation Policy. Renter may cancel this Agreement without further obligation by delivering to PAFC a written notice of such cancellation at least fourteen (14) days prior to the Rental Date (the "Cancellation Deadline Date"). If Renter cancels this Agreement by written notice after the Cancellation Deadline Date, but at least forty-eight (48) hours prior to the Rental Date, Renter is subject to a fifty percent (50%) cancellation charge for liquidated damages. If Renter cancels this Agreement by written notice within forty-eight (48) hours of the Rental Date, Renter is subject to a one hundred percent (100%) cancellation charge for liquidated damages. The parties agree that neither charge constitutes a penalty.

PAFC reserves the right, in its sole discretion, to unilaterally cancel and/or revoke this Agreement and/or to terminate the planned use/event in progress, for any reason, including but not limited to: if utilization is for purposes other than that disclosed herein; or if the use/event is deemed hazardous to the public health, safety or welfare; or for noncompliance with any applicable PAFC Rule or Regulation or federal, state or local law or regulation. In the event that PAFC cancels the Event without cause, Renter shall be entitled, as its sole remedy, to refund of the Rental Fee.

Insurance. Renter agrees to obtain, at its own cost and expense, general liability insurance in the sum of not less than One Million Dollars (\$1,000,000) per occurrence, and Three Million Dollars (\$3,000,000) in the annual aggregate. Renter shall, at the time of execution of this Agreement, furnish Piedmont with a copy of said policy or a certificate that such insurance has been issued, and Piedmont shall be named as an additional insured thereunder.

Indemnity. Renter agrees that it will indemnify, defend and hold harmless PAFC, its parent, its affiliates and their respective officers, directors, agents, employees and volunteers from and against any and all claims, damages, losses, liabilities, judgments and expenses, of whatever nature, including reasonable attorney fees, that are caused in whole or in part by any act or omission of Renter or Renter's employees, agents, volunteers, independent contractors, students, guests and/or invited program participants/attendees (collectively, "Renter's Invitees") at PAFC in connection with this Agreement.

Permits/Licenses. If the Renter's Event requires a permit or license from a governing body, local, state or federal, Renter is solely responsible for obtaining such license or permit at the Renter's expense.

Compliance with Law/Use of Space/Actions of Renter and Invitees. Renter and Renter Invitees shall use the gymnasium in compliance with all federal, state and local laws, regulations, ordinances, rules and orders. Renter shall use the PAFC gymnasium for the purpose described on the Event Information Sheet or as otherwise approved in writing by PAFC. PAFC shall have the right to immediately and without penalty terminate this Agreement should Renter use the gymnasium for any other purpose. Renter shall not invite

or allow access to the Event by members of the media to film or record the Event in any medium without the express written approval of PAFC. Further, Renter shall not conduct any activity or provide any services in PAFC's facility to a third party that are commercially competitive with any activities conducted or services provided by PAFC. Renter shall use the gymnasium and facilities made available by PAFC in a safe, careful, clean and proper manner, and in accordance with this Agreement and all conditions of insurance policies maintained by Renter hereunder.

Condition of Facility. Renter represents that it has made a thorough inspection of the gymnasium area and agrees to take the same in its conditions "as is" as of the date hereof, and PAFC shall have no obligation to later, improve or decorate the gymnasium for Renter's use. Renter shall not make or cause to be made any alterations, installations, improvements, additions or other physical changes in or about the gymnasium area without PAFC's prior consent, which consent may be withheld in PAFC's sole discretion. Renter shall be responsible for any and all damage to PAFC, equipment or facilities caused by Renter and Renter's Invitees, except for reasonable wear and tear.

Additional Charges/Taxes. The Rental Fee does not include any applicable taxes, labor charges, or fees for security, audiovisual, equipment such as tables and chairs, storage, or any other miscellaneous charges incurred. Renters that are tax exempt in the State of Georgia must provide a copy of their tax exemption certificate to have sales tax excluded from their final invoice.

Food and Beverage Service. No food or beverages are allowed in the gymnasium area. In addition, no alcoholic beverages are permitted in the gymnasium area or otherwise in the PAFC facility during the Event.

Clean-up of Space. Renter is responsible for orderly conduct and must leave the gymnasium area in the same order and condition as it was before his/her/its use. In addition to all other rights and remedies that it may have. PAFC reserves the right to charge Renter for damages beyond normal wear and tear and/or cleaning charges resulting from the Event.

***Minors and Adult Supervision.** Renter (or Renter's authorized representative if the renter is an organization/company) must be 21 years of age or older to rent space at the PAFC, including but not limited to the gymnasium. A responsible adult age 21 or over must be designated by Renter to be in charge of the Event and present at all times during the rental period for activities involving minors. In addition, the responsible adult and any Renter personnel must be appropriately qualified and licensed/certified if required by applicable law to perform services and have direct contact with minors.

Right of Access. PAFC, and those persons authorized by it, shall have the right to enter the gymnasium area at all reasonable times for any reasonable purpose, as well as at any time in the event of an emergency involving possible injury to property or persons in or around the gymnasium.

Intellectual Property. Renter may not use any trade names, trademarks, service marks, copyrights or other intellectual property rights of PAFC or its parent or affiliates in any way without the express written permission of Piedmont Healthcare, Inc.

No Other Rights Created. Nothing in this Agreement is intended to, nor shall it be construed as, a lease or a conveyance of the gymnasium area by PAFC to Renter or to confer upon Renter any right, title, estate or interest in the gymnasium, except for such rights expressly granted by PAFC pursuant to this Agreement, and nothing in this Agreement shall be construed as an agreement by PAFC to assume any responsibility or liability for the actions or inactions of Renter and Renter's Invitees.

Scheduled Times. Renter and Renter's Invitees may not enter PAFC's facilities before or stay later than the Renter's Event on the Rental Date. Should the Renter or Renter's Invitees enter before or stay later than the Renter's Event, the Renter may be subject to an additional Rental Fee.

Loss, Stolen or Abandoned Items. The PAFC is **NOT** responsible for any lost, damaged or stolen personal items during the Renter's Event. PAFC is not responsible for articles, equipment, clothing, etc. left in the gymnasium area or other parts of PAFC's facility prior to, during or after the Event.

Signage/Decorations. All signage must be approved by PAFC. No signage or decorations are allowed on any PAFC facility walls, including the walls of the gymnasium. Renter may place decorations on tables, but such decorations must leave **no** marks or residue when removed by Renter. Confetti, glitter and candles are not allowed. Balloons must be secured. No decorations or lights may be hung from the ceilings. Decorations must not hinder entrance or egress or fire alarm systems. Renter may be charged a cleaning fee for any damage or decorations left by Renter in the gymnasium area after the Event, as detailed above. PAFC reserves the right to remove decorations or any other property of Renter from its premises that the Renter leaves in the gymnasium after Renter has vacated the premises.

Non-Solicitation. In accordance with PAFC policy, no soliciting is allowed on PAFC property under any circumstances.

Smoking. PAFC is a smoke-free facility. No smoking is permitted anywhere on PAFC property.

Copies/Faxes. If the Renter needs copies made on the day of the Event, copies can be made for 10 cents a page. Local facsimiles can be sent for \$1 a page. Incoming faxes will also be charged at \$1 per page.

Limitation on Liability. **In no event will PAFC be liable to Renter or its Invitees for any special, indirect, incidental, consequential, punitive or exemplary damages of any kind, including but not limited to, lost profits, lost business or goodwill, nor shall PAFC's total liability exceed the amount of the Rental Fee actually received by PAFC hereunder for any matter arising out of or in connection with the performance or nonperformance of this Agreement, whether such liability is asserted on the basis of contact, tort or otherwise, even if PAFC has knowledge of the possibility of such damages.**

Force Majeure. Neither party shall be liable to the other to the extent its performance of this Agreement is prevented or delayed by acts of God, war, terrorism, strikes, government regulations, disaster, fire, lockouts, civil disorder, action of public authorities, labor difficulties, curtailment of transportation facilities, or any other similar cause beyond the control of a party.

Changes/Notice. Any changes to these terms must be in writing and signed by authorized representatives of both parties in order to be effective. Any notice hereunder shall be given to the individuals listed on the Information Sheet.

Assignment. Renter may not transfer or assign all or any part of this Agreement, including by operation of law, without PAFC's consent.

Applicable Law. This Agreement will be governed by laws of the State of Georgia.

House Rules. Renter agrees that it will comply with all rules and regulations which are adopted from time to time by PAFC for general and uniform application to the operation and care of its facility or the event(s) occurring therein. A copy of the Piedmont Atlanta Fitness Center Rules and Regulations is attached.

Entire Agreement. The Event Information Sheet and the Terms and Conditions constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior negotiations, understandings and agreements of the parties, whether oral or written, which relate to the subject matter of this Agreement.

Conflict. Any inconsistency between the Event Information Sheet and the Terms and Conditions shall be resolved in favor of the Terms and Conditions.

Counterparts/Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement may be executed electronically or by hand, and signed copies may be delivered as hard copies or as electronic copies transmitted by facsimile or electronic mail in Adobe portable document format (.pdf) or similar format. All signatures made by a party and transmitted by such means will be deemed original signatures.

The undersigned, signing on behalf of the above named Renter, has the authority as an authorized representative of the Renter to bind said Renter to the terms and conditions of this Agreement.

x _____
Signature of Renter/Authorized Representative

Date

Signatory Printed Name

x _____
Signature of Piedmont Hospital, Inc.

Date

Printed Name and Position