

Parke County REMC Multi-Purpose Room Application

Name of Individual or Group ("User"): _____

Name of Responsible Party: _____

Address: _____

Phone: _____

Email: _____

Purpose of Meeting or Event: _____

Expected Attendance: _____

Date and Time Requested: _____

Duration of Meeting or Event: _____

Agreement for Use of Parke County REMC Multi-Purpose Room

This Agreement for Use of Parke County REMC Multi-Purpose Room ("Agreement") is entered into by and between Parke County Rural Electric Membership Corporation ("REMC") and the User identified above. The undersigned representative of User states and affirms that he or she is at least 18 years of age and has authority to enter into this Agreement on behalf of User and bind User to the terms and conditions of this Agreement, including, without limitation, with respect to payments or any amounts becoming due hereunder.

REMC's Multi-Purpose Room is designed for the use of REMC and its employees, members and other community organizations. **The CEO or his/her designee will make the final determination on any use of the Multi-Purpose Room, keeping in mind the benefit to the membership of REMC as a whole. REMC reserves the right to refuse use of the Multi-Purpose Room to any person or group in REMC's sole discretion, provided that REMC will not unlawfully discriminate against a protected class, such as race, color, religion, sex, disability or national origin.** Examples of acceptable use of the Multi-Purpose Room include, but are not limited to, business meetings and community gatherings. Private events such as birthday

parties, family gatherings, wedding parties and funeral visitations will not be approved.

User shall not use and/or permit the use of the Multi-Purpose Room in any manner constituting a violation of any ordinance, statute, regulation or order of any governmental authority. Furthermore, User shall not permit any nuisance to occur or exist on REMC property, including the Multi-Purpose Room. If such activity occurs, User waives all rights to use of the Multi-Purpose Room and shall vacate immediately upon request of REMC, an agent or employee of REMC or any regulatory authority having jurisdiction over the REMC property.

Contact for use, scheduling for set up, opening of building or other services must be arranged in advance of the use of the Multi-Purpose Room by contacting REMC's Management at room@pcremc.com. REMC will make reasonable efforts to accommodate each approved applicant's requested date and time, but REMC-sponsored events take precedence over any other scheduled events. The Multi-Purpose Room is available for use inside or outside of business hours, but User must pick up and drop off the keys to access the Multi-Purpose Room at the REMC headquarters during business hours.

REMC should be notified immediately if an approved applicant desires to cancel its reservation. Failure to do so may result in the refusal to permit future reservations.

The maximum number of individuals allowed in the Multi-Purpose Room at one time is limited to 75 persons. All persons under the age of 18 must be supervised by an adult with at least one adult per four children. User shall be responsible at all times for the actions and conduct of their guests, invitees, agents and representatives. Use is to be confined to the hallway leading to the Multi-Purpose Room from the public entrance, the Multi-Purpose Room, the restrooms and the food warming areas. All other areas are restricted. Approved applicants may have access to the aforementioned facilities only at the approved times.

User hereby acknowledges that they are aware that the REMC premises, including the Multi-Purpose Room, are monitored by security cameras at all times. REMC staff shall have free access to all rooms at all times and may enter the premises at any time.

User is responsible for reasonable care of the Multi-Purpose Room and will be held responsible for any damage to the general condition of the Multi-Purpose Room during use. **User will be assessed and will pay reasonable charges for repair or replacement of any portion of the facilities, including building fixtures, furniture, equipment or other items belonging to REMC, that are damaged during the course of User's use of the Multi-Purpose Room. Should damage occur, User shall immediately contact REMC at 765-569-3133. If the call is placed while the REMC's office is closed, please ask to speak to the Supervisor On Call.**

Outside food and beverages may be served in the Multi-Purpose Room. Use of the facilities, including appliances, is included with the use of the Multi-Purpose Room; however, REMC will not provide dishes, utensils, serving ware or cookware. User is prohibited from using any such items that are located in the kitchen. REMC shall make reasonable efforts to keep the kitchen operational but makes no warranty as to the availability of the kitchen or any appliances therein. Alcoholic beverages, tobacco products, illegal or controlled substances of any kind,

explosives and flammables are prohibited on REMC property. Animals are prohibited, except for service animals.

No tape, tack pins, staples, glue, poster putty, nails or graffiti are allowed on the walls, floors, ceiling, chairs or tables of the Multi-Purpose Room.

REMC does not provide a computer for use. However, User may bring a laptop or tablet to connect to REMC video and audio equipment. Guest wifi access is available but is not guaranteed. Any equipment or other items brought in must be removed by User when the meeting or event is concluded. REMC will use best efforts to assist with connection to REMC video and audio equipment or wifi during business hours, but such support will not be available outside of business hours.

User is responsible for their own set up and take down, as well as cleanup of facilities used. Cleanup includes throwing away any trash or debris and ensuring lights and water are turned off. Anything that is spilled should be wiped up. User will be responsible for cleaning the kitchen, tables, countertops, floors, etc. when used. User shall remove all trash and garbage from REMC property, and trash receptacles may not be used within a liner or trash bag. User must also bring their own serving and dinnerware, disposable products (such as trash bags) and cleaning supplies.

Groups, organizations or members using the Multi-Purpose Room are not endorsed by REMC, and views of those groups do not reflect the views of REMC. The use of REMC's logo or trademark in event materials, publications or promotions is prohibited.

Use of REMC's outdoor space is for event parking only. No signage, event promotion or demonstrating are permitted on REMC property outside the Multi-Purpose Room without express permission from REMC.

REMC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE MULTI-PURPOSE ROOM OR REMC PROPERTY OR THE CONDITION THEREOF, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL REMC BE LIABLE TO USER OR TO ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND ARISING BY WAY OF CONTRACT OR TORT, EVEN IF REMC HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.

By signing this Agreement, User agrees to indemnify, defend and hold harmless REMC and its members, directors, officers, agents and employees from any and all liability, damages, losses and costs (including reasonable attorney fees) arising out of the use of REMC facilities and any third-party claims from any liability resulting from the use of REMC facilities. User shall reimburse REMC for all costs of collection of any amounts due hereunder, including, without limitation, court costs and reasonable attorney fees.

By signing below, the undersigned representative of User accepts, acknowledges and understands the terms and conditions of this Agreement on behalf of User. User agrees to adhere

to the terms and conditions of this Agreement and assume full responsibility for any activity held in or on REMC facilities. User understands that they are responsible for any damages as determined by REMC and agrees to pay any expenses assessed by REMC as the result of damage, negligence or violation of this Agreement. Failure to comply with this Agreement may result in withdrawal of REMC Multi-Purpose Room privileges, in addition to any other remedy REMC may have available at law or in equity.

USER

Organization: _____

Signature: _____

Printed Name: _____

Date: _____

Please submit completed application to Parke County REMC, Attention: Management, 5001 E. U.S. 36, Rockville, IN 47872, or via email at room@pcremc.com.

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