

ST. JOHN COMMUNITY CENTER
CONTRACT FOR USE OF FACILITY

CONTRACTING PARTY: American Cancer Society – Relay for Life

Authorized Rep. Summer Malone Date Issued: 9/19/2013

Name of Event: Relay For Life of St. John Parish Event Date: March 29, 2014

Address: 2605 River Road

City: New Orleans State: LA Zip Code: 70121

Phone: 504-417-5541 Fax: _____

Contact: Summer Malone (Title): 2014 Chair

Pursuant to its RULES AND REGULATIONS, St. John Parish Council, hereby grants to Contracting party permission to use space in the St. John Community Center on the dates specified and at the fees stipulated, all as described below.

DEFINED TERMS: Whenever used in this contract, the term "Parish" shall mean and refer to the St. John Parish Council, State of Louisiana, engaged in the business of managing the St. John Community Center ("SJCC").

This contract shall have no force of effect whatsoever unless it is executed by Contracting Party and returned to the Parish with the required rental deposit within (10) days after the date of issuance and approved by the Parish. Contracting Party shall sign this contract in the space(s) provided and by said acceptance, Contracting party shall covenant and agree that it will perform or abide by each and every item and/or restriction and/or limitation of this contract.

(I) PAYMENT – Contracting Party agrees to pay to the Parish the minimum rental fee for facilities used in accordance with the specified rates as well as any additional fees to be paid by invoice following event, which may be applicable for services and/or equipment provided by the Parish. The minimum rental fee shall be due and payable **(Make money orders or certified checks payable to St. John Parish Council)** in the manner specified below prior to the occupancy of the SJCC. In no case shall there be any occupancy of the SJCC by Contracting Party or its agents until the minimum rental fee has been paid, and Certificates of Insurance coverage's as described in Section (3) below are received by the Parish and verified.

- a) Function: Relay for Life of St. John Parish
- b) Set-up Date: Thursday, March 27, 2014 and Friday, March 28, 2014
- c) Event Date(s): Saturday, March 29, 2014
- d) Facilities Use: Period of: 1 Day (s).
- e) Event Time(s): 12:00 PM – 3:00 AM
- f) Room or Area: Parking Lot
- g) The minimum rental fee for use of the St. John Community Center is: \$200.00
- h) The required deposit for execution of this contract is: \$100.00
Contract and Deposit due on
- i) The remaining balance of : \$100.00
- j) Final balance to be paid no later than March 15, 2014

The following telecommunication services are available: telephone lines, fax lines, wireless internet, and long distance service. If the Contracting Party or Contracting Party's exhibitors order telephone service, a deposit will be required for the telephone instrument, which will be refunded upon its return after the event. Should long distance

service be requested, a deposit will be required in addition to the instrument deposit. Any long distance charges will be taken out of the deposit before it is refunded.

(II) INDEMNITY – Contracting Party agrees to conduct its activities upon the premises so as not to endanger any person or property and agrees to indemnify, defend, reimburse and hold harmless the SJCC and the Parish, and their respective directors, officers, shareholders, employees, partners, agents, contractors, sub-contractors, experts, attorneys, licensees, affiliates, mortgagees, trustees, successors, assigns, and invitees of such persons, from and against any and all liabilities, claims, demands, causes of actions, orders, directives and/or, judgments for money, losses, costs and expenses, including, attorney's fees and court costs, associated with, arising from or out of the activities conducted by the contracting party, its agents, members, and/or guests pursuant to and in accordance with this contract. This indemnification and hold harmless obligation shall include, but not be limited to, the burden and expense of defending all claims, suits, and administrative proceedings, even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when as the same become due, any and all judgments, penalties and other sums due against such indemnified persons.

(III) INSURANCE – Thirty (30) days prior to the time the Contracting Party is entitled to any right of access to the SJCC, it shall procure, pay for, and maintain (during the entire term of the period of use) the minimum insurance coverages outlined in Section III (A) below and shall furnish the Parish a copy of an executed certificate of all required insurance coverages. All coverages shall be issued by an insurance company duly authorized to conduct business in the State of Louisiana and with A.M. Best rating of A: VII or better. (All insurance coverages are subject to approval by the Parish).

(A) Minimum Insurance Coverage Required: (1) Comprehensive General Liability Insurance (Broad form) or Commercial General Liability Insurance including Personal Injury Liability, Independent Contractor's Liability, and contractual Liability, covering, but not limited to, the liability assumed under the indemnification provisions of this contract with limit of liability for bodily and property damage of not less than \$1,000,000 combined single limit. (2) Workers Compensation and Employers' Liability Insurance shall be provided with Louisiana Statutory Limits that will protect the Parish from claims under the Louisiana Worker's Compensation Act. The limit of liability under the Employers Liability Section of the Workman's Compensation Insurance policy (ies) required hereunder shall be in the amount of: Bodily Injury by Accident - \$100,000 each accident; Bodily Injury by disease - \$500,000 policy limits; Bodily Injury by disease - \$100,000 each employee. (3) Comprehensive Motor Vehicle Liability Insurance shall be provided with limits of not less than \$500,000 for each occurrence. Such insurance shall include coverage for loading and unloading hazards. (4) Fire Legal Liability – Fire legal Liability in the amount of \$100,000 is required.

(B) Endorsements – Each insurance policy shall include the following endorsements; The terms of this insurance is for the duration of the contract period which includes the period from right of access through the period allowed for removal of property. Thirty (30) days notice of cancellation or material change will be given to the SJCC and the Parish shall be named additional insureds, and shall be so stated on the certificate(s) of insurance. The Contracting Party's insurer(s) shall have no right of recovery against the SJCC, or the Parish. This waiver of subrogation will be included on all policies and shall be so stated on all certificate(s) of insurance. The insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies. Companies issuing the insurance policies shall have no recourse against the SJCC, or the Parish for payment of any premiums or deductibles, which is the sole responsibility of the Contracting Party. The term "Other valid and collectable Insurance" shall not apply to the insurance coverage carried by the SJCC, or the Parish.

(IV) UNAVAILABILITY OF PREMISES – In the event that the Premises contracted hereunder or any portion thereof are not available for occupancy upon commencement or during the term of the contract due to fire, casualty, acts of God, national emergency, civil disorder, or other cause beyond the control of the Parish, Contracting Party hereby waives any claim against the Parish for damages by reason of the unavailability of the premises. Any unearned portion of the rent for the SJCC, or affected area hereunder, shall abate, or if previously paid, will be refunded by the Parish to Contracting Party.

(V) DEFAULT – If a default is made by Contracting Party or the Parish on the performance of any of the material covenants or agreements hereof and said default is not cured or remedied to the satisfaction of either party within a reasonable time after notice thereof, the following procedures in the sequence indicated will be undertaken to remedy it: (a) Negotiation; (b) Alternative Dispute Resolution (A Non-Binding Arbitration program); (c) Litigation. Any proceedings instituted under (V) b and c above must be instituted in the Fortieth Judicial District Court, Parish of St. John the Baptist, State of Louisiana.

A) Reasonable notice and time to cure or remedy a contract default do not apply to situations involving personal safety, immediate waste, and damage to the facilities.

- B)** In the event of litigation, the Prevailing Party (Contracting Party or the Parish) shall be entitled to reimbursement of all reasonable expenses (including legal/attorney's fees and court costs) and lost profits substantiated by the Prevailing Party if cancellation or default is made by Contracting Party or the Parish in the performance of any of the obligations contained in this contract.
- C)** The filing by or against Contracting Party of a petition of bankruptcy or insolvency, or for reorganization or arrangement, or for appointment of a receiver or trustee of all or a portion of Contracting Party's property, or making of an assignment for benefit of creditors of Contracting Party, shall constitute a default under this contract, and the above mentioned notice period and procedures shall not be required in such a case.

(VI) CANCELLATION – If Contracting Party cancels its commitment for reasons other than those outlined in Section (IV) above to use the dated and space outlined herein, the following policies and payments to the Parish will apply: (A) Payments: (1) All specified deposits will be forfeited with cancellation at any time. (2) 25% of the minimum rental fee plus all specified deposits will be forfeited if cancellation occurs within one hundred eighty (180) days of the first occupancy date, or (3) 100% of the minimum rental fee which will include all specified deposits will be forfeited if cancellation occurs within sixty (60) days of the first occupancy date. (4) Payment for partial cancellation of space will be determined on a prorata basis (B) The Parish will make every effort to re-lease Contracting party's space and dates and shall apply rent received against Contracting Party's cancellation payment, excluding its deposits. This provision applies only to new events occupying the canceled space and dates and does not apply to events moved into Contracting Party's space and dates from within the same year. (C) Cancellation payments are due at the time of cancellation. Rent received by the Parish for the re-lease of space will be refunded to Contracting Party not later than 60 days following the scheduled last day of occupancy.

(VII) COMPLIANCE WITH GOVERNMENTAL LAWS AND REGULATIONS – Contracting Party shall comply with all laws, ordinances and regulations adopted or established by Federal, State, Local, or Municipal governmental bodies. Contracting Party shall obtain all permits or licenses required by laws, ordinances, and rules and regulations.

(VIII) COMPLETE AGREEMENT – The parties hereto agree that the terms and conditions of this contract, including any addendum's attached hereto set forth the entire agreement of the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and that this contract cannot be changed or modified except by a written instrument signed by both the Parish and Contracting Party.

(IX) ENFORCEMENT OF TERMS – The Parish's failure to strictly enforce any term or condition of this contract shall not operate as a waiver of any of the Parish's rights hereunder and shall not preclude the Parish from the subsequent enforcement of any such term or condition.

(X) NOTICE – Notice under this agreement shall be given by hand delivery, receipt required, or by certified mail, return receipt required, or by certified mail, return receipt requested.

In the case of the St. John Parish Council addressed to:

In the case of Contracting Party addressed to:

St. John Community Center
2900 Hwy 51
Laplace, LA 70068

American Cancer Society
2605 River Road
New Orleans, LA 70121

Or the last address of either party of which the other is given written notice.

(XI) GOVERNING LAW – The parties hereby agree that this contract shall be governed by and construed under the laws of the State of Louisiana.

(XII) VENUE – In accordance with LSA-R.S. 13:5101 et.seq, no lawsuits or other judicial proceedings shall be instituted by the Contracting Party in any court other than the Fortieth Judicial District Court, Parish of St. John the Baptist, State of Louisiana. Contracting Party does by entering into this contract waive any pleas of jurisdiction of the Fortieth Judicial District Court, Parish of St. John the Baptist, State of Louisiana.

(XIII) SEVERABILITY CLAUSE – If any one or more of the provisions contained in this contract shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this contract, and in such an event, this contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

(XIV) NON-DISCRIMINATION – The Contracting Party agrees that it will not discriminate against any persons in connection with admission, services, or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

(XV) SUBLETTING AND ASSIGNMENT – The contracting Party hereby agrees that it shall not sublet or assign its rented space in this facility or any of its rights in this contract without the prior written consent of the Parish.

(XVI) MOVE-IN/MOVE-OUT – All move-in/move-out days begin at 7:30 A.M. and last no longer than ten (10) hours in duration. When move-in/move-out exceeds ten (10) hours, an hourly rate based on the facility move-in rate will be charged to Contracting Party.

(XVII) RULES AND REGULATIONS – All terms and provisions contained in the RULES AND REGULATIONS/GENERAL POLICY REGULATIONS pertaining to the SJCC are applicable to this contract and are made part hereof as though printed in their entirety. By signing this, Contracting Party acknowledges receipt of a copy of the RULES AND REGULATIONS/GENERAL POLICY REGULATIONS and agrees to abide by them.

(XVIII) DEPOSIT – This contract is void unless executed and returned to this office by 12/15/2013 with a deposit of \$100.00 made payable to St. John Parish Council.

St. John Parish Council

By Its Authorized Representative

Natalie Robottom 11/7/13

Natalie Robottom

Date

Parish President

St. John the Baptist Parish

Contracting Party by Its Authorized Representative

Katie McCarty 10-29-13

Signature

Date

Katie McCarty / American Cancer Society

Print Name/Title

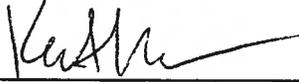
Signature

Date

Print Name/Title

**St. John Community Center
INSURANCE AGREEMENT**

I have fully read the St. John Community Center rental contract and understand that I must provide the Center with an original proof of insurance for at least the minimum amount of insurance required per section III, paragraphs A and B. Failure to provide the Center with this proof of insurance at least 30 days prior to the event will result in the cancellation of my event and a forfeiture of all prior deposits.

A handwritten signature in black ink, appearing to be 'Kurt', written over a horizontal line.

Client's Signature

USE AGREEMENT ADDENDUM I

This addendum ("ADDENDUM") is made and entered into by and between the St. John Parish Council, State of Louisiana ("Parish"), engaged in the business of managing the **St. John Community Center** ("SJCC"), and ("CONTRACTING PARTY") that certain Contract for Use of Facility dated **12/15/2013** that was entered into by and between the Parish and Contracting Party.

1. USE: Manager grants to CONTRACTING PARTY a non-assigned right to use and occupy that portion of the SJCC as described below:

<u>Area</u>	<u>Date</u>	<u>Event Times</u>	<u>Access Times:</u>	<u>Function & Set-up</u>	<u>Rental</u>
Parking Lot	3/29/2014	12PM – 3 AM	7AM – 3 AM	Event	\$200
				Clean Up Fee	\$0
				Security (to be provided by Sheriff's Office)	\$0
				Tables/Chairs (seating for 200)	\$0
Parking Lot	3/27-3/30 2014			Set-up	\$0
ESTIMATED TOTAL					\$200.00

1. CONTRACTING PARTY agrees to pay SJCC all charges for services and/or equipment either requested by CONTRACTING PARTY or by the SJCC at the time of coordination or during event. Additional charges for equipment or services (not specified on the addendum) will be reflected on the final invoice.
2. Any set up changes requested by CONTRACTING PARTY must be made 72 hours prior to move in, or CONTRACTING PARTY will be subject to an additional set up charge.

**ST. John Parish Council,
STATE OF LOUISIANA**

Natalie Robottom 11-7-13
Natalie Robottom
Parish President
St. John the Baptist Parish

Date

CONTRACTING PARTY:

Katie McCarty
Signature

10-29-13
Date

Katie McCarty / American Cancer Society
Print Name/Title

