



## **FACILITY USE AGREEMENT**

This Facility Use Agreement (the "Agreement") is entered into this day of executed signatures, by and between The Centers for Families and Children ("The Centers") and the County of Cuyahoga, Ohio. ("County")

1. **USE OF FACILITY.** Subject to the terms and conditions of this Agreement, The Centers agrees to allow County to use the **Mandel Community Room**, located at 4500 Euclid Ave. Cleveland, Ohio 44103 on November 19, 2013 between the hours of 8:00 a.m. to 4:00 p.m. and November 22, 2013 8:00a.m. to 12:00p.m. for the purpose of the Agency's Roll-out Event. County will not conduct or permit any other use or subject the Facilities to any use that may cause damage. County may use the Facilities only on the date and during the hours specified above. County agrees to take good care of the Facilities and to maintain and return them in as good of condition and order as they were prior to use. County will not make or permit to be made any alterations, additions or improvements whatsoever to the Facilities. County will not store or possess any hazardous substances. Upon completion of the event, the County will remove all property and materials of you or your employees, invitees, guests and agents. Unless special arrangements have been made with The Centers, any property left on The Centers premises for more than three (3) business days after termination of this Agreement will be deemed to be abandoned and become the property of The Centers to be disposed of or utilized at The Centers' discretion. If due to the County's negligence the Facilities are damaged or left excessively dirty, the County agrees to pay all costs of repairs or cleaning service upon receipt of an invoice from The Centers.
2. **FACILITY FEE AND OTHER COSTS.** The facility fee covers the costs for the use of the room, building spaces, personnel and equipment listed in Exhibit A. If the County breaches this agreement or cancels the event, then the rules in Section 4 apply. (Additional information regarding payment procedures is listed in Exhibit A.)

**INSURANCE.** County represents and The Center accepts that the County's is self-insured for the use of the Facilities. The County agrees to provide The Centers with written verification of such self-insurance program.
3. **CANCELLATION POLICY.** If the County cancels this Agreement in writing less than 30 days to the scheduled Event, then the deposit will be kept by The Centers. In the absence of written notice, County will be held liable for the remaining balance of the facility fee even when the County does not use the space for the Event.
4. **CATERING.** The County must use a caterer on The Centers approved list. County will be responsible for making all the arrangements with the Caterer. It will be the

responsibility of the Caterer to provide all food and/or refreshments, service, dishware and linens. The Centers is not responsible for any disputes that may occur between the Caterer and the County. Furthermore, the trash generated during the Event shall be taken out of the premises and placed in the dumpster by the County or their designee.

5. **USE OF COMPUTER EQUIPMENT AND SYSTEMS.** County will not install any software on The Centers' computer equipment on without the prior written approval of The Centers. County assumes responsibility for damage to computer equipment and systems, and loss of The Center's data arising out of the negligent use of The Centers computer equipment, including, but not limited to, the unauthorized use of software and the installation of defective software by the County's employees, invitees, guests or agents.
7. **RULES GOVERNING USE OF PROPERTY.** Unless otherwise agreed to by The Centers, County agrees that it will only use the Mandel Community room for purposes that are acceptable to The Centers. County shall ensure that its members and guests comply with the terms of this Agreement and with any rules and regulations that The Centers may establish governing the facility and use of the Mandel Community room. County acknowledges that The Centers has the right to remove or exclude persons who violate applicable rules and regulations governing the facility and/or use of the meeting room.
8. **ACCESS BY CENTERS PERSONNEL.** The Centers and its agents, employees, and representatives must have access to the meeting room at all times, including without limitation to ensure compliance with all rules and regulations governing the general use and maintenance of the space.
9. **ENTIRE AGREEMENT.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.
10. **ACCEPTANCE OF RESPONSIBILITY.** Each party to this Agreement shall be responsible for its own acts or omissions and any and all claims, liabilities, injuries, including death, suits, demands, losses and expenses of any kind which may result from or arise out of any malfeasance, negligence, tortious acts and unlawful conduct caused or alleged to have been caused by that party, its employees, agents or guests, in the performance or omission of any act or responsibility of that party under this lease.
11. **APPLICABLE COUNTY ORDINANCES.** All County of Cuyahoga, Ohio (County) contracts, including this Agreement, are subject to all applicable County ordinances, including but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Contracting

and Purchasing Procedures Ordinance. Copies of all County ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.

12. **ELECTRONIC SIGNATURE.** By entering into this Agreement, The Centers agrees on behalf of its officers, employees, subcontractors, sub-grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County's signature may be executed by electronic means, and that the electronic signatures affixed by County to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. The Centers also agrees to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Edward FitzGerald, County Executive

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

**THE CENTERS FOR FAMILIES AND CHILDREN**

Name:

ANN HOLT-WIOLLAND

Print Name

Signature:

Ann Holt-Wiolland/jco

Authorized Signature

Date:

Address:

Date:

10-28-13

Address:

4500 Euclid Avenue  
Nancy Lyon Porter Building  
Cleveland, OH 44103

## EXHIBIT A

Rental Fee-November 19 and 22, 2013	2 @ 450.00 = \$900.00
<b>Total</b>	<b>\$ 900.00</b>

Please submit agreement and check to:

The Centers for Families and Children  
4500 Euclid Ave  
Cleveland, OH 44103

Attn: Jo Orlowski  
Facility Rental Representative

## EXHIBIT B



### **Fee Schedule for Rental Rates**

The Centers for Families and Children (The Centers), Nancy Lyon Porter (NLP) Building is first and foremost dedicated to provide services and programs that support our local community. When the Mandel Community Room or the Peggy and Lee Fisher Conference room are not scheduled for use by The Centers, it is available for rental to private and Non Profit organizations. Two rates are assessed for rentals; one rate is for profit businesses and, a lower rate is assessed to non-profit organizations. If applicable, a copy of the organization's 501c (3) designation must accompany the application.

The Centers sponsors, in whole or in part, events at the NLP Building; however, under no circumstances will The Centers enter into a space rental agreement that could potentially impact its non profit status.

For timely consideration, fee waivers should be submitted in writing at least 45 days prior to the event. Applications will be reviewed and organizations will be notified within 30 days of submission. Applications lacking information or required attachments may not be considered. The application shall require The Centers department head sponsor and their signed authorization.

Rentals are not available for personal events such as, but not limited to, weddings, birthdays or anniversaries.

Regardless of fee or fee waiver, all organizations shall attain appropriate liability insurance naming The Centers for Families and Children as an 'additional insured' in the amount of no less than \$1 million or as determined by The Centers per the Rental Agreement.

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**Rates:**

Mandel Community Room			
Private sector:	\$ 600.00*	501 c (3) organization:	\$ 450.00*
Peggy and Lee Fisher Conference Room			
Private sector:	\$ 250.00*	501 c (3) organization:	\$ 150.00*
Other available space			
Private sector:	\$ TBD*	501 c (3) organization:	\$ TBD*

**Additional services:**

IT technician per hour per technician	\$ 75.00
Internet access (wired/wireless) per day	\$ 75.00
Security (after 5:00 pm or weekend/The Centers holiday EST is required) per hour per guard	\$ 30.00
Excessive trash/cleanup	\$ 75.00
Snow/Ice removal weekends & The Centers holidays	\$ 300.00
Stains spill clean ups	\$ Cost +
15%	
Damage	\$ Cost +
15%	

\* Hosts may submit an application for a Fee Waiver to reduce or waive fees in their entirety; however, no Fee Waiver will be granted for a lobbying or political candidate event, or any event which jeopardizes The Centers 501(c) (3) status.

The use of items that will cause a safety issue or excessive clean up shall not be used such as, but not limited too; open flames, glitter, confetti, bird seed and rice.

**To schedule your event or for additional information please contact:**

Facilities Rental Representative  
The Centers for Families and Children  
4500 Euclid Avenue  
Nancy Lyon Porter Building  
Cleveland, OH 44103  
216 432-7200

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