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## FACILITY USAGE AGREEMENT

Hmong College Prep Academy (HCPA) wishes to make its facilities available to the community, groups and organizations whenever possible. However, due to high cost in facility management and maintenance, certain fees have been established to provide supervisor and custodial services (if requested by the User) for the event. The established fees are to cover the cost of the facility usage.

### PRIORITIES

If a request for facilities usage is made on the same date, the order of priority is as follows:

1. HCPA school programming, activities, events will always have first priority
2. Civic and community events will have second priority
3. Other requests will have third priority

### PACKAGES

HCPA has two facility usage packages; please choose which choice is fitting to your Organization or Company by checking the appropriate box below:

#### **Packet #1:**

- Community Functions/Family Events –No admission charges: \$1,000 per day.
  - Area includes entire large gymnasium space, bathrooms and bathroom accessories and designated lunchroom area. Use of kitchen area to store and warm up food. No cooking is allowed as restricted by Department of Health.
  - User must provide its own security and janitorial. Rental facility space must be left in the same clean condition as before event.
  - A school staff security person will be available to open/close the building.
  - \$100 FINE will be added for any janitorial services if User does not properly clean the rental space.
  - **FULL payment is due to Hmong College Prep Academy two weeks prior to the start of event.**

**User agrees to reimburse HCPA for any loss, excessive damage(s), or unreasonable mess caused by the user, its members or guests according to cost charged for replacement of parts/materials/labor.**

**Packet #2:**

- All Community or Organization Fundraiser Event - applies to all events that charges for admissions: \$1,500 per day.
  - Areas includes entire gymnasium space, bathrooms and bathroom accessories and lunchroom space. Use of kitchen to store and warm up food. No cooking is allowed as restricted by Department of Health.
  - User must provide its own security and janitorial. Rental facility space must be left in the same clean condition as before event.
  - A school staff security person will be available to open/close the building.
  - \$100 FINE will be added for any janitorial services if User does not properly clean the rental space.
  - **FULL payment is due to HCPA two weeks prior to the start of event**

**User agrees to reimburse HCPA for any loss, excessive damage(s), or unreasonable mess, caused by the user, its members or guests according to cost charged for replacement of parts/materials/labor.**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between HCPA (the Building Company), hereinafter designated “Landlord” and \_\_\_\_\_ herein designated “user”.

WITNESSETH,

In consideration of the covenants and conditions, hereinafter contained:  
IS HEREBY AGREED by and between both parties, hereto as follows:

- HCPA School hereby grants to the User the following premises:
  - a. On the day of \_\_\_\_\_  
From \_\_\_\_\_
  - b. Premises: Large Gym, bathrooms located in large gyms and entrance B, Small Lunchroom and use of kitchen area to warm up food.
  - c. Absolutely no cooking is allowed in the school kitchen or use of school kitchen equipment/utensils - restricted by Department of Health.

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- The User shall pay in advance in the form of CHECKS or EPAYMENT, all necessary fees to HMONG COLLEGE PREP ACADEMY. The total amount of \$500 (4 hours usage) and \$1,000 (full 8 hours usage) payable with this agreement is due two weeks prior to the event.
    - a. Package 1
  - User shall not assign, transfer, or sublet this agreement for said premises, or any part thereof without the prior written consent of HCPA –Building Company, Landlord.
  - User shall be liable and responsible for any and all damages or injury to said premises or any person or property thereon for the period of occupancy hereunder, and shall reimburse, indemnify and hold the academy fully harmless from any such damage, and/or injury, including all costs incident, thereto.
  - User shall keep and/or restore the premises, to neat and orderly condition. Rubbish and debris shall be picked up and properly bagged for removal from premises, when finished.
  - User agrees to abide by and/or enforce all applicable rules and regulations governing the use and/or occupancy of said premises.
  - Any violation for the above terms and conditions of this usage agreement by the user, guests, or invitees, shall be considered as a breach of this agreement and said user agreement shall be subject to cancellation at the sole discretion of the academy.
  - No event shall be held for the purpose of endorsing any political party or political agenda.
  - **No weapons of any kind or GUNS are allowed on school facilities, premises or grounds.**
  - **No smoking, illegal drugs, tobacco or alcoholic beverages are allowed in the school facilities, premises or grounds.**

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- Those using the school facilities must confine themselves to permitted areas and to the equipment agreed under this agreement.
  - Failure to honor the above regulations may result in additional custodial and/or restitution fees.

### **Hold Harmless Agreement**

In consideration of the permit to use Hmong College Prep Academy School Facilities, the undersigned user hereby agrees to indemnify, defend and hold both HCPA (the School) and Hmong Education Reform Company (HERC the Building Company, Landlord) harmless from and against any claims, actions or demands alleging that HCPA/HERC has any liability to any third party arising from the subject use of the facilities. HCPA or HERC is not liable for any direct, indirect, incidental, special or consequential damages, including loss of profits, revenue, data or use or cost of procurement of substitute services or goods incurred by user or any third party, arising out of the use of the premises permitted herein. Such indemnify extends to its members, agents, employees, successors and assigns.

\_\_\_\_\_  
Name of User/Organization

\_\_\_\_\_  
Print User's Approval Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
User's Authorized Signature