

Meeting Room Reservation Agreement

Family & Children's Service ("F&CS") offers meeting space free of charge, but use is limited to agency partners and community-based social service nonprofits and government agencies. Donations to support operations are accepted and appreciated but are optional. They can be made by visiting our website, www.fcsnashville.org.

The conference and meeting spaces at F&CS are available during agency business hours. Individuals and organizations reserving and using these spaces must adhere to the following policies to ensure that business operations at F&CS are not interrupted. Your reservation allows you access to the specific room(s) reserved and the closest bathroom facilities; all other areas are restricted. Failure to adhere to this agreement may result in cancellation of reserved meeting times, early termination of a meeting(s) in progress, fines and fees, and/or loss of future reservation privileges.

Reservation Procedure:

1. Individuals and organizations wishing to reserve a meeting space at F&CS must complete this document and return it ten (10) or more business days prior to the event.
2. A contact person/event host must be designated, and an in-person orientation meeting scheduled with the F&CS Director of Facilities at least five (5) days prior to the event. At that appointment, we will provide a tour of the facility and review all of the requirements for facility use. The contact person must also host the meeting the day of the event, which means being present for the entire meeting.
3. Individuals and organizations wishing to reserve a meeting space must bring proof of liability insurance naming Family & Children's Service and FCS New Market Landlord as additional insured to the orientation meeting.

Guest Responsibilities:

- Guests must set up and clean up meeting spaces. F&CS does not provide these services. A \$250 cleaning fee will be assessed for rooms that are left uncleaned.
- Meeting hosts must ensure that meeting noise is kept to reasonable levels and does not disturb F&CS staff or clients. Guest attendees must remain within the meeting and adjacent public spaces and be mindful of noise levels.
- Children must always be accompanied by adults. Meetings involving children must include adequate adult supervision.
- Guests must adhere to all F&CS policies and procedures, including COVID policies, and respond courteously to the direction of F&CS staff.
- All furniture must be returned to the classroom position after the meeting. All trash must be taken to the dumpster.
- Guests must inform F&CS of cancellations at least 24 hours in advance of the scheduled meeting.

Restrictions:

- No art or crafting activities or materials that cannot easily be cleaned up can be used. This includes glue, glitter, paint, and other materials that can stain or damage furnishings and carpeting. Organizations that violate this policy will be billed for cleaning and damaged items.
- No candles or open flames.
- No weapons of any kind, smoking or vaping, alcohol, or controlled/illegal substances are not allowed on the premises (inside or outside the building).
- No animals, except for certified service animals.
- No videotaping or photographing in public spaces.
- Do not affix anything to the walls or windows, except sticky easel pad sheets.

Legal Agreement:

The individual or organization (“You” or “Your”) executing this Meeting Room Reservation Agreement (“Agreement”) below and Family & Children’s Service and FCS New Market Landlord (“F&CS” “We” “Our”), a Tennessee non-profit corporation, in consideration of the mutual covenants and agreements contained herein, mutually agree as follows:

We grant You a limited, non-exclusive license to use the space(s) requested in Your Room Reservation Request Form including ingress and egress to the lobby, elevators and stairways, restrooms, and designated meeting rooms during the specified rental period and times (“Reservation”), subject to the limitations and restrictions listed above, and incorporated here by reference, and the terms, covenants, and conditions contained in this Agreement. This Reservation is not coupled with an interest.

You confirm that the intent of the Reservation is exclusively for the activity stated. NO other use is authorized hereunder without Our prior written consent, which may be withheld for any or no reason. You may not use the premises of F&CS in any manner that may render Our insurance for the building or Our property void or which may result in increased insurance premiums. Notwithstanding the foregoing, We hereby acknowledge Our approval of Your intended use for the Reservation.

You represent and warrant You shall use the Reservation spaces and any equipment or property licensed herein in a safe and reasonable manner.

You agree that the Reservation spaces and property will be provided as-is and that We make no warranty regarding the suitability of the Reservation spaces or property for Your intended use. We shall not be responsible for theft, loss or damage to You or Your invitee’s property under any circumstances, unless due to the gross negligence or intentional misconduct of F&CS or Our employees or representatives.

You agree to pay a \$250 cleaning fee if, during the Reservation, You fail to clean the rooms after use, dispose of any waste, return the room and furnishings to the state you found them, or damage any property. Payment shall be made within fifteen (15) days of the Reservation.

Each party to this Agreement shall immediately notify the other of damage or injury, to or near F&CS property during the Reservation regardless of the cause of such damage or injury. This obligation continues after the Reservation and the expiration of this Agreement.

You are solely responsible for, and shall pay any costs related to, Your use of the Reservation spaces, including but not limited to, additional rentals, deliveries, speaker fees, or any costs You incur related to Your Reservation.

You may not use any of Our trademarks or service marks in any manner whatsoever without Our prior written consent. However, Your invitations for private, non-public events that are not published via any form of transmission, the internet or any other public medium are excepted from this requirement.

We are allowed to enter Your Reservation space for any reasonable purpose, including an emergency that may threaten to damage the space or property of F&CS. We reserve the right to remove any person deemed intoxicated, disorderly, or otherwise posing a threat to the safety and welfare of persons or property in Our sole and reasonable opinion.

You agree to obtain any necessary permit, license or permission necessary to conduct the Reservation activities. You must comply with and make reasonable efforts to make Your attendees comply with, all laws, orders, and regulations of the federal, state and municipal authorities. You agree that We shall not be liable for, any damage to property, meeting rooms, or injury to or death of any persons including, without limitation, event attendees or organization directors, officers, employees, contractors, invitees, patrons, licensees, or agents, in, on or about Family & Children's Service and the Honey Alexander Center premises from any cause except where such damage or injury arises out of the gross negligence of Family & Children Service.

You shall fully indemnify and hold Family & Children's Service and FCS New Market Landlord and its respective directors, officers, employees, heirs, assigns, insurers, attorneys, and agents harmless from all claims, demands, actions, causes of action, losses or other costs, damages, or liability (including, without limitation, all expenses of litigation, court costs, and attorney's fees) incurred by F&CS arising out of or in connection with: i) the uncured failure of You to perform any obligation or covenant under this Agreement; ii) any injury or death to any person or any damage to property, including, without limitation, any injury, disfigurement, or death, any monetary claims, including, without limitation, any claims for medical expenses, pain and suffering, mental anguish, emotional distress, loss of consortium, or for lost wages, or any injury received or sustained by any person or property arising out of Your or their acts or omissions; iii) any failure by You to comply with any requirements of any governmental authority; or iv) any failure by You to provide complete and truthful information in good faith on Your Reservation form. The above indemnification shall include any act or omission to act or negligence of event attendees or any of its members, directors, officers, employees, contractors, invitees, patrons, licensees, or agents, or the performance of, or failure to perform by, the You or any of Your members, directors, officers, employees, contractors, invitees, patrons, licensees, or agents, of any of the Guest(s) obligations under this Agreement even if such claim is based on a claimed negligent act or omission of any of the indemnities.

You shall assume all responsibility for repair and restoration in the event of damages caused by Your guests or their invitees. You agree to be, and are, responsible for ensuring that the meeting, including the layout of the meeting room and any equipment and/or other item used in connection with the meeting and/or the Guest(s) function, is ADA accessible and compliant.

This Agreement is not effective until it has been executed by both Parties. The date of the second party's signature shall be the effective date of the Agreement. This Agreement represents the entire

understanding of the parties with respect to the subject matter hereof, and this Agreement and the Room Reservation Form supersede any and all other communications or understandings of the parties whether written or oral, prior or contemporaneous herewith. This Agreement may not be amended unless in writing and signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for any action arising under this Agreement shall be the state and federal courts located in Davidson County, Tennessee. Each provision of this Agreement shall be treated as a separate and independent clause, and the unenforceability of one shall not impair the enforceability of any other clause. Each party represents that it has full power and authority to enter into this Agreement whether they are an individual or an authorized representative of an entity. This Agreement may be executed in any number of counterparts, each of which will be considered an original, but all of which counterparts will be deemed one and the same document. The parties may execute this Agreement by signature obtained through facsimile and/or email pdf and signatures may be relied upon by the other party as valid as if they were signed in the presence of the other party.

I HAVE READ THE ENCLOSED INFORMATION AND AGREE TO ABIDE BY FAMILY & CHILDREN'S SERVICE, FCS NEW MARKET LANDLORD, AND THE HONEY ALEXANDER CENTER POLICIES AND AGREEMENT AND THIS CONTRACT.