



The
SAGE SCHOOL
EXPERIENCE YOUR EDUCATION

Contract for the use of The Sage School, Inc. Facilities & Campus

READ THIS DOCUMENT CAREFULLY – BY SIGNING THIS AGREEMENT, YOU GIVE UP CERTAIN RIGHTS AND ASSUME CERTAIN RESPONSIBILITIES:

I, _____, an agent or officer, acting for and on behalf of for and in consideration of the use of the facilities and fields of the Sage School (“the School” or “the facilities”), do by this document agree, on behalf of myself and the organization or individuals (“the Permittees”) which I represent, to indemnify and hold harmless any employee, officer, servant, or agent of the School, temporarily or permanently in the service of the School, whether with or without compensation, from any and all manner of action or actions, cause or causes of action, suits, injuries, or any other claim or demands arising out of the use of any facility of the School.

THE UNDERSIGNED FURTHER AGREES:

1. **Indemnity.** To indemnify and hold harmless the School, its agents, employees and assigns from all manner, action or actions, cause or causes of actions, suits, injuries or any other claims or demands that may arise from any act or omission by an employee, agent, representative or any person acting for or on behalf of School concerning any claim, cause of action, suit, injury or demand arising out of the Permittee’s use of the facilities of the School, whether or not arising in whole or in part from negligence by the School.

The School Staff will in good faith make every reasonable effort to ensure systems are functioning properly and to resolve issues in a timely manner. However, the School assumes no responsibility for the failure of the plumbing, lighting, heating, or technology systems to operate normally, and the Permittee hereby releases the School from all damages or claims of every kind which may result from such failure.

Permittee further agrees to waive all claims against the School, and the School’s employees and agents on account of any loss, damage or injury from whatever cause (including claims against the Permittee by others) which may occur to it or its property arising from the use and occupancy of the Facilities, the giving of this waiver being one of the considerations upon which this Agreement is granted. A Certificate of Insurance is required as described below.

If Permittee is the Sponsor of an event at which alcohol will be served, Permittee / Sponsor (“Permittee”) further agrees that the School relies on the information submitted in Permittee’s alcohol permit application and attachments to the alcohol permit application to grant an alcohol permit to the Permittee. In consideration of the granting of this Alcohol Permit, Permittee agrees that Permittee will abide by all applicable State of Idaho and local jurisdiction laws governing the consumption, sale and distribution of alcohol. This provision survives the termination of this Agreement.

2. **General Insurance Requirements. Commercial Permittees.** Commercial Permittees, as determined by the School, are required to provide the School with proof of insurance in the form of a Certificate of Insurance for commercial general liability and, if necessary, commercial umbrella insurance.

The Certificate of Insurance must show a minimum limit of liability coverage of \$1,000,000 per occurrence and \$2,000,000 in aggregate. The insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, event participants, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Commercial general liability insurance must also evidence coverage for this agreement in the form of Blanket Coverage or name the Sage School Inc. as an Additional Insured. All

policies shall contain waiver of subrogation coverage or endorsements. A copy of the Certificate of Insurance must be attached to this agreement prior to using or occupying the premises.

Non-Commercial Permittees. Non-commercial Permittees, as determined by the School, are required to provide the School with proof of insurance in the form of a Certificate of Insurance for an event insurance policy.

The Certificate of Insurance must show a minimum limit of liability coverage of \$1,000,000 per occurrence and \$2,000,000 in aggregate. The insurance shall cover liability arising from premises, operations, independent contractors, personal injury and advertising injury, and event participants. All policies shall contain waiver of subrogation coverage or endorsements. A copy of the Certificate of Insurance must be attached to this agreement prior to using or occupying the premises.

Other General Requirements. At any time, the School reserves the right to amend insurance requirements or require a security bond if event circumstances warrant such action. Certificates shall be provided (2) two weeks prior to Permittee's use of School's Premises. Additionally and at its option, the School may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the School's request.

All insurers shall have a Best's rating of A- or better and have a Certificate of Authority in Idaho.

Prior to use of the Premises. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage the School may choose to maintain. All certificates shall provide for thirty (30) days' written notice to the School prior to cancellation or material change of any insurance referred to therein.

Failure of the School to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the School to identify a deficiency from evidence that is provided shall not be construed as a waiver of Permittee's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Agreement at the School's option.

3. **No Representation of Coverage Adequacy.** By requiring insurance herein, the School does not represent that coverage and limits will necessarily be adequate to protect Permittee and such coverage and limits shall not be deemed as a limitation on Permittee's liability under the indemnities granted to the School in this Lease.
4. **Additional Insurance Coverage. Commercial Auto Insurance.** If applicable, Permittee shall maintain a Commercial Auto policy with a Combined Single Limit of \$1,000,000; Underinsured and Uninsured Motorists limit of \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of \$10,000. Coverage shall include Non-Owned and Hired Car coverage.

Liquor Legal Liability. If alcohol is served, Permittee must comply with all policies and procedures established by the School, including policies regarding application for an Alcohol Permit, and a valid liquor license and service procedures. If alcohol is being sold, Liquor Legal Liability is required, at a limit of \$1,000,000 and \$2,000,000 in aggregate. It is acceptable to have this coverage and the liquor license provided by the caterer or other liquor supplier, as long as The Sage School, Inc. is named as an additional insured on the Liquor Legal Liability policy. If alcohol is being provided free of charge by the host, or brought by event attendees, Host Liquor Liability is required, at a limit of \$1,000,000 and \$2,000,000 in aggregate.

Personal property. Permittee shall cover Permittee's personal property. In no event shall the School be liable for any damage to or loss of personal property sustained by Permittee, whether or not insured, even if such loss is caused by the negligence of the School, its employees, officers or agents.

Workers' Compensation. Where required by law, Permittee shall maintain all statutorily required coverages including Employer's Liability.

5. **Legal Actions Against Permittee.** Neither the undersigned nor the Permittee which it represents shall be entitled to contribution or indemnification, or reimbursement for legal fees and/or expenses from the School for any action, cause, suit, claims or demands brought against the Permittee arising out of the use of the facilities of the School.

6. **Injuries and Property Damage.** To immediately notify the School of any conduct or circumstances which bring about an injury to persons or tangible property, describing the injury or damage to tangible property, stating the time and place the injury or damage which occurred, and stating the names of all persons involved.
7. **Reimbursement.** To reimburse the School for any damages or losses caused by the Permittee's use of the school facilities, and agrees to promptly pay for said damages.
8. **Liability Waivers.** To obtain an individual waiver of liability from each participant in any program that involves the use of any facility of the School if said waiver of liability is required by the School.
9. **Occupancy Considerations.** To abide by the maximum occupancy of the Premises as determined by the School, whose decision shall be final. All aisle ways and walkways must be kept clear for the safe movement of persons exiting and entering. Failure to comply with this provision is a material breach of this agreement. The School reserves the right to interrupt programs for the purpose of making necessary public safety announcements over the public address system.
10. **Participant Count.** To provide the School with a guaranteed number of Event participants one week prior to arrival, and shall provide the School with the dates and times of scheduled arrivals and departures of Event participants.
11. **Alcohol Consumption.** Permittee understands that alcoholic beverages may not be consumed on the School campus. Neither Permittee, its employees, agents, assigns, volunteers, guests nor participants shall consume alcohol unless Permittee has obtained authorization and a permit to do so from the School. The terms of the School's Application for Alcoholic Beverage Permit shall control performance of this Agreement in the event of a conflict in terms between the Application for Alcoholic Beverage Permit and this Agreement.
12. **Smoking.** School Facilities are "no smoking" facilities. Those individuals wishing to smoke must do so outside the facility. There are no exceptions to this requirement.
13. **Participant Conduct.** Permittee shall ensure the proper conduct of all participants and shall ensure that it and all participants comply with applicable laws, ordinances, School regulations, and the reasonable instructions of the School personnel and agents. These include, but are not limited to, city ordinances, state law, federal law, School rules and regulations and fire and police regulations.

In the event of non-compliance by participants, Permittee must inform the School immediately and the School reserves the right to immediately terminate the event and re-enter the Premises. If Permittee is determined to be in violation of any rule, regulation, ordinance, or law, Permittee shall immediately desist from and correct such violation. The School shall have complete control of all buildings and reserves the right to eject any objectionable person or persons from its buildings through its agents or security personnel. Permittee waives any right and all claim for damages against the School.

14. **Safety.** Permittee will not do, or permit to be done, anything in or upon any portion of the Premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the building or any part thereof, or in any way increase any rate of insurance upon the building or on property kept there.

The Permittee shall not without the written consent of the School put up or operate any engine or motor or machinery on the Premises or use oils, burning fluids, camphene, kerosene, naphtha gasoline, or other flammable liquid or gas for either mechanical or other purposes, or use any agent other than electricity for illuminating the Premises. Use of the School's outdoor fire pit, or other contained fire pit provided by the Permittee, or other outdoor illumination with torches or open flame must be cleared by the School.

Permittee will not do, or permit to be done, anything in or upon any portion of the Premises that will, in the opinion of the School, conflict with the policies and procedures of the School, or create a safety or security hazard, or interfere with normal business and academic operations of the School. At the discretion of the School, Permittee shall pay to the School upon demand such sum as shall be necessary to prevent or control or remediate any increase in hazard

15. **Reserved Rights.** The School reserves the right to sell or give away refreshments, periodicals, flowers, souvenirs, mementos, and other merchandise, to conduct check rooms, to control programs and or supervise the contents thereof, to take photographs and other privileges. Permittee shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges without the written consent of the School.
16. **Additional Service Rider** This Agreement is solely for the use of the Facilities identified herein. Additional services such as lodging, reservations, food, audio/visual, sound and lighting, and parking shall be provided by the School only upon execution of a "Facilities Use Agreement Services Rider," the terms of which shall be incorporated herein by this reference. Permittee shall provide instructions regarding any such additional services at least two weeks prior to the first date of the event. The School shall endeavor in good faith to comply with such instructions, without guarantee. All costs associated with the provisions of services shall be billed to and paid by Permittee.
17. **Additional Services.** To the extent that the School, in the exercise of its discretion, must provide services for the Event, including but not limited to security services and any other services that are in addition to those provided for herein, whether or not they are requested by Permittee, Permittee shall pay for all costs associated with provision of such services. The School shall not be obligated to provide any services other than those specified herein.
18. **Signage.** Permittee shall not post, exhibit, or hang any signs, advertisements, or posters inside or outside any School facilities without the express written consent of School in each instance. Permittee shall remove all items posted, exhibited, or hung by the close of the Event. Permittee further agrees to immediately take down and remove all signs, advertisements, or posters of any description objected to by the School.
19. **Personal Property.** Permittee understands and agrees that School assumes no responsibility whatsoever for any property placed in the facilities. The School is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the use of the facilities by Permittee during the Event. The School has the sole right to collect and have custody of articles left in any building by persons attending any event or events.

In the event that any portion of the Facilities is not vacated by Permittee by the last date of use under this Agreement, the School then shall be, and is hereby authorized to move and store at the expense of Permittee any and all goods, wares, merchandise and property of any and all kinds and description that are left in the Facilities.

The School shall not be liable for any damages or loss to said goods, wares, merchandise or other property that may be sustained in the course of removal or storage, and the School is expressly released from any and all claims for damages of whatever kind or nature.

20. **Protection of Minors.** Permittee is responsible for activities and operations of its employees, directors, subcontractors, agents and volunteers. Permittee is responsible for participants in its programs and shall have adequate policies and procedures related to prevention and mitigation of physical/sexual abuse/molestation and harassment.

As applicable, Permittee shall maintain and purchase insurance that covers claims arising from activities sponsored by Permittee, but conducted on premises not owned by Facilities User. Commercial General Liability coverage shall include physical/sexual abuse/molestation and harassment ("abuse") coverage. Limit of liability for abuse coverage shall be at least \$1,000,000 general aggregate. This coverage shall be evidenced on the insurance certificate. Certificates must be sent to the School three (3) weeks prior to commencement of operations. Failure to satisfy above may result, at the School's sole discretion, with immediate termination of this contract, without regard to any other termination provision.

21. **Deposit.** A non-refundable deposit, described in the Rental Agreement, payable to The Sage School, Inc., is required by the date shown in the Rental Agreement, to secure facilities and any additional services set forth in executed Addendums or Riders. The deposit will be applied to the final Event balance. After the Event, a complete financial statement of exact costs will be provided. Any overage will be returned to the Permittee by check within 30 days of the last date of the Event. Any amount due will be invoiced to Permittee, pursuant to paragraph 12, and will be payable upon receipt.

22. **Cancellation Policy.** In the event of cancellation, the non-refundable deposit is forfeited and Permittee will be responsible for all direct expenses incurred by the School prior to cancellation.
23. **Payment Terms.** A complete financial statement and invoice will be sent to Permittee within 45 days after the last day of the Event. Payment is due within thirty (30) days after date of invoice. Any amount not paid when due shall accrue a finance charge at a rate of ten percent (10%) per month of the outstanding balance. A six percent (6%) sales tax will apply unless Permittee submits documentation reasonable and satisfactory to the School indicating that it has tax-exempt status and that the Event falls within the tax exempt status. If, in the discretion of the School, satisfactory documentation is not presented, the 6% (six percent) sales tax will be included on requested food items and lodging facilities.
24. **Delinquent Accounts.** Any account that is not paid in full, including all accrued finance charges, within one year of the date of the initial invoice shall be considered delinquent. All delinquent accounts shall accrue a five percent (5%) delinquency charge. The School shall have the right to recover any reasonable legal fees and/or other expenses incurred in collecting any delinquent account.
25. **School Name And Marks.** Permittee shall not, without express written consent from the School in each case, use any name, trade name, trademark, or other designation of the School (including contraction, abbreviation or simulation) in advertising, publicity, promotion, or any other activities or context.
26. **Nondiscrimination And Affirmative Action.** Permittee shall not discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, age, status as disabled or a veteran, or physical or mental handicaps, national origin or ancestry, sexual orientation, and/or gender expression. Breach of this covenant may be regarded as a material breach of this agreement.

Permittee certifies that it does not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, Permittee agrees to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

- For nondiscrimination based on race, color, religion, sex or national origin this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Permittee disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).
- For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).
- For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).
- For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).

Permittee shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

27. **Breach, Termination:** It is expressly understood and agreed that, without prejudice to any other rights and remedies available to the School, in the event of the breach by Permittee of one or more of the provisions of this Agreement, or any material misrepresentations in obtaining said Agreement, the School may terminate this Agreement, re-enter the Premises, or refuse to allow Permittee to take possession, and may terminate all activities of Permittee on the Premises.

The School and its agents and employees shall in no way be responsible to Permittee in damages or otherwise for taking any or all of the actions authorized by this paragraph. In the event of termination, Permittee shall owe to the School all amounts incurred as of the date of termination for direct expenses and shall forfeit its entire deposit.

28. **Attorney Fees.** In the event the School shall be required to initiate legal action to enforce any and all terms of this agreement, the undersigned, on behalf of the Permittee, agrees to reimburse the School for all legal expenses and costs reasonably incurred.
29. **Modification.** This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
30. **Non-Waiver.** The failure of the School to exercise any right, power or option arising under this Agreement, or to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of this Agreement with respect to any other or subsequent breach hereof, nor a waiver by the School of its rights at any time thereafter to require exact and strict compliance with all the terms herein.
31. **Venue, Governing Law.** Any legal proceeding instituted between the parties shall be in the courts of the County of Blaine, state of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Agreement shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho.
32. **Severability.** In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this agreement.
33. **Survival Of Terms.** The terms and provisions of this Agreement, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties shall survive the expiration or termination of this Agreement, unless otherwise stated in this Agreement. This Agreement may only be amended by the signed written agreement of the parties.
34. **Binding Effect And Non-Assignment.** This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns. This Agreement may not be assigned by Permittee.
35. **Time Of Essence.** All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.
36. **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the School shall excuse the performance by the School for a period equal to any such prevention, delay or stoppage.
37. **Sales Tax.** Permittee will be responsible to pay to the Idaho State Tax Commission the sales tax on all taxable sales.
38. **Amendments.** Please list any amendments as agreed upon by both parties.

This agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties to this agreement.

DATED ____/____/____, at _____, Idaho

 School official representing
 The Sage School, Inc.

 Signature of person responsible

 Organization or Individual