

Room Licensing Agreement

The Betsie Hosick Health and Fitness Center (BHHFC), a Paul Oliver Memorial Hospital (POMH) facility, is committed to helping you achieve your wellness goals and is pleased to rent rooms for community programming and activities. Room rentals are reserved for, but not limited to, community educational or skill building programming, fitness classes, personal training, wellness events, and support groups and support the health care mission of POMH.

Client Information

Room Rental Packages (select one):

- Private Room Rental: This package provides you with private use of the selected space for the duration of your programming. All class participants are required to sign in at the front desk. Rates:
1-5 class participants: \$10
6-10 class participants: \$15 Purpose: _____
11+ class participants: \$25
- Semi-Private Personal Training Package: This package provides you with semi-private use of the selected space plus access the facility and equipment (\$10/hour + day passes for nonmembers).
- Private Personal Training Package: This package provides you with private use of the selected space plus access the facility and equipment (\$20/hour + day passes for nonmembers).
- Massage Package: This package provides you with private use of the massage room (\$10/hour; 30 minute increments).

Room Rental Details:

Circle contract type: One-time Rental Monthly Contract

Circle day(s) of use each week: Sun Mon Tues Wed Thurs Fri Sat Time (start-finish): _____

Start Date of Agreement (mo/day/year): _____ End date of Agreement: _____

Room: Massage Room Basketball Court Studio North Room

Room rentals are granted following the submission and approval of completed application and proof of insurance. They are based on room availability and are not guaranteed. A fitness center representative will contact you within 48 business hours to confirm your rental.

Organization First Name Last Name

Email Address Phone Date

General Terms and Conditions:

- Room rentals are granted following the submission and approval of completed application and proof of insurance and are subject to all terms and conditions provided herein. They are based on room availability and are not guaranteed. Rentals consist of a revocable license granted by BHHFC to you for use of BHHFC for the purpose identified herein.
- Personal training packages may be paid at the end of the month. Trainers are provided with a clipboard log and are responsible for tracking their room use with the front desk. Private room rental fees are collected at the conclusion of the class/activity.
- The studio, gymnasium, and north rooms may be booked in 60-minute increments. The massage room may be booked in 30 minute increments. Once reserved, cancellation must be made within 24 hours or the rental fee will apply.
- Renters are responsible for set up and break down after use and all BHHFC equipment should be returned to its original location. Renters may not store equipment at the facility and the BHHFC is not liable for replacement of any lost, stolen, or damaged personal equipment used during the terms of the rental contract.
- Renters are responsible for any damages to the space.
- I agree to pay additional fees if I go beyond my stated time. _____(initials)
- I do hereby allow the BHHFC to use any photographs taken by the organization, of the individual named herein, in informational publications released to the general public.

Waiver of Liability

- In consideration of the license from BHHFC, I hereby, for myself, my heirs, my executors and administrators, waive any and all rights and claims for damages I may have against BHHFC, POMH, and their employees, agents and representatives, for any and all injuries suffered by myself or any participant at any activity permitted at BHHFC pursuant to this application.
_____(initials)
- All participants or invitees who enter BHHFC with regard to the license requested herein will be required to sign the following release:

Waiver of Liability Claim

As a user of the Paul Oliver Memorial Hospital's Betsie Hosick Health and Fitness Center (BHHFC), I recognize that a fitness program and the use of the exercise equipment and other facilities provided by the fitness center entail risk of accidental injury or death. I hereby, on behalf of myself, my heirs, my executors and administrators, covenant and agree to release, indemnify and hold harmless BHHFC, its owners, employees, contractors and agents, along with any personal trainer or fitness class instructor utilizing BHHFC, from any and all losses, cost, claims, damages, injuries, thefts or liabilities, whatsoever, whether or not based on negligence, strict liability or other theory of contract or tort, arising out of or in any way connected with my participation. I acknowledge to the best of my ability that I am in good health and have no known medical problems that would restrict my ability to participate in exercising and understand I should consult a physician before engaging in any exercise program. I acknowledge and agree to abide by the rules and regulations of BHHFC as they are in effect now or as they may be amended. If I am applying for a membership at BHHFC, I hereby agree to and accept the terms and conditions of the membership agreement, including any terms and conditions of membership presented to me. I do hereby allow the BHHFC to use any photographs taken of me at BHHFC to be used in informational publications and advertising released to the general public

Indemnification

- I agree to indemnify and hold harmless the PHHFC and POMH from and against any and all claims, liabilities, suits, costs, expenses and damages, including reasonable attorneys' fees, arising out of my and my participants/invitees use of BHHFC. This provision shall survive termination of this agreement and/or the revocation of my license to use BHHFC.
_____(initials)

Compliance

- The parties hereby acknowledge and agree that it is not a purpose of this License or any of the transactions contemplated herein to exert influence in any manner over the reason or judgment of any party with respect to the referral of patients or business of any nature whatsoever and that the fees paid hereunder do not take into account the volume or value of referrals or business that may otherwise be generated between the parties for which payment may be made in whole or in part under Medicare, Medicaid or other Federal health care programs. _____(initials)

BETSIE HOSICK HEALTH & FITNESS CENTER

 **MUNSON HEALTHCARE** Paul Oliver Memorial Hospital