



JUNIOR LEAGUE OF NASHVILLE

Junior League of Nashville Headquarters Usage Policy and Agreement

This Usage Policy and Agreement (this "Agreement") is entered into as of _____, 20__ (the "Effective Date") by and between the Junior League of Nashville, Inc. ("JLN") and [_____] (the "Organization")

Whereas, JLN owns and operates its headquarters space located at 2202 Crestmoor Road, Nashville, Tennessee (the "JLN Facility");

Whereas, JLN makes available for rent on a limited basis the facilities and meeting rooms at the JLN Facility to its charitable partner organizations (each a "Partner Organization") and other organizations;

Whereas, JLN rents the JLN Facility to Organization in accordance with the terms and provisions herein.

Now, Therefore, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, JLN and Organization agree as follows.

1) RESERVATION PRIORITIES

- a) JLN, in its sole discretion, will determine the type and number of events to be held in the JLN Facility.

2) SCHEDULING REQUIREMENTS

- a) Meeting space at the JLN Facility must be reserved at least one (1) week in advance (the acceptance of any reservation made less than one (1) week in advance will be in JLN's sole discretion) but may not be reserved more than one (1) year in advance.
- b) All reservations for meeting room use at the JLN Facility must be made through JLN's managing director (the "Managing Director") at JLN at asmotherman@jlnashville.org. Refer to the website for the available space, room layout and room capacity (www.jlnashville.org).

3) PROCEDURE FOR RESERVING MEETING SPACE

- a) A reservation is not considered binding until the *Usage Policy and Agreement* has been signed by the undersigned, delivered to JLN and approved by JLN in writing; (ii) all applicable fees and deposits have been paid by the undersigned to JLN; and (iii) the certificate of insurance, in form and substance acceptable to the JLN in its discretion, has been approved and received by the JLN. Once the JLN receives all forms, applicable fees, deposits, and certificate of insurance, it will confirm your reservation.

- b) All fees, certificate of insurance, and deposits must be received by the JLN no later than one week prior to the event. Once an Organization has executed both the certificate of insurance and a *Usage Policy and Agreement* in any calendar year, such executed certificate of insurance and agreement may serve as the executed and delivered certificate of insurance and agreement for any subsequent reservations during such calendar year. Checks should be made payable to: The Junior League of Nashville, Inc. Receipts are available upon request.

4) FEES, DEPOSITS AND CERTIFICATE OF INSURANCE

- a) The JLN Facility Usage Fee (as defined below) is due to the JLN at the time the reservation is confirmed. The JLN Facility Usage Fee covers utilities, repairs, maintenance, and depreciation costs associated with the JLN Facility.
- b) **Deposits must be paid at least one week prior to the event.** A credit card may be given for a deposit amount. The Deposits will be returned to the undersigned if the JLN Facility does not require cleaning, repairing, stocking, security assistance or additional means to otherwise return the JLN Facility to its condition immediately prior to the event. An Organization may elect to have JLN retain its deposit on account for such Organization as the deposit for any subsequent reservations during such calendar year. JLN shall have no obligation to maintain such deposit in a separate account or to provide interest on the deposit. In the event JLN uses any of said deposit in accordance with the terms of the agreement, such Organization agrees to deliver to JLN any additional funds necessary to return the deposit to the full amount prior to making any further reservations.
- c) A schedule of fees and deposit amounts (collectively, the “JLN Facility Usage Fee”) is set forth in Exhibit A.
- d) **A Certificate of Liability Insurance is required. The Certificate of Insurance must name the Junior League of Nashville as additionally insured. The Certificate of Insurance must show liability insurance of at least \$1,000,000.**

5) CANCELLATION POLICY

- a) The Organization may cancel a reservation in accordance with the following:
 - i) Notice of cancellation must be received by the JLN in writing at least 48 hours prior to the event.
 - ii) If the cancellation is received by the JLN at least 48 hours prior to the event, the deposit will be fully refundable. If such notice has not been received at least 48 hours prior to the event, the deposit shall remain fully due and payable.
- b) JLN shall also have the right to cancel any reservation. In the unlikely case that JLN must cancel an event:
 - i) The JLN will provide the Organization notice of the cancellation as early as possible in advance of the event.
 - ii) JLN will put forth every reasonable effort to assist in reserving another JLN meeting room or date for the event.
 - iii) If another satisfactory date or room cannot be reserved, all fees will be refunded in full.

6) ROOM USAGE

- a) The JLN Facility is a non-smoking facility.
- b) The JLN does not allow animals on site at the JLN Facility except for animals assisting the disabled.
- c) At any time, JLN members or staff may enter any of the premises while they are being used by the Organization.
- d) Emergency exits should always remain clear. Groups are expected to cooperate with (JLN) staff efforts to maintain security of the buildings and grounds and to provide for the safety of all persons visiting the JLN Facility.

7) DENIAL OF USE OF JLN FACILITIES

- a)** JLN reserves the right to accept or deny usage of the JLN Facility at any time, in accordance with this Agreement.
- b)** Use of the JLN Facility may be terminated immediately at any time the conduct of the Organization, its employees, agents, members, or invitees is disruptive, abusive, or dangerous to individuals or the JLN Facility, or violates this agreement or any applicable laws.

8) DAMAGES AND LIABILITY

- a)** JLN is not responsible for the loss of or damage to any equipment or materials owned or rented by the Organization using its meeting rooms, neither before, during, nor after the event, or at any time except insofar as the loss or damage is due to the grossly negligent acts or omissions of JLN.
- b)** The Organization shall be held responsible for willful, intentional, negligent, or accidental damage to the JLN building, grounds, collections or equipment caused by the group or organization, its employees, agents, members, or invitees.
- c)** The Organization must fully release and discharge JLN, its officers, directors, members, agents, and employees from any and all claims from injuries, including death, damages or loss, which may arise, or which may be alleged to have arisen out of, or in connection with the meeting except to the extent that the liability arises from the grossly negligent acts or omissions of JLN.
- d)** The Organization must further indemnify and hold harmless and defend JLN, its officers, directors, members, agents and employees from any and all claims resulting from injuries, including death, damages and losses, including, but not limited to the general public, which may arise or may be alleged to have arisen out of, or in connection with the meeting except to the extent that the liability arises from the grossly negligent acts or omissions of JLN.

9) SIGNAGE AND DECORATIONS

- a)** Nothing may be affixed or mounted in any way to the interior walls except where tackable wall surface or hanging appliances are provided. (No tape, nails, wires, or any other damaging material may be used.)

10) EQUIPMENT, SERVICES AND FACILITIES

- a)** The JLN Facility is accessible for people with physical disabilities. Handicap parking and entrances are located on the 2202 Crestmoor Road side of the JLN facility.
- b)** The JLN Facility has audiovisual equipment available, as set forth Exhibit C and Exhibit D. All requests for audiovisual equipment must be included when reserving the room and will be based on availability. If the event requires any such audiovisual equipment, the Organization's event contact person (or a designated representative that will attend the event) must attend a technology orientation prior to the use of such equipment. The Organization must contact the Managing Director to set up an orientation time prior to the event to take place during business hours.
- c)** Persons using the facility may find it necessary to go through an outside vendor for equipment or special items. Costs for leasing equipment not provided by the JLN Facility are the responsibility of the Organization. The Organization is responsible to being on site at the JLN Facility during loading, delivery, and pick up of said equipment or items.
- d)** JLN is not responsible for the security of any equipment or other special items brought into the JLN Facility by the Organization.
- e)** The copier and related office supplies located in the building are the property of JLN, and the use of the copier and office supplies is not included in the JLN Facility Usage Fee. Any use of the copier must be approved in advance by JLN.

11) PUBLICIZING EVENTS; PARKING

- a)** Any Organization publicity materials, invitations, flyers, and press releases may not list JLN as a co-sponsor of an event or meeting unless the event has been officially approved and designated in advance by the President of the JLN.

- b) The Organization agrees to use “The Junior League of Nashville Headquarters” as the official name for undersigned’s event location. General parking is located on Green Hills Village Drive, facing the Mall at Green Hills. For general access to the JLN Facility, please designate the front door facing Green Hills Village Drive. JLN approved directions that the Organization shall send to event attendees can be found by emailing info@jlnashville.org. The parking gate shall be used as intended and shall be properly secured after the event. JLN shall not be responsible for opening or closing the parking gate for any event.
- c) The Organization must request special approval to allow media coverage or press conferences on JLN property. Requests for media/press coverage must be made a minimum of ten (10) business days prior to the date of the meeting. The JLN reserves the right to review meeting details and content if the Organization requests permission to allow media coverage. JLN also reserves the right to approve or decline media access to meeting facilities based on the topic compatibility with the mission of the JLN or a risk to JLN property or guests.
- d) JLN phone numbers may not be listed for information on Organization’s event. JLN requires that all printed material, press releases, posters and other information regarding Organization’s event include a contact phone number for Organization.
- e) Organization agrees not to issue any invitations or press releases until it receives confirmation of its reservation in writing from JLN.
- f) JLN reserves the right to take photographs of events for its own records and usage. Attendance at said events is permission for such.

12) FOOD, BEVERAGES, AND SUPPLIES

- a) Organization understands and agrees that no red-colored beverages are allowed.
- b) Organization understands and agrees that no glitter is allowed.
- c) Organization understands and agrees that all supplies, including all paper products and other kitchen supplies, are to be provided by the Organization and must be removed from the premises in a timely manner after the event. JLN is not responsible for food, beverages or supplies left in the JLN Facility. In the event any JLN kitchen supplies are used during the event, JLN reserve the right to withhold all or a portion of the deposit to cover the cost of restocking such supplies.
- d) The Organization assumes full responsibility for making sure all used paper goods and food remains are put into supplied trash receptacles and placed in the large garbage bins before vacating the JLN Facility. If using boxes (or other items) that can be recycled, the Organization understands that they must be broken down and recycled either in JLN recycle bins or off-site. Added this sentence.
- e) The Organization is responsible for meeting any caterers or vendors on the day of the event for drop-off and pick-up of food and/or equipment.

13) CLEANING AND SET UP RESPONSIBILITIES

- a) Organization understands and agrees that the rooms used must be returned to the set-up layout in Exhibit B unless otherwise agreed upon with the Managing Director. Added “unless otherwise agreed upon...”
- b) Organization understands and agrees that all lights turned on for the event must be turned off prior to exiting the JLN Facility.
- c) Organization understands and agrees that the JLN Facility must be cleaned immediately after the event. A list of required cleanup steps is posted on the bulletin board near the kitchen at the Headquarters building and attached hereto as Exhibit D.
- d) Organization understands and agrees that all guidelines must be met to ensure return of full deposit.
- e) The Organization assumes the responsibility of obtaining all codes to the property and for locking the building after the event has taken place.
- f) In the event the JLN building is not properly cleaned or any of the set-up responsibilities required by this Agreement are not completed, JLN may take such measures and charge the cost thereof against the Organization.

14) SECURITY

- a) The Organization will receive Security information and emergency contact information during your Orientation session prior to its event. All guidelines given at that time must be met to ensure return of full deposit. A \$75 fee will be deducted from the undersigned's deposit for each security violation as a result of the undersigned's event.

15) MISCELLANEOUS

- a) JLN does not discriminate in making its premises available for use based on race, color, national origin, religion, gender, age, or disability. The fact that Organization is granted permission to meet at the JLN Facility in no way constitutes endorsement of the policies or beliefs of Organization by the JLN.
- b) All individuals accessing the JLN Facility when utilized by Organization must be at least 18 years of age.
- c) This Agreement shall be governed by Tennessee law. No amendments to this Agreement shall be effective unless in writing and signed by both parties.

ORGANIZATION:

Full Legal Name: _____

Signature: _____

Organization/Group Affiliation: _____

Title: _____

Date: _____

JUNIOR LEAGUE OF NASHVILLE:

Name: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT A
Junior League of Nashville Headquarters
FEE AND DEPOSIT SCHEDULE

AUDITORIUM

Less than Four (4) Hours Per Day

<u>Meeting Space</u>	<u>Usage Fee</u>	<u>Deposit</u>	<u>Sq. Feet</u>	<u>Approx. Max. Capacity</u>
Room A (Auditorium)	\$250	\$125	2205	Theater set-up 230

Four (4) to Eight (8) Hours Per Day

<u>Meeting Space</u>	<u>Usage Fee</u>	<u>Deposit</u>	<u>Sq. Feet</u>	<u>Approx. Max. Capacity</u>
Room A (Auditorium)	\$500	\$250	2205	Theater set-up 230

If more than 8 hours is needed, please get approval and pricing from the Managing Director.

CONFERENCE ROOM

Full Day - Eight (8) Hours Per Day

<u>Meeting Space</u>	<u>Usage Fee</u>	<u>Deposit</u>	<u>Sq. Feet</u>	<u>Approx. Max. Capacity</u>
Room B (Conference Room)	\$400	\$200	760	51

CONFERENCE ROOM

By the Hour

<u>Meeting Space</u>	<u>Usage Fee</u>	<u>Deposit</u>	<u>Sq. Feet</u>	<u>Approx. Max. Capacity</u>
Room B (Conference Room)	\$50/hour	One half of the amount for hours requested	760	51

Nonprofit discount of 30% is offered to all nonprofit agencies.

EXHIBIT B
JLN Headquarters
ROOM LAYOUT

(Rooms should be returned to standard set-up after your event.)

JUNIOR LEAGUE OF NASHVILLE, INC.

TRAINING & CONFERENCE CENTER

LOCATED AT 2202 CRESTMOOR DRIVE

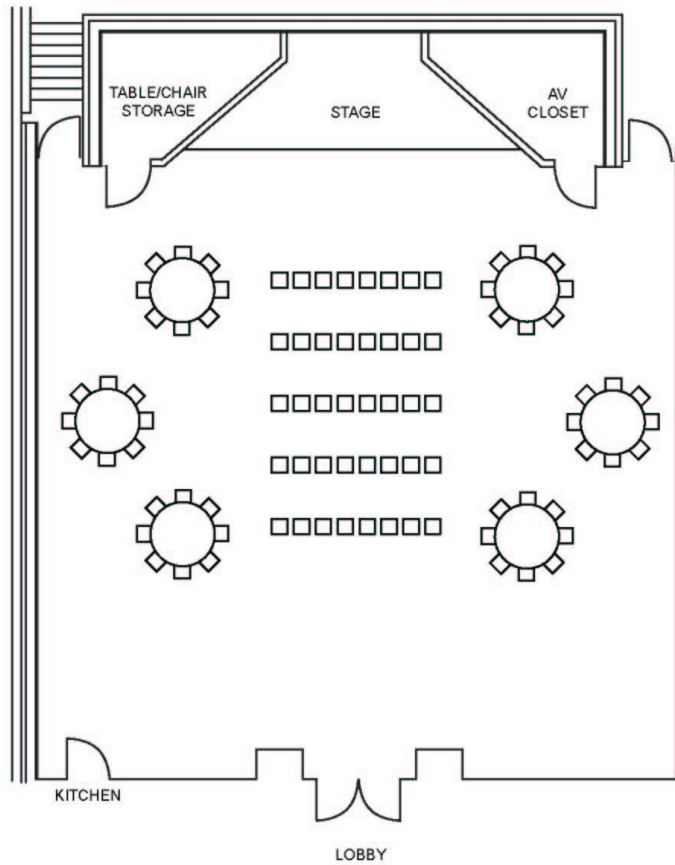
EXHIBIT A

MEETING ROOM A (AUDITORIUM)

(Standard Setup Capacity = 88 people; Approximate Maximum Capacity = 200 people)

STANDARD SETUP (below)

(Rooms should be returned to standard set-up after your event.)



MEETING ROOM A (Auditorium)			
Round tops	Theatre Capacity	Classroom Capacity	Banquet Capacity
163	200	NA	N/A

Fire Code

Auditorium: 2451 sq. ft.

Theater style is 7 sq. ft. per person or 350. Row with walkway on either side necessary. JLN owns 195 chairs, and this is the most set up for meetings. Because fire code allows for 350, benches can be moved into the rooms if needed up to seating for an additional 50.

With round tops, 163 is maximum.

Exits must never be blocked.

MEETING ROOM B (Conference Room)
Standard Setup Capacity
22 at Board Table

Fire Code

Board Room: partition open, 760 sq. ft. 111 occupants, with no tables and chairs.

With tables and chairs, maximum is 51 occupants.

EXHIBIT C

AUDIO VISUAL EQUIPMENT FOR USE IN AUDITORIUM

- One podium with a built-in microphone
- Two wireless/handheld microphones
- Two mounted projectors with one screen on each side of the stage (both screens will always display matching content)
- One HDMI input and cable to present from a laptop at the podium. If your laptop does not have an HDMI port, you will need to bring an adapter.
- Instructions for running presentations with and without audio are available at the podium

EXHIBIT D

AUDIO VISUAL EQUIPMENT FOR USE IN CONFERENCE ROOM

- One mounted projector and a drop-down projector screen
- One HDMI input and cable to present from a laptop at the table. If your laptop does not have an HDMI port, you will need to bring an adapter.
- One Meeting Owl Pro (360-degree videoconferencing camera, mic and speaker). If your laptop does not have a USB port, you will need to bring an adapter.
- Instructions are available in the conference room.

Junior League of Nashville Headquarters
BUILDING EXIT CHECK LIST/ CLEAN-UP STEPS

Upon leaving the JLN Facility, please be sure to take care of the following details:

- If trash has filled all trash cans, take all trash to the two garbage bins at the back (Crestmoor Road) side of the building. Please be sure to latch the “fence gate”.
- Please be sure all counter tops and tabletops have been wiped clean of any spills or stickiness.
- Turn off all lights, except the upstairs hallway lights.
- Be sure the small toggle switch that is the door control (found on the side of a little white box on the front desk) is in the down and locked position. This is our only means of securing the building. If the switch is left up, then the building is left wide open, which is a tremendous safety concern. You will not need to set the alarm as it will arm automatically at a specified time.
- If there is a mechanical failure or other building problem, please leave a message at HQ: 269-9393 x 109.