

ACES BUILDING USE MANUAL

Premises.

ACES hereby permits User to enjoy its facility (the "Premises") per the attached Agreement for Use in consideration of the payments, covenants and agreements hereinafter set forth.

Use of Premises.

User shall be solely responsible for the safe and lawful operation, management and supervision of its activities conducted on the Premises, and for safety, security and conduct of its participants.

Rules Governing Use of Premises

- No smoking is allowed anywhere on the ACES premises campus.
- No drinking of alcoholic beverages is permitted anywhere on the ACES premises.
- User's program/activity shall be restricted to that facility for which permission is granted herein.
- No weapons are allowed on any ACES premises what so ever.
- User's program/activity shall not extend beyond the hours approved herein unless agreed to by ACES.
- User's programs/activities shall be planned so they do not interfere with the regular day school schedule or activities.
- In the event there is a scheduling conflict with an ACES activity, the ACES activity shall take precedent and the Individual or Organization agrees to cancel or reschedule at no additional cost to ACES.
- The person representing the User's activity shall be in charge and present before the activity is due to start and shall remain with its participants until all have left the ACES facility.
- ACES personnel assigned to the User's activity may terminate User's use of the Premises at any time if, in said individual's sole opinion, the conduct of User's participants threatens the safety or well-being of ACES personnel/students or threatens to, or causes, damage of the Premises. User shall be obligated, and herewith agrees: to pay all charges provided for in this agreement even though User's use of the Premises may be curtailed by the application of this provision.
- ACES personnel shall have free emergency access to all rooms at all times.

Condition of Premises.

User acknowledges that it has inspected, to its satisfaction, the Premises and is thoroughly satisfied with its condition, location and nature of construction and accepts the same "as is." User does not rely on any warranties or representations expressed or implied by ACES or any agent of ACES as to the Premises' condition or repair or history of prior use. User acknowledges that the taking of possession of the Premises by User shall be conclusive evidence that the same is in good and satisfactory condition at the time such possession is taken.

Payment

The facility-use fee under this agreement is payable in advance, unless agreed to by ACES in writing.

A check in the stated amount is to be made payable to Area Cooperative Educational Services, 350 State Street North Haven, Ct. 06473. Payment is due to ACES Facility Department at least ten (10) business days before the date(s) of use set forth in the Agreement. Any additional costs, including, but not limited to, property damage repair or additional Custodian costs (including if more participants show up than contracted for), will be billed to User and payable upon receipt of such bill.

In the event User cancels this agreement, the following refund schedule shall apply: If User's written cancellation notice is received by ACES Facility Department five (5) or fewer business days prior to the program date, exclusive of the scheduled program date, User shall pay the full amount indicated above. If User's written cancellation notice is received by ACES Facility Department six (6) or more business days prior to the program date, exclusive of the scheduled program date, User shall not be obligated to pay the payment.

In the event User's activities on any particular day require the ACES's custodial, maintenance and/or security personnel to perform duties outside the scope of their normal duties, or if User's activities require overtime or special work, User shall pay ACES the cost thereof immediately upon being billed for same.

Maintenance and Damage of Premises.

User shall, at its own cost and expense, pay for the repair of any damage occurred to the Facility by User's use or occupancy of the Premises. User shall inform ACES of any damage it caused. If ACES upon inspection finds any damage it shall notify User in writing of the damage and cost to repair.

Loss of Property.

User's and its participants' personal property brought to or left on the Premises shall be at User's sole risk and ACES assumes no responsibility therefor and will provide no security therefor or claims for loss..

Cancellation of Agreement.

ACES reserves the right to cancel this agreement at its sole discretion. All amounts paid, providing cancellation does not occur by virtue of the exercise of the provision herein, will be refunded as administratively practicable following said cancellation.

Non-assignment.

User shall not assign this agreement, in whole or in part, to any party.

Disclaimer.

The name "Area Cooperative Educational Services or ACES" shall not be used in any advertisements or promotional materials in connection with User's use of the Premises other than to indicate location. Any advertisements or brochures by User to advertise the

program/activity contemplated herein shall contain a disclaimer of liability and responsibility with respect to ACES substantially in the following form;
ACES assume no liability or responsibility for the conduct and operation of the program/activity by User.

Rebilling Fee.

If payment is not received as provided in this manual, ACES at its sole discretion the User agrees to pay a rebilling fee of \$35.00.

Collection Costs.

In the event User fails to pay all fees and charges when due, ACES may turn said debt over to an attorney or collection agency. In such event, User agrees to pay reasonable collection costs, including attorney's fees and court costs. Attorney's fees are payable if User's account is referred to an attorney whether or not a lawsuit is filed.

Governing Law and Severability.

This agreement shall be interpreted in accordance with the laws of the State of Connecticut. Should any part of this agreement be held invalid that will not affect any other provision of this agreement.

Amendment.

This Agreement may be amended by written instrument only and all parties shall sign any such amendment hereto.