

The Boys & Girls Clubs of Binghamton  
Letter of Agreement  
Hold Harmless Agreement

This agreement entered on \_\_\_\_\_ between the Boys & Girls Clubs of Binghamton hereinafter designated first party and \_\_\_\_\_ hereinafter designated as second party. In consideration of mutual covenants hereinafter set forth the parties hereto agree as follows:

The first party to permit the second party to use the:

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**Date & Time of Event:**

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The second party agrees to indemnify and to save harmless the first party and any and all Directors, Officers, Employees, and Agents of the first party against any and all loss, damage, cost and expenses resulting from use of the facility due to accident, theft, personal injury, fire, flood or any natural disaster. This includes being hurt, suffering an illness or death and any property belonging to the second party.

The second party agrees to pay in total cash value for all property damage, damages to any and all equipment in and on the premises, items lost from the premises and any and all damages to its present natural state.

The second party assures that the behavior of participants will be controlled and that the second party can exert adequate discipline and control.

**The second party will guarantee that no alcoholic beverages are brought on the Club facility. The second party will adhere to the no smoking policy.**

The following person or persons represent the second party and will be responsible for enforcement of all rules and must be at the facility at all

times of the program – unless authorized by the Club to have a substitute representative.

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**ALL CHILDREN MUST BE ACCOMPANIED BY AN ADULT AT ALL TIMES AT THE BOYS & GIRLS OF BINGHAMTOM FACILITY.**

The first party shall provide the following employee/volunteer to represent the interest of the first party and who is placed in authority to enforce the provisions of this agreement and the rules of the Boys & Girls Clubs of Binghamton.

Club representative: \_\_\_\_\_

The second party agrees to cover all wages for staff coverage through the rental and any period of time thereafter required to clean the areas of use and return the club to its original order - (included in the rental fee).

The second party agrees to make payment in full one week prior to the event.

The second party will provide a certificate of liability insurance with a CSL of \$1,000,000.00 for bodily injury and property damage. If family or individual – then a copy of their homeowners policy with \$500,000.00 limit. The certificate will name the Boys & Girls Clubs of Binghamton, Inc. as an additional named insured in so far as the above event is concerned.

This agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective heirs, personal representatives, successors and assigns. In agreement with the above provisions, I hereby sign and certify that I am a bona fide representative of the group named above, designated as second party.

Signature Second Party Representative:

\_\_\_\_\_

Date: \_\_\_\_\_

Signature First Party Representative:

\_\_\_\_\_

Date \_\_\_\_\_

**Non-Refundable Deposit** \_\_\_\_\_

\*\$30 non-refundable deposit is required to hold the date

**Refundable Security Deposit** \_\_\_\_\_

**Rental Fee** \_\_\_\_\_

Fees:

- \$50 for use of the kitchen
- \$10 per person/per day
- \$15/hour for each lifeguard
- \$15 per person/per day for overnight camp