



**BOYS & GIRLS CLUBS**  
OF SOUTHERN NEVADA

## Facility Use Agreement

This Facility Use Agreement (“Agreement”) is made and entered into on this **7/2/2021** by and between the **BOYS & GIRLS CLUBS OF SOUTHERN NEVADA**, a non-profit, charitable organization, organized and existing under the laws of the State of Nevada, hereinafter referred to as the Corporation (the “Corp”), and **Girls Athletic Leadership School (GALS)** hereinafter referred to as the User.

1. **PREMISES.** The Corp hereby allows the User to use the following-described property(ies) (check all that apply):

- Andre Agassi Club: 800 N. Martin Luther King Blvd, Las Vegas, NV 89106
- Boulder Highway Club: 3475 Mountain Vista, Las Vegas, NV 89121
- Mary & Sam Boyd Club: 1608 Moser, Henderson, NV 89011
- Desert Pines Club: 3750 E. Bonanza, Las Vegas, NV 89110
- Downtown Club: 2801 E. Stewart Ave., Las Vegas NV 89101
- Ralph and Betty Englestad Club: 3540 Cambridge St., Las Vegas, NV 89169
- John D. “Jackie” Gaughan Club: 920 Cottage Grove Ave. Las Vegas, NV 89119
- Natalie Gulbis Club: 9552 W. Tropicana Ave, Las Vegas, NV 89147
- James Club: 2530 E. Carey Ave, North Las Vegas, NV 89030
- John Kish Club: 401 Drake Street, Henderson, NV 89015
- Lied Memorial Club: 2850 S. Lindell Road, Las Vegas, NV 89146
- Southern Highlands Club: 10900 Southern Highlands Parkway, Las Vegas, NV 89141
- Donald W. Reynolds Club 2980 Robindale Road, Henderson, NV. 89074

It is understood that the use is for the following specific areas (“the Improvements”) only of the above Premises:

- |  |  |                                       |
|--|--|---------------------------------------|
| <input type="checkbox"/> Back Patio            | <input checked="" type="checkbox"/> Learning Zone  | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> Cafeteria  | <input type="checkbox"/> Multipurpose Room         | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Community Room        | <input type="checkbox"/> Outside Field             | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> Games room | <input checked="" type="checkbox"/> Storage Closet | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Gymnasium/Court       | <input checked="" type="checkbox"/> Technology Lab | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> Kitchen    | <input checked="" type="checkbox"/> Teen Room      | <input type="checkbox"/> Other: _____ |

2. **IMPROVEMENTS.** With respect to the Improvements which are the subject of this Agreement, the User acknowledges that it has inspected same and by the execution of the Agreement accepts same in its (their) present condition.
3. **TERM.** The term of this Agreement shall be for the following Dates, Times and Accommodations:

Date(s) and Times (s): **Between the hours of 8AM and 2PM for the period beginning August 9, 2021 (or the first day of school for the Clark County School District (CCSD) and until such time that GALS is able to move into their permanent facility (anticipated to be prior to August 31, 2021). GALS will provide 5 days notice of their last day.**

Accommodations: Choose an item. **None**

Rates: \$40.00 per hour (non-profit rate) or \$80 per hour (for profit rate) and \$15.00 per hour for staffing. Rates and staffing are charged per area and each court is considered as one area.

Extension: Occupancy outside of the agreed upon times will be invoiced at **\$75.00** per hour billed in whole hour increments. Invoicing for the extended hours includes a fifteen (15) minute grace period.

4. **PAYMENT.** The User agrees to pay to the Corp the sum of **\$0**.

The security deposit and initial payment needs to be paid at least twenty-four (24) hours prior to use of the Premises either in the form of Cashier's Check, money order or credit card.

5. **DESTRUCTION OF PREMISES AND REPAIRS.** The User agrees that any and all damage done to the Premises or any injury to participants during the term of this Agreement shall be the sole responsibility of the User. The User further agrees that the Corp may undertake the necessary repairs occasioned by said damage to the Premises and thereafter submit a reasonable charge to the User for same, which the User agrees to pay. In the alternative, the Corp reserves the right, in its sole discretion, to hire competent workmen to effectuate said repairs. All repairs and clean-up will be deducted from the damage/clean up deposit.
6. **DEPOSIT.** A damage and clean-up security deposit in the amount of **\$0** shall be paid by the User to the Corp at time of this Agreement is executed. The entire amount will be returned to the User if the Premises are returned to the Corp in the same condition as when accepted by the User. This requirement can only be waived or adjusted by an executive of the Corp.
7. **INDEMNITY AND INSURANCE.** Both the User and the Corp Owner agree to mutually indemnify and hold harmless one another and their respective directors, officers, employees, volunteers, and agents for all imposed by law third party claims, damages, losses, and expenses including but not limited to reasonable attorney's fees resulting from bodily injury and physical

injury to tangible property including loss of use thereof caused by the User's or Corp's own negligence arising out of the subject matter of this agreement

The User agrees to take out and maintain with a reputable insurance company, at its sole cost and expense, public liability insurance against property damage or personal injury growing out of the use of or occurring on or about the Premises, **with liability limits of no less than \$1,000,000 personal injury and \$1,000,000 property damage.** The Corp shall be named as co-insured or as an additional insured on all such policies and shall be presented with a certificate of insurance showing said coverage to be in effect. **The User shall not occupy the Premises in any way prior to proof of insurance being supplied to the Corp.** The proof of insurance will need to have each location listed on the documentation, this to include address, city, state and zip code.

8. **COMPLIANCE WITH LAWS.** The User shall utilize the Premises in a safe and careful manner and not in any respect mar, deface, alter, or injure any part of the Premises. The User shall comply with all applicable municipal, state and federal laws, rules, and regulations.
9. **MEDIA POLICIES.** User must notify Corp of any external groups such as but not limited to vendors, contractors, suppliers, providers, or news media that may attend, participate, or occupy Premises at least 24 hours prior to the event start time. The Corp also reserves the right, itself and through its authorized representatives, to remove any person or persons who in the Corp's view are engaged in conduct outside the scope or spirit of this agreement.

Under no circumstances may the User contact news media for an event on Premises without notifying the Corp, including but not limited to live promos, written news coverage, press conferences, etc. All public relations or press relations involving the Corp must be coordinated with the Corp. Under no circumstances may the User speak with the press on Premises on behalf of the event or on behalf of the Corp.

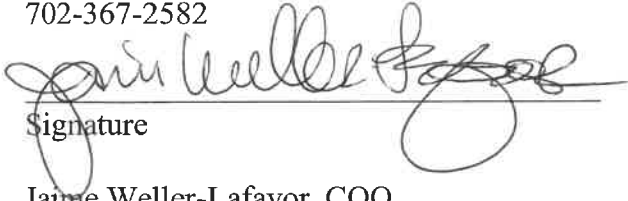
10. **WITHDRAWAL OF THE USER.** The Corp exercises exclusive control and reserves the exclusive right to control, operate, and manage the Premises. Such right includes, without limitation, the right at any time to monitor compliance with and enforce the Corp's rules for operation, safety, security, legal compliance, and for other purposes within the Corp's sole discretion. The Corp also reserves the right, itself and through its authorized representatives, to remove any person or persons who in the Corp's view are engaged in offensive, destructive, or other objectionable conduct or who otherwise misuse the Premises. The User may be responsible to provide security at the Premises during the event times should the Corp determine it to be necessary.
11. **ASSIGNMENT AND SUBLETTING.** The User shall not assign this Agreement or any interest therein nor let or sublet the said Premises or any part thereof, nor permit the occupancy or use of any part thereof by any other person or organization without first obtaining the written consent of the Corp.
12. **NOT A LEASE.** This Agreement is a license for temporary use only and is not a lease for real or personal property.

- 13. ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, contracts, and understanding, oral or written, and all other communications between the parties relating to such subject matter. The terms and conditions of this Agreement may be amended only by written instrument executed by both parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 14. SEVERABILITY.** If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.
- 15. NO WAIVER.** Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.
- 16. CAPTIONS.** The captions contained herein are for reference purposes only and shall not affect the meaning or interpretation of provisions of this Agreement.
- 17. BINDING EFFECT AND ASSIGNMENT.** This Agreement, along with its benefits and obligations, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. No portion of this Agreement may be assigned, in whole or in part, by any party hereto without the prior written consent of the other party.
- 18. GOVERNING LAW.** This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Nevada without regard to conflict of laws principles, and the venue for any and all disputes relating to, arising out of, or in connection with this Agreement shall be in a court of competent jurisdiction in Clark County, State of Nevada and the parties expressly consent to the jurisdiction of said court.
- 19. TERMINATION OF AGREEMENT.** It is understood that this Agreement can be terminated by either party by giving written notice of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If Corp terminates agreement, Corp will be responsible for refunding any unused fees paid by User. If the User terminates agreement, User remains responsible for fees associated with use up to termination.

[Signature page to follow.]


CORP:

Boys & Girls Clubs of Southern Nevada  
2850 Lindell Road  
Las Vegas, NV 89146  
702-367-2582



Signature

Jaime Weller-Lafavor, COO  
Printed Name/Title

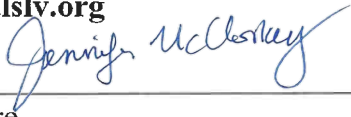


Signature

Romone Jones, DCO  
Printed Name/Title

USER:

**Jennifer McCloskey**  
**Girls Athletic Leadership Schools**  
**6625 South Valley View Blvd, Suite 442**  
**Las Vegas, NV 89118**  
**928-581-7138**  
**ED@galslv.org**



Signature

Jennifer McCloskey, Executive Director  
Printed Name/Title