



AGREEMENT FOR USE OF CONFERENCE ROOM

IN CONSIDERATION of the mutual covenants contained in this Agreement, Conference Room Frequently Asked Questions (FAQ) document, and the Conference Room Request Form, which are incorporated by reference herein, _____ (“User”) and Interact for Health (“Interact”) an Ohio non-profit corporation agree that User may use the conference room located at the Foundation’s 3rd floor offices in Kenwood Commons, 8230 Montgomery Rd, Suite 300, Cincinnati, OH 45236, on the following terms and conditions:

1. Use Policies:

- 1.1** User may use only the conference room and equipment reserved by it (collectively the “Facilities”). The Facilities may only be used on the dates and the hours as indicated on the reservation confirmation email provided by Interact. Use may not extend past the hours explicitly approved by Interact.
- 1.2** User will use the Facilities in furtherance of its charitable, educational or governmental purposes, as applicable.
- 1.3** User agrees to use the Facilities at its own risk.
- 1.4** User has received a copy of the Conference Room FAQ, and Conference Room Request Form for use of the Facilities and agrees to comply with the terms and conditions of such forms, including but not limited to the following:
 - 1.4.1** User agrees that no smoking/vaping, and no service or sale of alcoholic beverages will be permitted at the Facilities. User agrees that User is solely responsible for monitoring this policy.
 - 1.4.2** User will maintain reasonable sound levels so as not to disturb other Interact guests or employees, or other tenants of the building.
 - 1.4.3** User agrees that User is solely responsible for the ordering, delivery and cost of providing food, beverages, and any audio/visual items that must be rented. Interact reserves the right to review those arrangements during the scheduling process.
 - 1.4.4** User agrees to clean and return conference rooms to their original order, including removing all delivered food and beverages, upon conclusion of the meeting. User will pay for the cost of repair (or if necessary, replacement) of any Interact property damaged by User or any attendee at the meeting.
 - 1.4.5** User agrees to final walk-through with Interact at the conclusion of the meeting.

2. Safety and Compliance with Laws:

- 2.1** The Facilities at all times will remain subject to the oversight of Interact.

- 2.2** User will comply with all applicable laws, orders and regulations of federal, state, county, and municipal authorities. User will comply with Interact’s policies, rules and regulations, as may be changed by Interact from time to time regarding use applicable to the Facilities and the rules and regulations for Kenwood Commons (including the common areas thereof and parking facilities, the “Building”) established by Interact’s landlord. Interact reserves the right to impose restrictions before or during the use of the Facilities for safety purposes, to protect Interact’s property, or to avoid disturbances.
- 2.3** In the event an AED is needed, **User must** immediately contact 9-1-1.
- 2.4** User agrees that no flammable, combustible or explosive fluids, chemicals or substances and no firearms or other weapons may be brought into the Facilities.
- 3. Termination:** Interact, in its sole discretion, may terminate this Agreement and User’s use of the Facilities at any time. In the event of termination, User shall immediately surrender and vacate the Facilities and remove all of User’s personal property from the Facilities. Any personal property remaining in the Facilities after the termination of this Agreement shall be deemed abandoned by User and Interact may dispose of such personal property without liability to User.
- 4. Insurance and Indemnification:** User will indemnify, defend and hold Interact, Interact’s landlord (the “Landlord”) and their respective board members, employees, officers, and agents, harmless from all loss, damage, liability, claim, or expense (including reasonable attorney’s fees) arising in any manner out of (a) the negligent acts or omissions of User, its employees, agents, or attendees, (b) the negligent use of the Facilities or the Building by User, its employees, agents or attendees at the event, (c) User’s failure to comply with the terms of this Agreement, including but not limited to claims for property damage or personal injury. This obligation will survive this Agreement.
- 5. Waiver and Release of Claims:**
- 5.1** User acknowledges the foregoing terms and conditions of the Agreement and hereby waives, releases, and forever discharges Interact and Landlord from any and all claims, causes of action, and/or liabilities of every kind and manner whatsoever, including claims for property damage, personal injury or death, in law or in equity, judicial or administrative, civil or criminal, which User, its employees, agents or attendees has or may have arising out of or in connection with the use of the Facilities or the Building or any act, occurrence, circumstance or event occurring in or on the Facilities or the Building.
- 5.2** If the application of this Waiver and Release of Claims to a particular circumstance or claim would violate applicable law, then the Waiver and Release of Claims will be construed in an alternative manner so as not to apply to such circumstance or claim but to otherwise apply broadly to the maximum extent permitted by Ohio law.
- 6. Miscellaneous:**
- 6.1** User may not assign this Agreement.
- 6.2** This Agreement shall be governed by Ohio law.