

This Facility Use & Indemnity Agreement, (hereinafter “**Agreement**”), is entered into by and between: **Vanessa Grant School Trust** (hereinafter “**the Facility Manager**”) of P.O Box 60-20108 Rongai; and _____, (hereinafter “**the Facility User**”) of P.O Box _____ regarding the Facility described as **The Molo River House** situated on Gogar Farm.

Purpose.

The facility shall be used by the Facility User for (delete as required):

Accommodation for (enter number of people): Adults _____ Children _____

Training and facilitation of a management groups

Other: _____

Term of Agreement.

The Agreement term shall commence on _____ at _____ (a.m./p.m.), and shall terminate on _____ at _____ (a.m./p.m.), unless sooner terminated or renewed in writing.

Payment.

Full payment should be made in advance as agreed with the Facility Manager and paid directly to the Vanessa Grant School Trust account.

Return of the Property.

At the time of termination of the Agreement, the Facility User shall return the Facility to the Facility Manager in as good a condition as it was at the time the Facility User took possession, reasonable wear and tear due to reasonable use and occupancy in conformance with the provisions of this Agreement excepted.

Obligations of the Facility User

The Facility User shall not damage the Facility in any way and shall not remove any items from the Facility.

at its sole expense, repair any damage to the Facility that occurs during the Facility User's use of the Facility and replace any items that are broken or removed;

The Facility User shall not use the Facility for any other purpose than that agreed;

The Facility User shall not allow the Facility to be used for any unlawful and immoral purpose or use.

Agreement to Indemnify.

The Facility User agrees to protect, indemnify and hold harmless the Facility Manager and Gogar farms Limited and their related entities, and their officers, directors, employees, agents, and contractors against and from all claims, demands, causes of action that may arise from or relate to the use of the Facility arising from the negligence or fault of the above named Facility User or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified Facility Usage at the above named Facility.

Special Needs

The Facility User shall inform the Facility Organiser of any special diets or facilities for the disabled required or for any other special needs including any medical condition or disability which may materially affect a user's ability to enjoy the facility. Whilst the Facility Organiser shall make every effort to meet such requests, it cannot be guaranteed that such requests will be met.

Signed: _____

D a t e :

Facility User's Name _____ **Company Name (if applicable):** _____

Phone Number _____ **E-mail address:** _____

Signed By: _____

(as the duly authorised official of the Facility Manager)

FACILITY USE & INDEMNITY AGREEMENT