

**AGREEMENT FOR USE OF FACILITIES AND SERVICES**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between CUMMINS EMPLOYEES RECREATION ASSOCIATION, INC., hereinafter referred to as "CERA", and \_\_\_\_\_, hereinafter referred to as "Affiliate",

WITNESSETH:

WHEREAS, CERA is non-for-profit corporation with its primary purpose of establishing a continuing recreational program for the benefit of employees of Cummins Engine Company, Inc. in the community in and about Columbus, Indiana; and

WHEREAS, CERA, consistent with its general purposes, has now resolved through its Board of Directors to offer an affiliate corporation membership to qualified corporations or associations; and

WHEREAS, the Board of Directors of CERA must approve each and every application for membership; and

WHEREAS, the said Board, through its regularly scheduled meeting, has determined that \_\_\_\_\_, shall be offered affiliate corporate membership status wherein and shall hereinafter be known as a sponsoring corporation; and

WHEREAS, for consideration heretofore set out \_\_\_\_\_, desires to become an affiliate corporate member;

NOW, THEREFORE, this Agreement is entered into under the following terms and purposes:

1. This Agreement shall continue for a minimum period of twelve (12) months beginning on the \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_, and shall automatically renew unless written notification of cancellation is given 30 days in advance after the initial 12 month period.

2. The Affiliate shall pay to CERA the amount of \$200.00 per person or \$16.66 per month as a fee to provide membership privileges in said CERA or the Affiliate will authorize the use of the EFT Monthly Payment Program whereas each employee / member will authorize individual monthly payments from his or her own account.

3. A late fee of \$25.00 shall be assessed to any memberships (excluding newly hired employees) received anytime 30 days after the renewal date.

4. The Affiliate shall have the immediate privilege to enroll their employees into the affiliate membership program from employment units Affiliate may designate. Upon the consent of the Board of Directors, additional Affiliate employees from the designated employment units and employees from other Affiliate employment units may be included at an price to Affiliate of Two Hundred Dollars (\$200.00) each or \$16.66 per month for 12 months.

5. The Affiliate, entering into this agreement with CERA for an Affiliate Corporate Membership shall make this opportunity available including, but not limited to all of their employee's in the surrounding areas.

6. CERA agrees to make its facilities and services available to all Affiliate members subject to certain restrictions hereinafter set forth.

7. Affiliate members shall be permitted the use of all of the Association's facilities and to participate in the Association's activities and programs with the exception of those organized for the exclusive use of Cummins employees, sponsored Cummins Engine Company activities, special group or league privileges, and CERA Board representation as such terms are defined in the program information attached hereto.

8. In the event of any dispute relating to the use of the facilities or any other matter, the decision of the Board of Directors of CERA shall be binding.

9. CERA shall provide to Affiliate, application forms, membership cards, and other appropriate data, if applicable, for use by its employees. Affiliate shall periodically furnish to CERA, upon request, a current listing of names of its employees to whom such membership cards have been issued.

10. This Agreement shall cease upon the expiration of the contract period set forth in paragraph 1., or upon notification by the Board of Directors to the Affiliate of a continuing violation and disregard of the rules and regulations of CERA by its members.

11. Affiliate employee members shall be required, on an individual basis, to execute certain release, indemnity and waiver forms where the Affiliate employee member, among other things, agrees to waive, release and indemnify Cummins Employees Recreation Association, Inc., its Board of Directors, officers, agents and assigns from any and all claims, demands, actions, or suits, (including, but not limited to costs and attorneys fee), arising out of any injury, death, damage or loss which might be sustained by Affiliate employee members or any persons as a result of Affiliate employee members participation in this program. (See Employee Data Form)

12. Notice hereunder shall be valid if mailed to CERA Attn: Jim Kreutzjans, General Manager at 3989 South 525 East, Columbus, IN 47203, and to the Affiliate at \_\_\_\_\_ or such other addresses as shall from time to time be designated by either party by appropriate written notice.

13. Affiliate shall appoint one person to whom notices and communications regarding this Agreement are given and received and shall notify CERA in writing

of such appointment. All notice and communications between the parties shall be addressed to such person at the address specified.

14. Affiliate shall have no right to assign this Agreement without the written consent of CERA.

15. This Agreement shall bind and benefit the personal representatives, successors and assigns of the parties.

16. This agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original hereof.

17. The undersigned parties executing this Agreement for and on behalf of their respective Corporations or Associations hereby certify that they have been duly empowered by their Corporations or Associations to affix their signatures hereon.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CUMMINS EMPLOYEES RECREATION  
ASSOCIATION, INC.

\_\_\_\_\_  
AFFILIATE COMPANY NAME

By: \_\_\_\_\_

\_\_\_\_\_

Bernard Scott Sims, Chairman of the Board

Title: \_\_\_\_\_

WITNESS:

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

Tammy Maddix, Secretary

Title: \_\_\_\_\_