



## Wabash Valley Astronomical Society, Inc.

### West Lafayette Observatory Use Agreement Request

Whereas, the West Lafayette Observatory (WLO) was donated in the mid-1960s by Mr. Eugene Lowman to the West Lafayette community and the West Lafayette Community School Corporation (WLCSC) for the benefit of the students and public at large;

Whereas, Wabash Valley Astronomical Society (WVAS) was founded in 1971 with the express purpose to promote the science, hobby, and public knowledge of astronomy;

Whereas, WVAS has supported WLCSC's educational goals by providing presentations and serving as subject matter resources for WLCSC educators and will continue to do so;

And, whereas, WVAS is in its sixth decade of meeting monthly at WLO without issue or complaint, of fostering the education about and enjoyment of the night sky, and of volunteering its members time for the good of the community:

WVAS seeks an agreement with WLCSC for use of WLO along the following terms:

**Facility Use.** In keeping with the original intent of the facility, WVAS will have the ability to conduct regularly scheduled informational and business meetings with its members and the general public at WLO at a typical rate of not less than once per month. WVAS will also have the right to conduct open houses and other educational and outreach events for the public, school groups, and other organizations on nights and weekends as needed. These outreach events will be coordinated with the WLCSC facilities office, and each party's cooperation in the scheduling of these events shall not be unreasonably withheld.

**Access.** WVAS will have the right for up to five WVAS members to have key access to WLO and the right to reasonable access to WLO as needed. Key access will be coordinated by designated individuals with the WLCSC facility office.

**Term.** The initial term will be for one year from the date of approval with the option to renew each year thereafter. Either party may terminate the agreement upon providing at least ninety days written notice to the other Party. WLCSC reserves the right to close the facilities at any point in time to address repairs or should the cost of operating or maintaining the facilities become a financial or operational burden for the WLCSC. In the spirit of the WLO facility having been given to the community and WLCSC, WLCSC agrees to notify WVAS if WLO has reached the status of becoming a financial or operational burden and is under consideration for closure at least ninety days before any closure activity may occur notwithstanding event of force majeure. Upon receipt of such notice, WVAS will be given at least ninety days' notice prior to the permanent

closure of the facilities to be able to make alternative plans and remove WVAS equipment and belongings.

Compensation. WVAS shall pay the amount of \$1 per year to be collected by January 31 of each year.

Facility Maintenance. WVAS will be responsible for keeping the interior of WLO in a clean and organized condition. Other groups using the facility will be held to a similar standard by all parties. WVAS will also notify the WLCSC facility office of any identified maintenance issues that pertain to the use, function, or safety of the building. WLCSC will be responsible for maintenance of the building and custodial servicing of the bathrooms and trash once/month.

Facility Modifications, Improvements, and Changes. WVAS and WLCSC intend to maintain regular and reasonable communication regarding the status of WLO. WVAS agrees to discuss any proposed modifications or improvements to WLO with WLCSC prior to initiating same. WLCSC will inform WVAS of any planned modifications, improvements, or changes to WLO at the earliest possible convenience. Proposed improvements shall be approved by and become property of WLCSC.

Insurance. WVAS will maintain a general liability policy with WLCSC as an additional named insured. WVAS will also be responsible for maintaining its own insurance to cover its contents within WLO.

Rules and Policies. WVAS understands and agrees to abide by WLCSC Policies, Rules and Regulations when using WLO.

Release and Indemnity. WLO and equipment are made available on an "as is" basis, and WLCSC makes no representations as to the suitability or fitness of WLO or equipment for the uses made by WVAS. In consideration of the privilege of using WLO and WLCSC equipment, WVAS hereby releases and holds harmless WLCSC of and from any injury to person or property which WVAS may incur during the use of WLO and equipment, including injury suffered as a result of WLCSC's own negligence. WVAS hereby agrees to compensate WLCSC for any proximately-caused damages which WVAS may cause to WLO and equipment, and the liability for such reimbursement obligation shall fully extend to all those involved if WVAS uses WLO and equipment with other persons.

WVAS agrees to indemnify and hold harmless WLCSC from any claims made by third persons arising out of the WVAS's use of WLO and equipment to the extent any such claims were caused by the negligence, gross negligence, or willful misconduct of WVAS. This indemnity shall also include attorneys' fees and reasonable expenses which WLCSC may incur in defending such claims.

Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties. This Agreement may be amended only in writing by mutual agreement of the parties.

Applicable Law. The laws of the State of Indiana govern the interpretation and execution of this Agreement. All parties to this Agreement will at all times comply with and observe all federal, state, and local laws, ordinances, and regulations in effect during the term of this Agreement.

Independent Relationship. The parties are at all times independent from each other, and neither party will be considered an agent, servant, partner, employee, or joint venture of the other party. Notice of any fact by one party will not be considered notice of a fact by another party.

Marks and Sponsorship. Unless specifically authorized through a separate written agreement, neither party shall use the other party's name, logo, or marks, in any publication, advertising, publicity, or promotion.

Notices. All required or permitted notices, demands, consents or other will be in writing, will be effective upon receipt, and will be addressed as set forth below and delivered by hand or sent by electronic transmission (such as email); by an internationally recognized overnight express mail delivery service; or, United States Certified Mail, Return Receipt Requested, with all delivery and postage charges prepaid.

To: West Lafayette Community School Corporation  
3061 Benton Street  
West Lafayette, IN 47906  
Attn: Dr. Shawn Greiner  
Email: [greiners@wl.k12.in.us](mailto:greiners@wl.k12.in.us)

To: Wabash Valley Astronomical Society  
P.O. Box 2020  
West Lafayette, IN 47996-2020  
Attn: President  
Email: [wvasinfo@gmail.com](mailto:wvasinfo@gmail.com)

Assignment. Neither Party may assign any right or delegate any duty under this Agreement without prior written consent signed by both parties.

Non-Discrimination. Both parties certify that they do not unlawfully discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hiring, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, or ancestry.

Entered into this \_\_\_\_\_ date of April, 2025.

West Lafayette Community  
School Corporation (“WLCSC”)

Wabash Valley Astronomical Society  
 (“WVAS”)

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

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