

Facility Rental Agreement

Reservation Deposit: A non-refundable reservation deposit is required to secure the date of rental. Please be aware that there are numerous events that occur and the availability of the facilities of Kids Can Community Center (hereinafter KIDS CAN) changes rapidly. A date is not considered reserved until the deposit is received by Kids Can and a rental agreement is executed by both Lessee and KIDS CAN. **The Reservation Deposit is fifty percent (50%) of the rental fee, which will be deposited and immediately to go towards the Lessee's rental fee.** This deposit may be nonrefundable and is subject to the cancellation policy set forth below. If an ongoing rental agreement is made, a payment schedule will be agreed upon by both Lessee and KIDS CAN. Failure to comply with the payment schedule may result in nullification of this agreement.

Damage Deposit: The Lessee will be charged a damage deposit of \$250 (separate from the reservation deposit) due 5 business days before the event. This damage deposit will be refunded after the completion of all rental dates listed above if no damages or additional charges are incurred. In the instance that any person or group using KIDS CAN facilities or equipment during the Lessee rental period cause any unnecessary wear and tear, destruction, or damage to KIDS CAN facilities or equipment, all or part of the deposit can be withheld and applied to any additional costs incurred or any damages caused intentionally or unintentionally by members present during the lessee's rental. The amount of the deposit that will be returned to the Lessee will be based upon the state of the rental area(s) after the Lessee has used the space. Additionally, if on the day of the event the Lessee requests additional set up, not agreed to prior to the event, or leaves the space excessively unclean this deposit may be used to cover costs tied to the additional need of personnel for set-up or cleaning of the space. If any of the above-mentioned occurs, KIDS CAN reserves the right to retain the damage deposit or a portion of the deposit, equaling the costs of cleaning, repairs, or replacements deemed necessary to the damaged rooms or equipment. This amount shall be determined by the KIDS CAN Director of Operations. If the amount exceeds the deposit amount of \$250, KIDS CAN reserves the right to file a claim with the Lessees' insurance on file. The Lessee may opt to pay the remaining expense related to damage to avoid the claim on their insurance. Such persons or groups shall also be liable for any action brought about by any person as a result of the use of facilities and or equipment. If no damages or additional charges are incurred and the premises are returned in good condition the Lessee will be refunded the damage deposit in full.

Final Payment: Final payment of the balance due must be paid at least 5 business days before the event.

Cancellation Policy: In the event that the event is canceled by the Lessee more than 14 days before their rental is to take place the Lessee will be fully refunded anything they had paid prior to that date and are not required to finish payment. If the Lessee cancels the event within 14 days of the event, even if due to weather, the reservation deposit (50% of the total) is completely non-refundable. The rest of the amount paid to date can be applied to a similar program or future contract with KIDS CAN within one calendar year of the initial rental date. If the decision to cancel an event is made by KIDS CAN, the Lessee will be fully refunded anything they had paid prior to that date.

Prior to Lessee's event neither Lessee nor KIDS CAN will be held liable if either party is unable to perform the terms of this rental agreement as a result of an unforeseeable emergency which makes it inadvisable or impossible to continue with this rental agreement.

Certificate of Insurance: Lessee (and Lessee's caterer, if applicable) must provide an adequate Certificate of Insurance, including general liability, and products liability. The Certificate of Insurance must also name KIDS CAN as an **additional insured** for all the dates listed in the rental period. Insurance cannot be purchased through KIDS CAN. Lessee shall submit copies of all required insurance certificates at least 5 business days prior to Lessee's event. In the event Lessee fails to provide such certificates, KIDS CAN may terminate this rental agreement and retain the reservation deposit.

Insurance requirements must include: \$1M Each Occurrence (Bodily Injury & Property Damage), and \$2M General Aggregate that applies on a per project basis, and \$2M Products/Completed Operations Aggregate (Ongoing/Completed Ops), and \$1M Personal & Advertising Injury.

Usage and Space: Lessee's use of the KIDS CAN facilities is limited to (the "Premises"). Lessee is not entitled to use other parts of the facilities, unless it has been specifically included within the definition of the Premises. KIDS CAN's facilities will remain open to the public during its regular operating hours, unless otherwise agreed to in writing. Lessee's use of the space shall not in any way interfere with, disturb, or otherwise interact with other users of the facility. Lessee shall be subject to any and all rules or regulations imposed by KIDS CAN.

The KIDS CAN building and premises are open from 6:00 AM to 11:00 PM. The Lessee is not permitted to be in or at the facility outside of those hours. Events and corresponding clean up must conclude by 11:00 PM. unless other arrangements have been made. There will be a \$200 charge for every hour after 11:00 PM that the facility is still in use or that the Lessee is still on site.

Capacity: KIDS CAN will not allow more than the maximum capacity of people into the premises. If the Lessee's event exceeds maximum capacity, people will be required to leave.

Set-up: Times to set-up for your event are variable and must be agreed to by KIDS CAN. Lessee will need to rent all other materials that are not available at KIDS CAN including round banquet-style tables, additional chairs, table clothes, etc. KIDS CAN does not have any required or preferred vendors. Drop off and pick up times for rental items need to be within 24 hours before/after the event and arranged with KIDS CAN point of contact no less than 5 days in advance.

Tables, chairs, stages, podiums, and any item which could mark the surface of the facility floors hard- must be placed on carpet squares, which must be placed, and subsequently, removed by KIDS CAN facility staff. KIDS CAN must be notified prior to the day of the event if carpet squares are required. In the event of damage to a carpet square beyond normal wear and tear, Lessee is responsible for replacing damaged carpet square(s) at the cost of \$50 per square.

Clean-up: Lessee is responsible for general clean-up after the event including the removal of all items brought into the KIDS CAN facility by Lessee.

Parking: KIDS CAN parking lot is available for Lessee's use located north of the facility with 70 available parking spaces. There is some street parking on the east and north of the building. Vehicles shall not be left in the KIDS CAN parking lot overnight, and KIDS CAN accepts no responsibility for damage to vehicles or items removed from vehicles while parked on the property at any time.

Security: Professional security may be required to be present at events exceeding 50 guests and an additional security professional is required to be on site for every additional 50 guests (Ratio 1:50) The cost incurred to provide the security professionals will be paid in full by the Lessee. KIDS CAN is responsible for contracting with the security company to have individuals onsite given that the Lessee provides an accurate estimate of attendees at least two weeks prior to the event. This clause will be enforced at the discretion of KIDS CAN staff.

Custodial Fees: When an activity requires custodial assistance beyond what is normally available depending on the time of the rental, the Lessee may be responsible for any additional cleaning cost(s).

Audio/Visual Equipment: The Lessee may only use KIDS CAN audio/visual equipment if given express permission by KIDS CAN prior to the day of the event. Lessee is responsible for any damage that may occur to any KIDS CAN equipment during their event. A setup fee may be charged for use of equipment at the discretion of KIDS CAN.

Catering: Arrangements for food and beverages are the sole responsibility of Lessee and not included in the rental fee. All food must be prepared off-site. KIDS CAN does not have any preferred vendors.

- All details of the event should be coordinated with the KIDS CAN including arrival and departure times, designated loading areas, work area requirements, vendor names and contact information. If

electrical power is needed, please notify your KIDS CAN point of contact.

- The catering staff is expected to remove all waste from the building at the conclusion of the event. If the event produces a large amount of waste, and an added dumpster/scheduled dumpster emptying is necessary, a \$250 fee will be charged for each required dumpster as determined by KIDS CAN.
- Water is available in restrooms and at water fountains in the public areas of the facility.
- Events must conclude at 11:00pm, unless other arrangements have been made. There will be a \$200 charge for every hour, after 11:00pm, that the facility is still in use by the event patrons or Lessee staff is onsite.
- All warmer burners or chaffing burners are permitted but only if set up by catering staff and monitored throughout the event.

Decorations: KIDS CAN will designate areas where Lessee may add extra decorations and KIDS CAN must approve all decorations prior to the event set-up. Lessee must remove all decorations, promotional materials, signs and literature immediately following the event, and will be liable for any damage caused by such decorations or their removal. KIDS CAN is not responsible for any items left by Lessee following an event. The use of lighted candles or other types of open flame is strictly prohibited within KIDS CAN's facilities. Warmer burners or chaffing burners are permitted but only if set up by catering staff.

- Votive candles and hooded flame candles are not permitted.
- Items may not be hung on walls or display cases with glue or tape. Banners and streamers must be freestanding.
- Glitter, confetti, rice, birdseed, or materials that may litter the floor is not allowed.

Advertising/Press Releases: All printed material (invitations, announcements, press releases, etc.) relating to your event must refer to the facility by name and must be submitted to KIDS CAN no less than 3 business days prior to final printing, for approval by KIDS CAN. The facility shall be referred to as 'Kids Can Community Center' or 'Kids Can' only.

Tobacco Policy: KIDS CAN is a non-tobacco and non-smoking campus. This includes, but is not limited to cigarettes, e-cigarettes, pipe tobacco, cigars, toys that resemble a cigarette, and all forms of smokeless tobacco. Tobacco use and, any form of smoking is NOT allowed anywhere on KIDS CAN's premises. Evidence of its use will automatically result in the forfeiture of the damage deposit along with any additional cleaning or mitigation fees as determined by Kids Can staff.

Weapons Policy: KIDS CAN specifically prohibits the possession of weapons by anyone, other than security personnel contracted to be onsite, while on KIDS CAN property. This ban includes keeping or transporting a weapon in a vehicle in a parking area on campus. Weapons include guns, knives, explosives, and all other items with the potential, or user intent, to inflict harm.

Additional policies: The Lessee agrees to adhere to the items listed below as it pertains to their rental:

- Burning anything or generating smoke or gas is not permitted in or around KIDS CAN facilities, including all candles, fireworks, and fog machines.
- Keys or security clearance cannot be transferred to any other individual other than the individual(s) listed on the rental agreement.
- Prohibited items include helium balloons, chewing gum, or any hard balls (baseballs, softballs, etc.).
- All activities with the potential of damaging facilities are prohibited.
- Inappropriate or dangerous behavior during the course of an event is not permitted.
- Ballroom dancing and similar activities where hard-soled shoes may mar the floors are prohibited.
- Facilities may not be used for any purposes or activities which would constitute a violation of law. KIDS CAN reserves the rights to deny use of facilities to certain groups or organizations consistent with the applicable law.
- Lessee is directly responsible for informing team coaches/representatives of KIDS CAN policies regarding rentals and usage.

- Use of peripheral items or equipment such as scoreboard controls or P.A. systems is permitted by special request only. All special requests must be made in advance. Authorized and trained personnel only can conduct use or operation of any peripherals.
- Teams will not be allowed to warm up or take field outside of contracted times.
- Cars improperly parked in handicapped spaces or otherwise may be towed.
- Pets are not permitted on KIDS CAN property.
- Driving vehicles on the field is prohibited.
- Stages or other heavy items are prohibited.
- Lessee and their participants must always adhere to all posted signs and restrictions.
- Leagues and Tournament Directors are responsible to ensure individual teams clean up their respective areas. Maintenance fees will be assessed if deemed necessary.
- KIDS CAN is not responsible for any personal property loss, damage to vehicles, etc. Be sure to park correctly, safely, and lock your car doors.

The undersigned has read and agrees to abide by all of KIDS CAN's policies and will assume responsibility for any damage done to KIDS CAN's facilities or its premises and their contents occurring as a result of Lessee's use of such facilities, including damage by guests. Lessee shall indemnify, defend, and save harmless KIDS CAN, its employees, members, directors, agents, representatives and successors, from any and all claims, demands, suits, actions, proceedings, losses, costs and damages of every kind and description, including any attorney fees and/or litigation expenses that arise from or are in connection with Lessee's use of the Premises, or any portion thereof.

Lessee and Lessee's vendors, agents, employees, and guests will attend and use KIDS CAN's facilities at their own risk. KIDS CAN, its employees, members, directors, agents, representatives, and successors, shall not be liable for any damage arising from personal injuries sustained by any such person on the Premises. Lessee assumes full responsibility for such damages. KIDS CAN shall not be liable for any equipment, property, or personal belongings, whether rental or otherwise, which are used or left on the property in connection with Lessee's event. In consideration of being granted the right to use the KIDS CAN facilities, the Lessee hereby releases and holds harmless KIDS CAN, its employees, members, directors, agents, representatives, and successors, from any and all claims, demands or causes of action arising out of Lessee's use of the Premises.

Sign here stating that the Lessee has read and agrees to adhere to the rental policies put forth in this contract by

LESSEE:

KIDS CAN:

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Facility Rental Contact & Payment Information

Contact Person: _____ Organization: _____

Phone: cell _____ daytime _____ alternate _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____

Rental Date(s) _____

Start Time: _____ End Time: _____ Total hours: _____

Approved Spaces for Use by Lessee (check all that apply)

Gymnasium Community Room 201 Room 202 Room 203 Room 204

Room Rental Rate: _____ Total Room Rental Rate: _____

Damage Deposit: _____ Custodial fee, if required: _____

Estimated attendance: _____ Security Fee, if required: _____

Additional Fees (dumpster, lighting, set up, AV, etc.): _____

Reservation Deposit (50% of total): _____

Total Cost (minus damage deposit): _____

Total amount owed: _____ Final Payment & Paperwork Due Date: _____

Other itinerary/set up requests: _____

**Please return original executed document to:
Kids Can Community Center 4768 Q Street Omaha NE 68117
Email to acorral@kidscan.org and jgillman@kidscan.org**