

FACILITY USAGE AGREEMENT

4860 Q Street Omaha NE 68117 (402) 731-6988 www.KidsCanOmaha.org

Name ("Member"): _____

"Event" Date(s): _____

Phone Number: _____

Usage Times: from: _____ to: _____

Address: _____

Facility Fee: gymnasium (capacity 250)
 cafeteria (capacity 70)

Date of birth: _____

Will alcoholic beverages be served?
 yes no

Driver's License #: _____

Rental Fee: \$ _____

Contact Name: _____

Security #1: _____ hrs x \$20/hr = \$ _____

Today's Date: _____

Security #2: _____ hrs x \$35/hr = \$ _____

Deposit: \$ _____

Purpose of "Event" _____

Total Due: \$ _____

Terms and Conditions

This Facility Agreement ("Agreement") is entered into by and between Kids Can Community Center, a Nebraska non-profit corporation ("KCCC") and the above-named Member. On "Today's Date" indicated above.

1. Time of Usage. KCCC agrees to furnish to Member, for the purpose stated above, KCCC's Facility identified above and located at the Kids Can Community Center building at 4860 Q Street, Omaha, Nebraska (the "Premises").

If a fire alarm is pulled or activated without cause of actual fire or an emergency, the Member agrees to pay an additional fee of \$200 for false alarm.

2. Required Deposit & Fees. Member agrees to pay KCCC the amount stated above for the usage of the Facility identified above. The required fee must be paid to KCCC two (2) weeks prior to the Usage Date identified above. In addition, Member agrees to pay the above deposit to reserve the usage date otherwise KCCC has the right to retain the deposit. Said deposit shall be made upon execution of this Agreement and is fully refundable if (i) Member cancels this Agreement within 2 weeks prior to the Event and (ii) after the Event if the Facility is returned to KCCC in the same condition as prior to the Event. Member agrees that it shall pay KCCC an additional fee of \$50 for every 15 minutes it remains at the Facility after the specified ending time of the Event, as indicated above, and that such additional fee shall be deducted from the deposit or otherwise paid within one (1) week from the Event.

3. Covenants of Member.

(a) Rule and Regulations. Member shall observe all Rules and Regulations of KCCC in its use of the Facility.

(b) Law Observance. Member agrees that it and its guests will conform to and comply with all of the laws of the United States, and the State of Nebraska, and all ordinances of the City of Omaha (including, but not limited to, laws and ordinances restricting the selling of alcoholic beverages without a license, laws and ordinances prohibiting the distribution of alcoholic beverages to minors, gambling laws and ordinances, and noise ordinances requiring private bands to be concluded by 12:00 a.m.) and shall not do, nor cause to be done, anything at the Premises in violation of any such rules, laws or ordinances. If guests are consuming alcohol at the event, the alcoholic beverage must not be removed from the building. All guests and third

parties must leave facility by 12:30am with the exception of members for the purpose of clean up activities. The clean up activities should not last past 1:00am

(c) Facility Capacity and Occupancy.

Member agrees to observe and not to exceed the Facility capacity stated above. Member agrees to be fully responsible for all guests and third parties (including caterers, dj, bands etc). This includes responsibilities of cleaning up and insuring concluding time is followed.

(d) Care of Facility and Premises.

Member shall not injure nor mar, nor in any manner deface, the Facility, Premises or the personal property of KCCC, and shall not cause nor permit anything to be done whereby the Facility, Premises or personal property of KCCC shall be in any manner injured, marred or defaced (including, but not limited to the driving of nails, hooks, tacks or screws, in any part of the Facility or Premises and the making of any alterations of any kind therein). In addition, any type of decorations, including balloons, must be removed from the Facility during clean up.

(e) Damages to the Facility. If the Facility or any portion of the Premises is damaged by the act, default or negligence of Member, or of Member's agents, employees, patrons, guests, or any other person admitted to the Facility by Member, KCCC may retain all or any portion of the deposit and Member will pay to the KCCC, upon demand, such additional sum as shall be necessary to restore the Facility to its present condition. Member hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the Facility, by the consent of Member or by or with the consent of Member's employees or any person acting for and on behalf Member. KCCC reserves the right, through its representatives and agents, to eject any objectionable person or persons from the Facility, and upon the exercise of this authority, through its representatives and agents, Member

IN CASE OF EMERGENCY YOU CAN CONTACT: Nancy 402-216-9084

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by as of the day and year first above written.

KIDS CAN COMMUNITY CENTER

By: _____

Date: _____

hereby waives any right and all claims for damages against KCCC, or any of its agents.

(f) Assignments. Member shall not assign this Agreement, nor sublet the Facility without the written consent of KCCC.

(g) No Responsibility for Injury to Persons or Personal Property. KCCC assumes no liability for injuries to persons occurring on the Premises during the Event, except those injuries caused by the negligent acts or omissions of KCCC. KCCC further assumes no responsibility whatever for any of Member's personal property placed in the Facility, Member hereby expressly releases and discharges KCCC from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the use of the Facility under this Agreement.

4. Indemnities. Member shall indemnify, hold harmless and defend KCCC from and against, and KCCC shall not be liable to Member on account of, any and all costs, expenses, liabilities, losses, damages, lawsuits, actions, fines, penalties, demands or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity or governmental authority arising out of or in any way connected with either (a) a failure by Member to perform any of the agreements, terms or conditions of this Agreement required to be performed by Member; (b) a failure by Member to comply with any laws, statutes, ordinances, regulation or orders of any governmental authority; or (c) any accident, death or personal injury to, or damage to, or loss or theft of property which shall occur on or about the Premises during Member's use thereof, except as the same may be the result of the negligence of KCCC, its employees or agents.

5. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska.

MEMBER (printed): _____

By: _____

Date: _____

RULES AND REGULATIONS

4860 Q Street Omaha NE 68117 (402) 731-6988 www.KidsCanOmaha.org

1. Member shall not use the youth and sports recreational equipment located in the gymnasium closet. If Member uses the equipment in violation of this Rule, KCCC reserves the right to reduce Member's deposit refund by an amount to be determined by KCCC.
2. Member agrees that SMOKING, ILLEGAL DRUGS or HAND GUNS are not allowed at the premises and will enforce such policy with its guests.
3. Member agrees that glass bottles, fog machines, and weapons of any kind are not allowed at the premises.
4. Member agrees that its use of the Facility is for private events only. Member further agrees that it shall not charge admission or otherwise sell alcoholic beverages at the Event unless it has obtained the proper license. Member further agrees not to allow gambling of any kind at the Event unless it has obtained the proper permit.
5. Member agrees to make reasonable efforts to ensure that its guests do not park on the west side of 49th Street nor in the South View Heights parking lot (the high rise on the west side of 49th Street) and to encourage the use of the KCCC's parking area on 48th Avenue as available.
6. Member agrees not to exceed the capacity of the Facility (gymnasium – 250 and cafeteria – 70).
7. Member agrees that security guards are required. KCCC will provide the security guards and the charge for security will be included in the required donation. Member agrees to pay any overtime fees and agrees that security has the authority to call in additional security at member's expense when necessary.
8. If alcoholic beverages are to be served, Member agrees that the alcoholic beverages cannot leave the building. Member also agrees that wristbands shall be provided to all persons of legal age to consume alcoholic beverages who intend to consume such beverages in the Facility. KCCC shall provide a security guard to review each guest's identification and shall provide such wristbands. The charge for security and wristbands will be included in the required donation. Member further agrees that the security guard shall have the authority to remove Member's guests from the Facility if a guest is found to have violated any of the Rules and Regulations hereunder.
9. Member agrees to pay an additional fee of \$200 for false fire alarm.
10. Member shall be responsible for clean-up of the Facility and, in addition to clean-up of its personal property; Member shall complete the following clean-up activities. If any of these activities are not completed, KCCC reserves the right to reduce Member's deposit refund by an amount to be determined by KCCC.

Clean-up activities:

- pick up trash inside and outside the facility and premises.
- sweep the facility & mop
- clean and remove tables and chairs
- clean restrooms
- No damage to the facility or the premises
- check entrance area make sure trash is removed

KCCC Signature _____ Renter Signature _____