

U.B. KINSEY EDUCATIONAL & COMMUNITY CENTER

RENTAL APPLICATION



UBKECC Rental Applications are reviewed in the order received. Please submit your completed application with the required security deposit of **\$225**. The Applicant/Responsible Party, or his/her designee, will be the primary contact during the application review process. Please type or print legibly. Complete all sections. Incomplete applications will delay your request. This application must be received at least 4 weeks prior to your event; however, Center management may exercise discretion in special circumstances that warrant exceptions to the 4 weeks.

CONTACT INFORMATION:

APPLICANT: _____
ORGANIZATION/CORPORATION

APPLICANT NAME: _____
RESPONSIBLE PARTY

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE1 _____

EMAIL _____

PHONE2 _____



CIRCLE DESIGNATED ENTITY TYPE:

**NOT FOR PROFIT	GOVERNMENT	COMMUNITY/SOCIAL SERVICE
FOR PROFIT	RELIGIOUS	INDIVIDUAL

Based on your designated entity type, please submit one or more of the following with the completed rental application: Proof of tax-exempt status **FEIN; Sales Tax Exemption; Certificate of Insurance; evidence of permits and licenses; and any other items deemed necessary and/or required by Center management to confirm status.

EVENT INFORMATION:

Circle or **X** the Center Area(s) to be rented:

COMMUNITY ROOM: ___ KITCHEN: _____ BOARD CONFERENCE ROOM/LIBRARY: _____ CLASSROOM: N/A

DATE(S) OF EVENT(S): _____ EVENT START TIME: _____ EVENT END TIME: _____

TYPE OF EVENT: _____

APPROXIMATE NUMBER OF GUESTS: _____ (based on maximum room capacity)

WILL FOOD BE SERVED? – Yes / No

WILL FOOD BE SOLD? – Yes / No

RENTAL DISCLOSURES:

- 1) Make all checks payable to: Tabernacle Learning Center, Inc (“TLC, Inc.”), the Lessor, a Not-for-Profit **501(c)3 Corporation, TAX ID:#81-180291690**
- 2) A deposit must be paid at the time the completed rental application is submitted. In the event of **cancellation**, other than a *force majeure* or *act of God*, 50% of the held deposit and all other fees will be retained by the Lessor. Upon completion of the event/activity, the value of assessed damages will be deducted from the Security Deposit. In the event additional monies are owed for extra time and/or repairs to the facility, the Lessee will be billed for all expenses and repairs.
- 3) **SET UP, DECORATING, CLEAN UP:** Lessees are responsible for event *set-up, decorating, and clean up including the removal* of all decorations, presentation materials, handouts, trash, waste and garbage. Broom cleaning all areas used, including rented common areas. Failure to clean all areas will render the rental incomplete and lessee will be charged an **“**additional clean-up fee”** in accordance with the fees listed below.
- 4) The U.B. Kinsey Educational & Community Center is a **“NO ALCOHOL” facility**. All Lessees are responsible for their guests. TLC, Inc./UB Kinsey has a zero tolerance for the consumption of alcohol on the property and grounds. Any violations of this provision will require immediate termination of all space rentals and leases held by the Lessee. In addition, all monies paid and held by the Lessor, including security deposits will be immediately forfeited by Lessee.
- 5) **Final payment must be paid THREE weeks prior to the event start date, unless otherwise agreed to in consultation with Center management. Payments must be in the form of cash, cashier’s check, money order, not-for-profit corporation checks (PERSONAL CHECKS will not be accepted.)**.
- 6) **Rental charges begin at the start time specified in the rental agreement.** (2 hours set-up & decorating time per rental, 1 hour clean up time at no charge).

FEES:

LOCATION	TIME	FEE	ADDITIONAL TIME	SEATING CAPACITY
Community Room (For Profit org)	PER EVENT	\$650		180
Community Room Family Event	”	\$525		180
Community Room (Not-for-profit)	”	\$450		180
Board Room	”	\$150		20
Additional clean-up fee	Per Hour	\$25		

INCLUDED IN FACILITY RENTAL:

Access to rental space, five (5) hours of set up for, and breakdown of Lessee’s event

One mandatory security guard provided by Lessor during Lessee’s event.

Wi-fi/Internet

Commercial cleaning before and after Lessee event.(Lessee is responsible for basic clean up -- clearing tables and chairs, broom sweeping the floor, and removing liquid floor spills at the conclusion of the Lessee’s event..

NOT INCLUDED IN FACILITY RENTAL:

Set up, additional security, food & beverages, sound system, projector, microphones.

ADDITIONAL FACILITY USE SUPPORT SERVICES	PER HOUR
Staff Support (per person)	\$25
Additional security (1 security guard included in base contract)	\$35

ALCOHOL IS NOT PERMITTED

TLC, INC., manager and Lessor of the U.B. Kinsey Education & Community Center. cannot be responsible for Lessee's guests and/or client's failure to abide by the rules, terms and conditions of this agreement. It is the Lessee's responsibility to ensure all Center guests and/or clients of Lessee are informed about Center rules and the penalties for violations. Lessee is required to leave the facility in the same condition as when they arrived. It is the responsibility of the Lessee to insure the "NO ALCOHOL" rule is communicated and adhered to. Alcohol cannot be present or consumed on the premises. All Lessees assume full responsibility for the actions of their guests and assume full liability for same.

DISCLAIMER AND CONDITIONS OF USE

A. RESERVATIONS

- 1) Renters seeking use of a Facility should make reservations well in advance of the intended date of use because demand for facilities is high and dates fill quickly.
- 2) A Facility is not considered rented until (1) Renter delivers to the Landlord the Facility Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by the Landlord; and (2) the Landlord, in its sole discretion, approves such rental in writing. 3.A person who is at least eighteen (18) years of age must sign this agreement.
- 3) Renter shall provide the Landlord Manager or his/her designee with a single contact who is to serve as the representative for Renter's activities.
- 4) Renter shall be responsible for securing all required insurance, permits and licenses.
- 5) The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
- 6) Renter shall not use the Landlord's name to suggest endorsement or sponsorship of the event without prior written approval of the Landlord's Manager or his/her designee. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
- 7) Renter shall permit any Landlord's officers, employees, or agents to visit the event described in this agreement.
- 8) Renter shall be responsible for picking up the keys to the Facility, if any, from the Landlord prior to the event. Renter shall return keys immediately following the event to the Landlord.
- 9) Under no circumstances shall Renter sublease or allow any other organization or individual to use the Facility for the period for which Renter has contracted.
- 10) Renter is an independent contractor and not the agent or employee of the Landlord.

FEES

- 1) See fee chart on page #1 for pricing. A deposit of \$300.00 is due at the time of signing of the Facility Use Agreement application.
- 2) Any person or agency holding a reservation for the use of the Facility and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the Facility (see fee chart on page #1).
- 3) The Landlord will charge an additional hourly rental rate for any event continuing past the ending time stated in this agreement (see fee chart on page #1).
- 4) Renter is responsible for any lost keys, and any costs that the Landlord might incur to replace and/or re-key the Facility.
- 5) In the event the Facility is left damaged, Renter shall be charged for any and all janitorial and/or repair fees incurred by the Landlord as a result of same and these fees shall be billed to renter.

INDEMNIFICATION AND INSURANCE

- 1) Renter shall indemnify, defend, and hold harmless the Landlord, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the Landlord, its officers, employees, or agents.
- 2) **Renter shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Landlord's facilities and adjoining property in the amount of \$1,000,000 (one million dollars) per occurrence.** Such insurance shall name the Landlord, its officers, employees, and agents as additional insureds prior to the rental date of the Facility. Renter shall file certificates of such insurance with the Landlord, which shall be endorsed to provide thirty (30) days advance notice to the Landlord of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the Landlord may deny access to the Facility.
- 3) Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Landlord's facilities and adjoining property to the Landlord Manager or his/her designee, in writing and as soon as practicable.
- 4) Renter waives any right of recovery against the Landlord, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to the [Town/City/Agency], its officers, employees, or agents.
- 5) Renter waives any right of recovery against the Landlord, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if the Landlord, its officers, employees, or agents seek recovery against renter.

SECURITY

- 1) The Landlord, at its sole discretion, may require a certain number of security officers for the event. Landlord shall be responsible for procuring and paying for security officers; provided, however, Renter shall be responsible for payment of such security services after 5:00 p.m. at an hourly rate of \$25.00 per security officer.
- 2) Renter is solely responsible for supervising all individuals at the Facility and adjoining property during the event. The Landlord is not responsible for providing this supervision. However, the Landlord may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

SET UP / CLEAN UP / DECORATIONS

- 1.) Renter, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Facility prior to or after the event time period. Renter shall be responsible for arranging access during the time requested for entry and exit of the Facility.

- 2) Renter shall not prepare or decorate the Facility prior to the event start time, unless Renter provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.
- 3) Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.
- 4) Renter shall be responsible for all cleanup of the Facility, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition.
- 5) Renter shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the Landlord's Manager or his/her designee.
- 6) Renter shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for any and all janitorial and/or repair fees incurred by the Landlord as a result.

EQUIPMENT / ACCESSORIES

- 1) Renter shall not remove, relocate, or take Landlord's property outside of the Facility for any reason without the prior written approval of the Landlord's Manager or his/her designee.
- 2) Renter shall not use Landlord's equipment, tools, or furnishings located in or about the Facility without the prior written approval of the Landlord's Manager or his/her designee.
- 3) Renter shall not drive motorized vehicles on field or green space.
- 4) The Landlord does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Renter, at its own cost, may bring these systems into the Facility for their use.
- 5) Renter shall secure the approval of the Landlord before using audio/visual systems, public address systems, and live or recorded amplified music. Renter shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the Landlord Manager or his/her designee.

MISCELLANEOUS

- 1) Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
- 2) Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.
- 3) Gambling of any kind is not permitted at the Facility
- 4) Smoking is not permitted at the Facility.
- 5) No animals are permitted at the Facility, with the exception of guide dogs.
- 6) If Renter violates any part of this agreement or reports false information to the Landlord, the Landlord may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all of the rental fee and/or the deposit.
- 7) The Landlord may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
- 8) If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

I am an authorized agent of the entity or responsible individual submitting this facility use agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature _____ Date _____

Print name _____

Organization _____

Address _____

Telephone: Home _____ .Work _____

LANDLORD USE ONLY

Rental fee _____ Deposit _____ Total paid _____

Approved _____ Date _____ By _____

*Disapproved _____ Date _____ By _____

*Reason for Disapproval:

POST-RENTAL/LEASE NOTES: