



P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

MUNICIPAL AUDITORIUM RENTAL CONTRACT

DATE(S) RESERVED: _____

TIME(S) OF THE EVENT: _____

GROUP NAME: _____

CLASSIFICATION (check one)

CONTACT PERSON: _____

_____ Governmental Subdivision

ADDRESS: _____

_____ Non-Profit (IRS Definition)

_____ All Other

PHONE NO. _____

_____ Event with food & drink

FAX NO. _____

_____ Event serving alcohol

EMAIL ADDRESS: _____

TYPE OF EVENT OR OCCASION: _____

FACILITIES & EQUIPMENT RENTAL FEES:

AUDITORIUM: Event Rental \$150.00/Day - No. of Days _____

Governmental Subdivision \$50.00/Day - No. of Days _____

Non-Profit \$50.00/Day - No. of Days _____

REHEARSALS, SET-UP, AND CLEAN-UP:

Event Rehearsals/Set-up \$75.00/Day - No. of Days _____

Governmental Subdivision \$25.00/Day - No. of Days _____

Non-Profit \$25.00/Day - No. of Days _____

CITY PROVIDED EXTRAS:

City Staff to set up \$50.00

Rental Fee \$ _____

Rehearsals/Set-up/Clean-up \$ _____

City Extras \$ _____

TOTAL RENT \$ _____

Date Paid _____ Rcpt. No. _____

DAMAGE AND/OR CLEANUP DEPOSIT: In addition to the rent, a damage and/or cleanup deposit is required of any group, regardless of the size or scope of the activity. The deposit shall be in the form of CASH or a CASHIER'S CHECK, payable to the City of McCook. The deposit will be returned to the Renter if the group provides persons to "clean up" to the satisfaction of the City Manager or the City Clerk after the event. If the Renter does not clean up after the event, an amount sufficient to compensate the City's janitorial staff for the cleaning up of the Auditorium shall be deducted from the clean up deposit before it is returned. The "clean up/damage deposit" shall remain in full force and effect and be held by the City Clerk for a period of seventy-two (72) hours after the scheduled event. If property damage occurs, the City may use the deposit to pay the costs of repairs. Renter's liability shall not be limited to the amount of deposit on file.

TYPE OF DEPOSIT DUE:

- \$100.00 Damage Deposit (Events with no food, drink, or alcohol)
- \$400.00 Cleanup/Damage Deposit (Events with food and drink)
- \$800.00 Cleanup/Damage Deposit (Events serving alcohol)
- \$800.00 Dances

Paid by Cash Cashier's Check Date _____

1. Alcoholic Beverages: Alcoholic beverages are allowed only upon approval of a Special Designated Liquor License by the City Council. The Special Designated Liquor License holder shall have insurance coverage on the event or a Liquor Liability on their policy and add the City as an additional insured. Certificate of Insurance shall be provided to the City prior to the event. The event holder shall insure that all liquor laws of the State of Nebraska are enforced. Drinks may only be served by the party holding the Special Designated Liquor License.

Officers of the McCook Police Department shall have the right to enter the facility periodically to assure that State and local law regulations are being observed.

Special Designated License holder: _____

- Certificate of Insurance attached

2. Security: For all **events serving alcohol**, the lessee shall be required to provide at least two (2) security guards to be on duty the entire time that the event is going on. For all **dances**, the lessee shall be required to provide at least three (3) security guards to be on duty the entire time that the dance is going on. The names and ages of the security guards must be provided to the Chief of Police at least five (5) days prior to the event and are subject to the approval of the Chief of Police.

3. Keys: All rental fees and deposits must be paid. Keys will not be given out until the first day of the rental event and shall be returned immediately following the event. Keys will be checked out by _____.

4. Arrangements: Setting up of tables and chairs and all service arrangements shall be completed by Renter unless other contract services are arranged. Tables and chairs are to be returned to the storage areas. **Food and Drink services ARE NOT ALLOWED in the hallway outside of the auditorium, all service arrangements will be inside the gymnasium area only.**

5. Hours of Operation: Night time use of the facility shall not extend past 1:00 A.M. and all cleanup work must be completed and all equipment/material removed and the building vacated by 2:00 A.M.

6. Decorating and set-up for event: No tacks, nails, staples, wire, or other penetrating devices shall be attached to the walls, floors, windows, light fixtures, ceilings, pillars, doors, stage, or other parts of the building. No fastening devices other than tape shall be used on the tables and chairs. **NO TAPE, OTHER THAN PAINTERS TAPE, IS TO BE USED ON THE AUDITORIUM FLOOR.** Smoke or fog machines are prohibited. The City will cooperate with the Renter to the fullest extent

possible in making these arrangements, but where the safety of the public is concerned, or the preservation of the building and facilities are involved, the City will have final approval. Any decorations not removed by the Renter following the event shall constitute cleaning and a fee may be charged. The Renter must provide ALL equipment needed to decorate from the ceiling.

7. No tobacco products allowed: With respect to the health, safety and general welfare of the public, no tobacco products will be allowed in the facility.
8. Lighting: All lighting controls will be reviewed at the time of rental. All lights must be turned off by the Renter before leaving the building. The exit signs shall not be covered at any time.
9. Cleaning: The Renter shall be responsible for the removal of all material brought in for an event. All waste material shall be properly bagged and placed in the dumpster located outside the facility. All spills must be wiped up. Water or other liquid shall not be left standing on the floors. Cleaning and taking down of all tables and chairs and returned to storage area. All cleanup work must be finished and all of the Renter's material and equipment removed prior to vacating the facility, unless other contract arrangements have been made.
10. Storage of personal items: The storage or keeping of personal items, material or equipment in the facility shall not be permitted unless authorized by the City.
11. Building Safety: All hallways, doors and stairways shall be kept clear for safety purposes and the front door shall remain unlocked during the function. The Renter shall check all doors prior to vacating the building to make sure they are properly closed and locked.
12. Fire Safety. The State Fire Marshall determines the Maximum Occupancy for Memorial Auditorium by using NFPA 101 Life Safety Code Book. The following determinations are from correspondence from the office of the State Fire Marshall:

First when figuring the maximum occupancy load I measured the main auditorium floor which measured 92 feet by 53 feet giving us a total of 4876 square feet of floor space. With that figure we can come up with the following amounts:

- A.) With chairs only you must allow for 7 sq. ft per person 9-1.7.1 (a)
This will allow for a total of **697** on the floor
- B.) With chairs and tables you must allow 15 sq ft per person 9-1.7.1 (b)
This will allow for a total of **325** on the floor
- C.) With standing room only you must allow for 5 sq ft per person 9-1.7.1
This will allow for a total of **975** on the floor

In the Balconies the bleachers or bench-type seating shall be figured at one person per 18 linear inches.
9-1.7.1 (c)

North Balcony's Total	231 (after seats replaced benches)
East Balcony's Total	72 seats + 80 bleachers (after seat replacement)
South Balcony's Total	231 (after seats replaced benches)
Balcony's Total Cap.	614 (after seats replaced benches)

With the number of exit doors in the building, it is determined that maximum number of people the building can handle with exiting procedures is 1400. This would mean that there is only 1400 people allowed in the auditorium at one time no matter how the seating is set up. **All exit doors must remain unblocked at all times.**

All uses fees, regulations, and rules are subject to change at any time and Renter agrees to abide to any such changes.

If a problem occurs involving the use of the building or equipment, contact the Police Department. In case of any emergency, call 911-Emergency Center.



CONSENT - RELEASE - HOLD HARMLESS

In consideration for use of the premises known as the McCook City Auditorium, by entering into this Contract, the Renter shall hereby release and forever discharge the City of McCook, Nebraska, from any and all actions, causes of actions, claims, demands, judgments, and expenses incurred in connection with a death or injury to persons or for loss of or damage to property arising out of, or in connection with, the use or the occupancy of the premises that may be attributable specifically to the Renter, Renter's guests, or use of the premises. It being further understood that the City of McCook is not responsible for the activity for which the Renter is using the McCook City Auditorium.

Authorized Signature

Date

To be filled out after the event has been completed and Auditorium has been inspected.

Security Deposit Refund

Total Deposit Amount Received from Renter: \$ _____

Reason(s) for Security Deposit Deduction

- 1. _____ \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____
- 4. _____ \$ _____
- 5. _____ \$ _____

Total Amount of Security Deposit Deductions: \$ _____

Total Amount of Security Deposit Returned: \$ _____

By signing below you are acknowledging receipt of the remaining balance of your deposit.

Renter's Signature: _____

Returned by: _____



Restroom

Utility Rm

Dressing Room

STAGE

42 SEATS

63 SEATS

63 SEATS

63 SEATS

77 SEATS

697 Lower Level Seating
Using Folding Chairs

614 Upper Level Seating

77 SEATS

77 SEATS

40 SEATS
Bleacher Seats

36 SEATS

36 SEATS

40 SEATS
Bleacher Seats