



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: _____
CONTACT PERSON: _____
ADDRESS: _____
PHONE NO: _____
FAX NO: _____
EMAIL ADDRESS: _____

CLASSIFICATION (check one)

- _____ Government Subdivision
- _____ Non-Profit (IRS Definition)
- _____ All Other
- _____ Event with food & drink
- _____ Event serving alcohol

TYPE OF EVENT OR OCCASION: _____

FACILITIES & EQUIPMENT RENTAL FEES:

AUDITORIUM:

<input type="checkbox"/>	Event Rental	\$150.00/Day	-	No. of Days _____
<input type="checkbox"/>	Governmental Subdivision	\$50.00/Day	-	No. of Days _____
<input type="checkbox"/>	Non-Profit	\$50.00/Day	-	No. of Days _____

REHEARSALS, SET-UP, AND CLEAN-UP:

<input type="checkbox"/>	Event Rehearsals/Set-up	\$75.00/Day	-	No. of Days _____
<input type="checkbox"/>	Governmental Subdivision	\$25.00/Day	-	No. of Days _____
<input type="checkbox"/>	Non-Profit	\$25.00/Day	-	No. of Days _____

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 _____

I. 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 by 9am the day immediately following the event. If keys are not returned by this time, another days rent will be deducted from the deposit. Keys will be checked out by _____
4. Arrangements: Setting up of tables and chairs and all service arrangements shall be completed by the renter. Tables and chairs are to be returned to the storage areas.
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, stage curtains or other parts of the building. **The only ceiling decorations permitted must be attached to the ring that is permanently affixed to the ceiling.** No decorations of any sort can be hung in the lobby area of the auditorium. 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 gym floor, or the stage 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.
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 and new trash bags put into containers. All spills must be wiped up and the floor swept. 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 at (308)345-3450. 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

CITY OF MCCOOK AUDITORIUM-WINCH LIABILITY WAIVER

I expressly agree to indemnify and hold harmless the City of McCook, hereinafter, "City" and the City's employees against loss from any claims, demands or actions that may subsequently be brought by myself or by any other persons due to damages to any personal property, person or persons in any way, as a result of renting the auditorium. I further agree to reimburse and to make good to the City for any loss or costs the City may have to pay as a result of any such action, claim or demand. I agree and understand that I will procure liability insurance for my event, with the City listed as an additional insured, prior to the event. I will furnish a certificate of liability insurance to the City that shall cover the entire period I have rented the auditorium. I hereby warrant that I have read this liability release in its entirety and fully understand its contents.

In addition, I have read and agree to follow the instructions for operating the winch, if applicable. I am aware that this liability release absolves the City from liability and contains an acknowledgment of my voluntary and knowing assumption of the risk of any injury or illness that may occur as a result of renting the auditorium. I have signed this document voluntarily and of my own free will.

- MAXIMUM WEIGHT ON THE WINCH IS 1,000 POUNDS**
- I CERTIFY THAT I AM OVER 19 YEARS OF AGE**
- OPERATOR MUST BE IN LINE OF SIGHT TO OPERATE THE WINCH**
- OPERATOR OF WINCH MUST BE AT LEAST 18 YEARS OF AGE**
- ABSOLUTELY NO PERSON, PERSONS, OR ANY OTHER LIVING ENTITY CAN BE SUSPENDED FROM THE WINCH**
- ABSOLUTELY NO ONE IS TO ACCESS THE CAT WALK OR ATTIC AT ANY TIME**
- COUNTER WEIGHTS MUST REMAIN VISIBLE UNDER CEILING HEIGHT**
- THE ATTACHED ORIGINAL CLASP & RING IS THE ONLY AUTHORIZED ACCESSORY TO BE USED**

Applicant Signature

Date

Operator 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: _____