BOYS & GIRLS CLUB OF TRUCKEE MEADOWS Reno-Sparks Fernley Ely Winnemucca	Boys & Girls Club of Truckee Meadows RENTAL AGREEMENT (Revised 3/27/2023) Event Date:				
Circle Event Location		(yes/no/paid \$100) Ins			
2680 E. 9 th (DWR)	(cash/credit card/che	eck) Paid]	Deposit		
1300 Foster (PENN)	Total Event Cost				
1090 Bresson (Carano)		Balance			
This rental agreement, hereinaft	er referred to as "Agree	ement" is entered into by	Boys & Girls	Club of Truckee	
Meadows, hereinafter referred t	o as "BGCTM" and	, he	ereinafter referr	ed to as "Renter."	
Purpose of rental:		, hereinafter	referred to as '	'Function."	
Day(s) and Date(s) of Function:					
	RENTER & FUNCT	TION INFORMATION			
Name:					
Address:					
Street		City	State	•	
Phone: Home/Work:	Cell:	Email:			
Name / Phone number of Emerg	gency Contact Person:				
Please Indicate Category: Private Event Non-Profit	□Sports □Partner-Agency	□Public Event □Internal Event	□Governm □Other	ent Entity	
	PROVISION	NS & TERMS:			
Please indicate rooms rented & GYM Kitchen Multipurpose Room	hours rented (see attach Dance Room Classrooms Conference Re		cility Descripti	on):	
	Event Time: from	to	_		
Setup: from	to	<i>Clean up</i> : from	to		
Alcohol Served? □Yes □No Alcohol Sold? □Yes □No (i	-	-	- ,		
	Expected Attendance				

Expected Attendance:

Legal Authority

This Agreement is entered into by the BGCTM and the Renter and is subject to the Fee Schedule and Rules and Regulations contained within this document. Notices and correspondence to the Boys & Girls Club of Truckee Meadows 2680 E Ninth Street, Reno, NV 89512.

1) Purpose

The purpose of this Agreement is to delineate the responsibilities of the BGCTM and the Renter as it pertains to the Function being held at the Boys & Girls Club of Truckee Meadows.

2) Distribution of Responsibility

a. BGCTM agrees to:

- i. Schedule the rental.
- ii. Ensure proper maintenance is done and that the building is in condition to be rented.
- b. Renter agrees to:
 - i. Pay full rental fee at time of Agreement, unless otherwise agreed.
 - ii. *Pay Security Deposit at time of Agreement*. Security deposit must be made via a credit card. BGCTM will seek authorization for the amount due, but no charge will appear unless necessary to recover costs not included in the agreed upon rental fee:
 - 1. Building cleanliness, no property damage, and/or theft.
 - a. Cleaning duties include: sweep and mop gym and/or all other areas used; remove all personal items/decorations. All trash must be removed from the interior and exterior of building. Cleaning supplies are provided in janitor closet. Trash bags are provided and must be emptied and taken to dumpster located in rear parking area.
 - 2. Failure to properly clean and return any BGCTM equipment to its rightful place may cause part or all of the Security Deposit to be forfeited.
 - iii. Follow the Rules and Regulations attached as a part of the Agreement.
 - iv. Provide adult supervision for all Functions held for groups under the age of twenty-one (21).
 - v. Specifically enforce the rules as outlined in the Agreement pertaining to serving alcohol.
 - vi. Cancellation of reservation may be made with a \$100 penalty fee.
- 3) Effective Date and Termination of Agreement
 - a. Agreement is effective upon signature, initial, and date by all parties and remains in effect until the inspection of the facility is completed and approved.
 - b. Termination.

BGCTM reserves the right to reject any application for rental of the Boys & Girls Club of Truckee Meadows. BGCTM has the right to immediately terminate any Agreement entered into upon notification that the terms of the Agreement and/or rules and regulations of the Boys & Girls Club of Truckee Meadows have been or will be violated by the Renter.

Renter hereby agrees to defend, indemnify, and hold BGCTM, its Board of Directors, officers, employees, affiliates and agents harmless for any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of property. By signing below, Renter acknowledges and agrees to all terms and provisions of this Agreement.

Renter/Responsible Party (PRINT NAME)

Signature of Renter/Responsible Party

Date

RATE SCHEDULE & FACILITY DESCRIPTION

\$50.00/hr. (each)

Special Event, \$150/hr.; Sport Event, \$100/hr.

Facility Rental Rate Schedule

- DWR Large Gym Special Event, \$250/hour; Sport Event, \$100.00 /hr. • Special Event, \$100/hr.; Sport Event \$50/hr.
- DWR Small Gym •
- Pennington Gym
- Carano Youth Center Gym •
- Cafeteria/Multi-purpose Room •
- Event set-up (if required/requested) \$30.00 /hr.
- Kitchen (see "Kitchen" limitations below) \$100.00/hr. •

BGCTM tables and chairs are provided free of charge to Renters, IF Renter agrees to set-up and return all tables, chairs, and other BGCTM property to its original space and condition.

\$50.00/hr.

Room (Board, classroom, etc.) only \$30.00/hr./room

Fees

•	Security Deposit for all private functions	\$500.00	Due at time of Agreement (credit card).
٠	Additional Security Deposit for events	\$250.00	Due at time of Agreement.
	Wherein alcohol will be served		

Onsite Facility Supervisor(s) \$15.00/hr. • *An additional onsite supervisor may be necessary in some cases, depending on the event.

Private, one-time rentals for events such as birthday parties, weddings, etc. are available at our Carano Youth Center, located at 1090 Bresson Avenue. Saturdays may start no sooner than 1:00 pm and must end by 11:00 pm. Facility must be cleaned and vacated by 12:00 am (including ALL personal items). Event music must end by 11:00 pm.

Gym rentals at E. Ninth Street and Foster Drive location must be expressly approved by the Director of Operations.

BGCTM shall not be responsible for any personal items left. Tables, chairs, or any other equipment rented from outside sources may not be left onsite overnight.

Kitchen

In accordance with Washoe County Health Department regulations, kitchens may NOT be used at any of our facilities without a BGCTM kitchen employee onsite. This includes refrigerator, freezer, warming stations, or any other section of the kitchen. Failure to adhere to this policy will cause the Security Deposit to be forfeited in its entirety. NO EXCEPTIONS! Renters may bring their own food items, but must supply their own equipment needed for the preparation, cooking, and storage of any such food items.

Groups wishing to utilize a kitchen at one of our facilities must pay a \$25/hour fee for a BGCTM kitchen employee to be onsite for all time in the preparation, delivery, and cleanup involved with serving food. Our BGCTM chefs also have a menu available at Renter's request of available food items from our kitchen, should Renter wish to have our staff prepare a meal.

Insurance

Renters must purchase through BGCTM Commercial General and Umbrella Liability Insurance (CGL) at a cost of \$100 per day for non-sporting events, \$250 per day for sporting events, or provide a copy of their own CGL naming BGCTM as insured, with coverage up to \$1 million for each occurrence. Policy must be purchased at time or rental agreement, or provided by Renter to BGCTM at time of rental agreement.

- CGL insurance shall be written on ISO occurrence form CG 00 01 01 96 (or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. Boys & Girls Club shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Boys & Girls Club.
- There shall be no endorsement or modification of the CGL to make it excess over other available insurance: alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- Waiver of Subrogation. Renter waives all rights against Boys & Girls Club and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the CGL or commercial umbrella liability insurance maintained pursuant to paragraph 1.1 of this agreement.

Boys & Girls Club of Truckee Meadows RULES AND REGULATIONS

Conduct: Persons using the Boys & Girls Club of Truckee Meadows shall conduct themselves in such manner as to avoid annoying others or damaging the building, its fixtures, or its equipment. *All BGCTM facilities are NO SMOKING facilities, including the grounds and parking lots of that facility.*

Damage: The facilities are for the benefit of everyone. Any damages to the building or equipment shall be repaired or replaced at the expense of the Renter reserving Boys & Girls Club of Truckee Meadows facility during the time period which the damage occurred. No equipment is to be removed from the building, including tables and chairs.

Alcoholic Beverages: If Renter wishes to serve alcohol, an additional \$250 (\$750 total) is required as part of the Security Deposit. Only authorization for the charge will be sought by BGCTM. If the Renter abides by the terms of the Agreement, including leaving the facility in the same way it was provided, replacing all loaned equipment (tables, chairs, etc.) back in its rightful place, leaving the facility clean, and not exceeding the hours included in the Agreement, the Security Deposit will be waived in full or in part, based on the above parameters, with 15 working days of the event.

Renter is also responsible for contracting with our preferred Security vendor for an onsite security to guard to be present during the entire period of the event.

If alcoholic beverages will be served at a private party function, Renter's insurance policy must include liquor liability insurance by a coverage form equivalent to and at least as broad as an unmodified ISO CG 00 33 04 13 "Liquor Liability Coverage Form." Valid Liquor Liability Insurance (also known as "Dram Shop Insurance") is required at time of reservation. If alcoholic beverages will be sold by Renter, a valid liquor license is required and must be displayed on the premises during the function. The following rules must be strictly enforced:

- All alcohol consumption must occur within the building.
- Absolutely no consumption by any person under the age of 21 may occur under any circumstances while on the premises of the Boys & Girls Club of Truckee Meadows. Premises include building interior, exterior, parking lots, grounds, and entrances.

Renters who consume alcohol on the premises without the expressed and in writing permission of the BGCTM will be barred from using a BGCTM property again, and may face a civil lawsuit.

Housekeeping: All rented spaces must be cleaned by each Renter in preparation for the next Renter or Function. The floors are to be swept and/or mopped, if necessary.

Kitchen Use: <u>Kitchen may only be used under the supervision of BGCTM certified kitchen staff</u>. See Rate Schedule for <u>more information</u>.

Reservations: Reservations will be accepted up to one (1) year in advance of an event. Rental fees must be paid and signed agreement received at the time the reservation is made in order to guarantee the date(s). Should the fee and signed agreement not be provided within seven (7) days of the original request, the date(s) requested will be placed as open on the schedule.

Other Procedures: Local civic organizations may use the small meeting room for non-fundraising events at no charge. However, all the same rules and regulations apply for care and maintenance of the facility as apply to paying Renters. These groups must have prior approval of the BGCTM Director of Operations by the normal reservation procedure as to avoid any scheduling conflicts with other Renters or programming.

Renter shall be responsible for the enforcement of these rules and regulations.

Failure to comply with these rules may be cause for any individual or group to become ineligible for future use of any BGCTM facility. In this case, future reservations could only be made with the approval of the BGCTM Board of Directors.

Receipt of Rules and Regulations Acknowledged:

Printed Name of Responsible Party

Signature of Responsible Party

Date



Financial Contract and Payment

Executed on:		
BGCTM VP of Business Operations Signa	ture:	
Date of Event:		
Name of Responsible Party:		
Signature of Responsible Party:		Date:
Total Cost Associated with Rental Agreeme	ent\$	
Security Deposit of <u>\$</u>	Received on	(credit card/check).
Name on Credit Card	Exp. Date	CVV
*Charged to your credit card. If there is a exceed the hours of the contract period, th		
Cost of Facility Rental <u></u>	Received on	<u>.</u>
Certificate of Liability Insurance	□Prov	ided by Renter to BGCTM
BGCTM Staff Cost You pay the assigned event for all hours worked at the rate of BGCTM Staff Cost (\$15/hour)\$	\$15 per hour.	-
BGCTM Kitchen Rental Fee You pay the conclusion of your event for all hours wo BGCTM Kitchen Staff Cost (\$25/hour) <u>\$</u>	orked at the rate of \$25 per hour.	
BGCTM Meal Costs\$		
Cost of BGCTM Equipment\$ *Set-up		
Cost for Required Security Person for I	Event <u>\$</u>	
	For Office Use Only	
Date and Amount of Returned Security Dep	osit	
Event Supervisor(s)		

NOTES:



Post Event Inspection

nter Date of Event			
Name of Responsible Party			
Facility Supervisor			
• Chairs, tables, and other BGCTM equipment pro- If "no," explain		□Yes	□No
• Space utilized for event appropriately cleaned? If "no," explain		□Yes	□No
• Trash removed? Yes No If "no," explain			
• Bathrooms cleaned? Yes No If "no," explain			
• Any damage? Yes No If "no," explain			
Renter Responsible Party Name			
Signature	D	ate	
Assigned Facility Supervisor			
Signature	D	ate	