BOYS & GIRLS CLUBS
OF THE ROGUE VALLEY

Facility Rental Information Sheet
Kerby Belt building

USE OF THE KERBY BELT BUILDING BY OUTSIDE GROUPS

When possible, the Boys & Girls Club can accommodate groups for meetings, programs and events that use one or more areas of the facility. The facility will generally ***not be*** available to groups and individuals that are not affiliated with the types of groups noted below. A limited amount of meeting equipment, such as tables, chairs and audio/visual items, is available with each use, as is program equipment such as balls and game tables. No Club equipment shall be loaned or rented for use outside the facility. The Club reserves the right to make exceptions to these guidelines.

Generally, consideration will be determined as stated below.

When these conditions can be met -

- The facility and/or specific space is not being used by, nor anticipated for, Club operations
- There is an advance period of at least 14 work days prior to the requested date for use by small groups (less than 20) and for small areas; and at least 30 days in advance for use by large groups (20 and more) for large areas and/or multiple areas
- Club staff supervision is available during the requested time(s)
- Group supervision is assured by the Lessee.
- The group can satisfactorily provide formal information about its existence, its governance and objectives, and previous use of other community facilities
- Adequate liability insurance is assured, including Certificate of General Liability Insurance in an amount of not less than $1,000,000 and naming the Boys & Girls Club of the Rogue Valley as an additional insured entity
- Proper care and maintenance requirements are assured, as is agreement to pay for any excessive mess cleanup or damage caused by the group's use
- Previous use of the facility, if any, has been acceptable
- Ability to submit required fees at least 5 work days in advance of use

For these types of groups –

- Groups that are directly affiliated with the Club, such as another Boys & Girls Club, or a proven partner agency
- 501 (c)(3) organizations with youth-serving missions and proven local reputations that are consistent with Clubs' youth development philosophies
- Approved school groups and /or classes from within local school districts and with adequate supervision by school personnel
- Service groups that significantly impact local youth development initiatives and have supported Club efforts
- Church-based youth groups with proven local reputations that are consistent with Boys & Girls Clubs' youth development philosophies;
- Coalitions of local groups with a recognized source of leadership
- Local businesses with proven reputations and nature that is consistent with Boys & Girls Club philosophies

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Determined by –

- The Club's Operations Director with approval from the Club's Executive Director

For these typical uses –

- Single-date requests receive preferential consideration
- Periods of two-to-four hours receive preferential consideration
- Meetings of Board, staff, parent, adult groups, including training seminars, luncheons and dinners
- Youth activities and games
- Special events, including dances, performances and conferences
- Longer-term (multiple dates, year-round, annual commitment, etc.) will require the written approval of the Executive Director

With the following restrictions –

- Adherence to all requirements contained within this document
- Storage of equipment and supplies (before and after) will be limited to availability of space
- Storage of food and beverage will only be permitted with approved use of the kitchen
- Smoking ONLY IN DESIGNATED AREA.
  Alcohol Restrictions
- **Use of alcohol is not permitted on premises unless approved in writing by the Executive Director and Board of Directors via the approved completion of the "Request to Serve Alcoholic Beverages" form.**
- If approved Lessee's Alcohol service and consumption must comply with Oregon Liquor Control Commission laws and regulations.
- Person pouring and/or serving alcohol must have a valid OLCC permit. Proof of insurance, if required, must be provided to the Operations Director prior to approval.

Advertising and Marketing

- Advertising must be approved by the Club's Operations Director in writing prior to the event. Boys and Girls Club restricts the display of company logos, banners and signs associated with events at the Boys and Girls Club. Restrictions apply to the display of sponsor names within the Boys and Girls Club and related advertising.
- All marketing materials for your event require prior written approval of the Club's Operations Director.
- **The Kerby Belt Building may not be utilized to host events related to any political campaign, levy or measure.**
- The Kerby Belt Building may not be utilized for meetings promoting legal or financial services without written consent of the Executive Director.
- The lessee or another designated adult must be present at all time and will be responsible for the property and for the supervision and control of the event's participants/spectators.
- No inappropriate or indecent conduct, harassment and/or language.
- No weapons or illegal drugs of any kind.
- Lessees are responsible for all set up and clean up within the reserved time allotment.
- Proof of Insurance is required before an event will be confirmed.
- The Boys & Girls Club reserves the right in its sole discretion to deny **any event prior or during progress** that is deemed inappropriate, disrespectful to staff or damaging to the Boys & Girls Club's reputation.

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Staff: There must be staff present at all times. For groups of 50 or less, only one Club Staff will be present, but for groups of 51 or more, one additional staff person must be on duty for each additional 50 attendees. If you have any questions the day of the event, please direct them to that person. Additional Boys & Girls Club staff may be hired to help with your event set-up or take down at a charge of $15/hour.

Note: The rule for additional staff as noted in the above paragraph may be waived by the Executive Director.

Building: Rooms/space rented must be left in the condition they were when the Lessee arrived. All trash needs to be taken out to the dumpsters, for big events; tables and chairs need to be returned to their respective place, and floors need to be swept and mopped if necessary. A $100 security deposit will be collected prior to the event. It will be returned if the rooms are left in a satisfactory condition.

Food: If the group is renting the kitchen and serving food to outside individuals, the renting group must obtain and display a Food Service Permit from the County.

Walk through: Before the rental is approved there will be a "walk through" with the group's authorized representative, the Boys & Girls Club's staff member. The walk through will be an opportunity for the renting group to see the building, what it has to offer and so you can show us the vision you have for your activity.

Exclusive Rentals: If your event is an exclusive rental, meaning no other party may rent the facility during your event; an additional $100 will be charged.

Marketing Guidelines: If using our name for marketing purposes, you must present the item to us for written approval before printing. The Club's logo has strict standards that must be adhered to.

Items for your event: If it is necessary to have anything delivered to the Club for renting group's event, it must arrive during the times the renting group is scheduled to be at the approved event.

Scheduling priority shall be given to groups in the order of the date of receipt of the completed Facility Rental paperwork and payment. Authorized use of the Club facilities by any group does not constitute approval of the activity, group, organization or the purposes it represents.

_____
Signature of Lessee Authorized Representative

Printed Name of Authorized Lessee Representative

Date_____

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Facility Rental Questionnaire

Please answer the following questions with as much detail as possible so that we can have a positive rental experience for your group.

1. **Please list the people and their phone numbers of those we can contact with questions. (i.e., Committee Chair, person in charge of group, etc.)**

2. **Please list what your group will be bringing into the building. (i.e., tables, refrigerators, materials, etc.)**

3. **Please list items to be used in the facility. (i.e., outlets, vending machines, etc.)**

4. **Please estimate the amount of people that will be using the facility.**
   For set up: During event: For tear down/cleanup:

5. **Please explain what will be happening at the event; what times set up and tear down begin and end; the actual event; and what vendors will be here, if any. Please indicate below what, if any, alcohol will be served: ___beer ___wine ___liquor**

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Facility Rental Agreement

This Facility Rental Agreement ("Agreement") is entered into on (Date) _____, by and between Boys and Girls Club of the Rogue Valley ("Lessor") and _____,("Lessee").

The parties agree as follows:

GRANT

Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee a license to use_____("Facility") for the _____("Event") to be held on_____ at _____.

DATE/TIMES OF PERMITTED USE

Access to the Facility for the Event will commence at _____ on the date of the Event and will end at _____.

USE OF FACILITY

Lessee shall use the Facility for the Event as stated herein or as stated in the Facility Rental Questionnaire and for no other purpose. Lessee agrees not to use the Facility to host events related to any political campaign, levy or measure. Lessee agrees not to use or engage in morally inappropriate or indecent conduct, harassment and/or bad language while using the Facility.

Except with written permission from the Lessor, Lessee agrees not to use the Facility for meetings promoting legal or financial services without written consent of the Executive Director.

NO ILLEGAL ACTS

Lessee agrees to comply with all laws and regulations pertaining to it use of the Facility at the Event.

RENTAL FEE

Lessee shall pay to the Lessor as a rental fee for the use by Lessee of the Facility the sum of $_____, plus all other charges to be paid by Lessee under this Agreement ("the Rental Fee"). The balance of the Rental Fee shall be paid in full by Lessee on the day of the Event.

SECURITY DEPOSIT

Prior to the Event, Lessee agrees to pay Lessor a security deposit in the amount of $_____ to be applied towards potential damage or costs of cleaning due to the Lessee's use of the Facility at the Event. This deposit is refundable provided that the Lessee returns the rented Facility in the same condition.

SUPERVISION

During the Event at the Facility, the Lessee must provide adult(s) to Supervise the Event. In addition Lessor's staff must be present at all times. For groups of 50 or less, only one Lessor Staff will be present, but

for groups of 51 or more, one additional staff person must be on duty for each additional 50 attendees. Lessor staff may be hired to help with the Event set-up or take down at a charge of $15/hour to Lessee.

ALCOHOL

Unless its receives written permission from Lessor, Lessee agrees not to use or allow use or consumption of alcohol at the Facility. If Lessor is given permission to use alcohol, Lessee agrees to comply with all laws and regulations related to alcohol including but not limited to all Oregon Liquor Commission laws.

DRUGS AND WEAPONS.

Lessee agrees not to allow any illegal drugs or weapons at the Facility during the event.

HAZARDOUS MATERIALS.

Under no circumstances shall Lessee allow items at the Event which are offensive by reason of their odor or appearance, which are dangerous by reason of their explosive or combustible character or which cause loud noise sufficient to be distracting or disturbing to event goers, nearby booths, exhibitors or nearby neighbors. If any such article or exhibit is allowed admission through misrepresentation or otherwise, such articles and persons responsible may be removed by order of the Lessor.

Under no circumstances shall Lessee allow fires, open flames or cooking outside of the kitchen, at any time. This includes the use of candles, incense or other such devices.

NO SMOKING

Lessee agrees not to smoke or allow its participants at the Event to smoke in the Facility, the Facility Grounds or in the Lessor's Parking Lot.

INDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorney fees), damage, expense and liability (including statutory liability and liability under worker's compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, invitees, participants, representatives, in or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise from any loss or damage to equipment or property of Lessee covered by any insurance then in force.

PROOF OF INSURANCE

At least three business days prior to the Event, Lessee at its expense agrees to provide written proof of general liability insurance to Lessor including a Certificate of General Liability Insurance in an amount of not less than $1,000,000 naming the Lessor as an additional insured entity.

"AS-IS" CONDITION

Lessee agrees to accept the Facility in its "as-is" condition "with all faults."

ADVERTISING AND MARKETING

Any Lessee advertising for the Event must be approved by the Lessor in writing prior to the Event. The Lessor restricts the display of company logos, banners and signs associated with events at the Boys and Girls Club. Restrictions apply to the display of sponsor names within the Boys and Girls Club and related advertising. All marketing materials for the Event require prior written approval of the Lessor.

ASSIGNMENT AND SUBLICENSING

Lessee shall not assign any interest in this Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any other party other than Lessee.

TERMINATION

Lessor may terminate this Agreement based upon any one or more of the following events: A) Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due; B). Lessee fails to perform any of its conditions hereunder; or C) The Lessor determines in its sole discretion that the Event prior or during progress is deemed inappropriate, disrespectful to staff or damaging to the Lessor's reputation.

In any of the aforesaid events, and in addition to any and rights and remedies available to Lessor by law or in equity, Lessor may with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using any such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any such loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

INTERFERENCE

Lessee shall use the facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any addition upon Lessor in maintaining the Building.

RESTORATION

Lessee agrees to return the Facility to Lessor in the same condition it was in. If any damages occur to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

Lessee agrees to pay for any excessive mess cleanup by the Lessee's use. Lessee agrees to take all trash from its use of the Facility out to the dumpsters. Lessee agree to return any tables and chairs that were used. Lessee agrees sweep and mop any floors it used. Lessee shall be responsible for keeping the Facility or space assigned to them in a clean and sanitary condition at all times of the Event is open to the public. Trash must not be swept into

aisles or other common facilities. Common facilities include areas such as aisles, bathrooms, hallways.

GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Oregon.

SEVERABILITY

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

The terms and conditions contained within this document including any attachments including the Facility Rental Information Sheet, Facility Rental Questionnaire and Release of Liability and Assumption of Risk Agreement are hereby made part of the signed agreement. The Lessee agrees that she/he/it has read this agreement and understands that they shall apply, unless amended by mutual consent in writing of parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LESSOR

Boys and Girls Club of the Rogue Valley

By: _____

LESSEE

_____

By: _____

_____
Printed Name

Its: (Sign)_____, Authorized Representative.

BOYS & GIRLS CLUBS
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Facility Rental Orientation

Kerby Facility

USE SUMMARY:

Group:_____ **Date(s):** _____

Group Contact Person:_____ **Group Event Person:** _____

Phone:_____ **Phone:** _____

Area(s):_____ **Time in:**_____ **Time out:** _____

Equipment needed: _____

Orientation Check-List

Orientation date:_____ **Staff member:** _____

- **Tour area(s) of facility rental**
- **Building rules** *(smoking, alcohol, locked areas, food, etc.)*
- **Security procedures reviewed**
- **Fire Safety awareness**
- **Clean-up procedures**
- **Lighting**
- **Heating / Cooling**
- **Equipment usage**
- **Restroom usage**
- **Entry / Exit**
- **Parking**
- **Garbage**

- **Other:** _____

CLUB NOTES

Application Rec'd/Date: _____ ***Deposit Rec'd:*** _____

Insurance Certificate Rec'd: _____ ***Key Issued:*** ***Y*** ***N*** ***n/a***

Staff member assigned: _____ ***# hours:*** _____

Club set-up/supplies required *(date):* _____

Other notes: _____

Mailing Address:	City, Zip:
Phone:	Fax:
Date(s) Requested:	
Estimated Attendance:	**Group ages: ___ youths ___ teens ___ adults** **Other: _____**
Purpose of Use:	**Hours of Use:** (including set-up and take-down)
Additional Equipment Needed:	**Other details to note:**

Facility Location: 24353 Redwood Hwy, Kerby, OR 97531; Phone (541)-244-8490 Admin office (541) 479-5258
1 Day = 8:00 a.m. to 5:00 p.m.

Room	Nonprofit Rate	Regular Rate	Max Occupancy	Staff Needed	Total Hours
Birthday Party Package (Cafeteria & game room) *	$45/hour $340/day	$55/hour $420/day	90		
K-1/ Meeting Room	$20 140/day	$30 220/day	15		
Kitchen / Cafeteria	$45/hour $340/day	$55/hour $420/day	50		
Kitchen	$25 $180	$35/hour 260/day	10		
Cafeteria	$25 $180	35/hour 260/day	50		
Game Room / Class Room	$25/hour $180/day	$35/hour $260/day	40		
Equipment Rental			**Quantity**	**Equipment Subtotals**	
Coffee Urn (without product) Holds 60 cups	$5/Urn	$10/Urn			
Tables	$2/table	$3/table			
Chairs	$.50/chair	$1/chair			
LCD Projector	$10hr	$15hr			

Unless otherwise specified: lessees are responsible for set-up, decoration removal, and clean up after an event. **An additional $15 per hour for over 50 people** **50% of your rental fee will be charged for all cancellations.**	**Deposit Amount**	
	Additional Staff Fee	
	Estimated Total	

**Birthday party package includes up to 50 people*
** Room Rentals include the existing tables and chairs. Extra tables and chairs must be specified separately on the order sheet above.*
.

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, even if arising from the negligence of the Releases or others, and assume full responsibility for my participation: and,

I willingly agree to comply with the stated and customary terms and conditions for participation as stated in the Facility Rental Information Sheet and Facility Rental Vendor Agreement. If however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

I, for myself and on behalf of the Lessee, my heirs, assigns, personal representatives and next of kin, and behalf of my organization, entity, group, HEREBY RELEASE AND HOLD HARMLESS, the Boys & Girls Clubs of the Rogue Valley, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releases"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property. WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT

I agree to take full responsibility for my guests and any damages to Boys & Girls Clubs of the Rogue Valley property resulting from careless or inappropriate behavior.

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

Applicant signature: _____ Date: _____

Applicant print:_____