

**MERRICK COUNTY ACTIVITY CENTER (MCAC)  
FACILITY USE AGREEMENT**

Approved by the Board of Directors: 9/23/2019

DESCRIPTION OF EVENT: \_\_\_\_\_

DATE OF EVENT: \_\_\_\_\_ WILL ALCOHOL BE AT THE EVENT? \_\_\_\_\_

TIME EVENT STARTS: \_\_\_\_\_

TIME EVENTS ENDS: \_\_\_\_\_

HOST/CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

THIS AGREEMENT is made and entered into by and between **Merrick Foundation, Inc.** ("Owner") and \_\_\_\_\_, referred to as "Host," for the temporary use of **the MCAC Building located at 1304 16<sup>th</sup> St, Central City, NE**, referred to as "Premises".

1. Host shall pay Owner a **security/cleaning deposit of \$150.00** for the use of the Premises. Host shall pay Owner a **use fee of \$150.00** for the use of the Premises for a **full day** event, or a **use fee of \$75.00** for a half-day (4 hours, or less) event. A non-refundable deposit of \$50 is required to reserve the space. The room will not be considered booked until the form is completed at our office and \$50 is paid. The non-refundable deposit will be applied to the rental cost of the building. Fees are payable upon execution of this Agreement. The entire deposit is refundable in the event of cancellation by Owner. The Premises will be inspected by the Owner after each event, and before any amount of deposit is refunded to Host.
  
2. Use of the Premises shall be on the following terms and conditions.
  - 2.1. **USE:** The Premises may be used by private individuals, civic, business, charitable, non-profit and professional groups for meetings and conferences. Approval for use of the Premises is on a per-use basis.
  
  - 2.2. **DAMAGE:** Host shall be responsible for cleaning the Premises and properly disposing of trash, as applicable. All items brought in by the Host and any agent, employee, servant, or invitee of the Host, shall be removed from the Premises. All tables/furniture are to be moved back to their original

position. The Premises will be inspected by the Owner after each event. Any property damage or additional clean-up expenses will be billed and/or deducted from the security deposit, and the Host is personally liable for any excess damages.

- 2.3. **LIABILITY INSURANCE**: If alcohol is going to be at the event, the host agrees to general liability insurance for the scheduled event with limits of no less than \$1,000,000.00 per occurrence and \$50,000.00 medical payment per occurrence under the existing commercial general liability, homeowners', or farm owners' coverage of Host naming the Merrick Foundation Board of Directors and Merrick Foundation, Inc., as an "Additional Insured" under such policy of insurance. Proof of coverage must be provided prior to signing of this Facility Use Agreement. Coverage must be validated 10 days prior to event date. Your agent can email the liability binder to email [merrickfoundation@gmail.com](mailto:merrickfoundation@gmail.com).
- 2.4. **TV AND SOUND SYSTEM**: Owner will provide remote instructions for TV and sound system, and Host will be the only authorized user of the TV and sound system.
- 2.5. **DECORATIONS**: Decorations may not be displayed by the use of nails, or hung from the ceiling.
  - 2.5.1. Damages to the Premises and/or Owner's property caused by the Host, or by any agent, employee, servant, or invitee of the Host, will be deducted from the security deposit. The Host is personally liable for any excess damages. Host and any agent, employee, servant, or invitee of the Host assume the risk of injury to person and/or property, and agree to hold Owner, its board, employees, and staff, harmless from all claims for injury or damage to person and/or property.
- 2.6. **ALCOHOL**: The use of alcohol on the Premises is allowed, however, Host is responsible for compliance with any and all laws, rules, regulations, and ordinances relating to alcohol use on the Premises. Host and any agent, employee, servant, or invitee of the Host assume the risk associated with alcohol use on the Premises and agree to hold Owner, its board, employees, and staff, harmless from all claims related to the use of alcohol on the Premises.
  - 2.6.1. Host that obtains the necessary licenses and follows all regulations required by Nebraska Liquor Commission including, but not limited to, permission by the City Council to sell and consume alcohol on the premises must cease consumption at 12:30 a.m. No alcohol shall be consumed outside the building during the event, and the Host, or their service contractor, shall be responsible for monitoring all alcohol consumption. All open containers of alcohol must be disposed of by 1:00 a.m. Renter shall pay charges for special security if such is deemed necessary by the Merrick Foundation, Inc.
  - 2.6.2. If required by law, Hosts serving alcohol, regardless if cash is exchanged, will require a Special Designated Liquor License (SDL). Go to the Liquor Control Commission website to apply for a license.

- 2.7. **SMOKING**: Smoking is not allowed in the Premises, including vaping or the use of electronic “cigarettes.” The use and/or possession of any illegal substance is not allowed in the Premises. Host shall be responsible for compliance with applicable laws, rules, regulations, and ordinances relating to this Section.
- 2.8. **RULES**: Host’s use of the Premises is subject to all applicable security rules, regulations and procedures.
- 2.9. **NON-ASSIGNMENT**: Host shall not assign or transfer this Agreement, or sublet any portion thereof.
- 2.10. **RELEASE**: Owner shall not be liable to Host, or to any agent, employee, servant, or invitee of the Host, and Host shall indemnify, defend, and hold Owner harmless from and against any and all fines, suits, claims, demands, losses, liabilities, actions, and costs (including attorney fees) arising from: Any injury to person or damage to property caused by any act, omission, or neglect of Host, its agents, employees, servants or invitees; Host’s use of the Premises under this Agreement or the conduct of Host’s business; any activity, work, or thing done, permitted, or suffered by Host under this Agreement; or any breach or default in the performance of any obligation on Owner’s part to be performed under the terms of this Agreement.
- 2.10.1. Owner is not responsible for theft, damage or vandalism.
- 2.11. **HEADINGS**: The headings to the clauses of this Agreement are for the ease of reference only and shall not affect the interpretation or construction of the Agreement.
- 2.12. **CHOICE OF LAW**: This Agreement shall be governed and construed in accordance with the laws of Nebraska.
- 2.12.1. Any dispute arising between the Owner and the Host or any agent, employee, servant, or invitee of the Host, shall be determined by a court of competent jurisdiction in Nebraska, and any lawsuit or arbitration must be brought in the County of Merrick in the State of Nebraska. If any portion of this agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of this agreement would still have full force and effect.
- 2.13. **BINDING EFFECT**: This Agreement constitutes the entire agreement and understanding between the Owner and the Host, and supersedes all previous agreements, understandings and/or representations between the Owner and the Host.

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HOST SIGNATURE

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MERRICK FOUNDATION, INC. (OWNER)

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DATE

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DATE