



**Dave Goldberg Family Branch
Heritage Sports Center
Rental Agreement**

Rental Availability:

Regular Club operating hours are Monday through Friday from 3:00 p.m. to 9:00 p.m. during the school year (September through May) and 11:00 a.m. to 6:00 p.m. during the summer (June through August). A rental group may request a portion of Club space during these hours, such as the conference room or banquet room, but not the entire facility.

The entire Club facility is available for rent:

Monday-Friday: 8:00 a.m.-3:00 p.m. during the school year (September through May)

Monday-Friday: 8:00 a.m.-11:00 a.m. and from 6:00 p.m. to 10:00 p.m. during the summer

Saturday and Sunday: 8:00 a.m.-10:00 p.m.

Requests are not guaranteed and need to be pre-approved by Club staff in advance.

Requests for facility rental outside of these times and/or on holidays may be made and will be accepted or denied based on staff availability and organization guidelines.

The Boys & Girls Clubs of the Northland (“BGCN”) reserves the right to limit or deny access to the Club for reasons other than unavailability and/or lack of staffing. These reasons include but are not necessarily limited to:

- Safety Concerns
- Political Rallies
- Events that may taint the image associated with the Boys & Girls Club

* (The Boys & Girls Clubs of the Northland’s Board of Directors has ultimate approval over facility usage and fee changes)

Reservations/Payment:

Reservation requests should be presented to BGCN at least 2 weeks in advance. There is a \$20 non-refundable deposit due with rental application. Full payment must be received at least 5 days prior to event. Payments received later than 5 days in advance will not guarantee facility rental. Checks can be made to the Boys & Girls Clubs of the Northland. Rental fees include time associated with set-up and clean-up. Pricing is based on the number of individuals in the rental group. Rental groups larger than the original estimated amount and which lead to higher pricing category will be billed for the additional rental fees. Rental groups that are smaller than originally estimated and lead to a lower pricing category will not be refunded the rental fee difference, as pricing is based on staffing costs.

* All fees are non-refundable once the rental event has taken place.

Adult Chaperones:

During the rental event BGCN staff will be on site to assist with facility management. Additional staff will be on site to assist in Climbing Wall rentals. BGCN staff, however, is not responsible for supervising the individuals of the rental group. It is required that each rental group provide, at minimum, one adult chaperone (minimum age 25) for every 10 persons under the age of 18. The chaperone(s) must remain with the group at all times and assume responsibility of the group. Coed youth functions require both male and female adult chaperones.

Food/Beverages:

The snack room may be used to prepare and serve food and beverages. This includes use of the freezer, refrigerator, and microwave. This is not a commercial kitchen and there is no oven/stove on site. All food and beverages, with the exception of baby bottles, must be kept in the snack room area. Food/beverages are prohibited everywhere else in the Club with the exception of those renting the Board Room. Caterers are allowed but must also abide by this agreement.

Climbing Wall:

Use of the Climbing Wall is strictly prohibited without the approval and assistance of BGCN staff. The Climbing Wall is only to be used for those rental groups who have paid the Climbing Wall rental fee and are being supervised by BGCN staff. All members of the rental party must follow rules set forth by BGCN staff during climbing activities. BGCN staff has the right to terminate climbing activities for safety reasons, including but not necessarily limited to members of the rental group not following these rules. A signed Climbing Wall Release form must be on file for anyone who uses the Climbing Wall. Children under the age of 18 must have this form signed by their parent or guardian. No other signature will be allowed.

Alcoholic Beverages/Smoking:

Alcoholic beverages and/or smoking are strictly prohibited everywhere in the Club, Heritage Sports Center, or around the premises.

Decorations:

Decorations that do not damage walls or other Club property may be used by renters. Renters are responsible for decoration and clean-up. Decorations cannot be affixed to drywall or any other surface that may be damaged. No candles or other fire hazardous materials are allowed. Renters should check with BGCN staff prior to the event to ensure decorations are allowable.

Clean-Up:

Rental groups are responsible for cleaning the rental space at the end of the rental. The Club facility must be returned to its original condition at the end of the event. This includes but is not limited to removing decorations, wiping down counters, and sweeping debris off the floor.

Set-Up:

It is recommended that the rental group visit the facility prior to the rental date to ensure accommodations are acceptable. Club furnishings should be kept in their original location unless otherwise approved by BGCN staff.

Additional Rules and Regulations:

Exits, aisles, and hallways must remain free of any obstructions. All accidents/incidents must be reported to BGCN staff immediately. In the event emergency services are required, notify 911 or local law authorities.

Additional Fees:

Rental fees cover the costs associated with renting the Club space and staffing expenses. These fees do not include costs associated with excess clean-up needs or damage to the Club. Should the Club not be returned to its original state and/or there be damage to the property and/or furnishings, additional fees will be assessed and charged to the renter.

Additional Requests (may be submitted for review):

I/We _____ do hereby agree to fulfill the terms of this contract. We have fully read and understand the contents of this contract and that failure on our part of any of the outlined provisions will result in whatever action the BGCN deem appropriate. The person responsible for the rental will be billed for damaged Club property, excessive clean-up costs, and for underestimated attendance.

The BGCN will not be held responsible for any injuries that occur while using the facility or taking part in BGCN activities and programs.

I/We are aware of the numerous inherent risks in using BGCN facilities and/or equipment. On behalf of ourselves/myself and the members of my rental party, I freely, knowingly, and voluntarily assume complete responsibility for these risks and for the injuries or property damage that may occur as a result of these risks even if injuries occur in a manner that is not foreseeable at the time I sign this agreement.

WARNING, THIS AGREEMENT IS LEGALLY BINDING by signing it, you give up your right to recover compensation through the courts or otherwise, for any claims, demands, actions, suits, causes of action, claims for compensatory damages, punitive damages, statutory relief, warranty relief, rights and remedies relating to any personal injuries to you or damage to your property, or for your death, arising out of your use of the rock climbing walls or equipment, or arising out of your participation in classes or activities sponsored by BGCN. By signing this agreement you will be releasing the BGCN its employees, directors, officers, agents, representatives, successors, attorneys, insurers, assigns, and other heirs, executors, representatives, successors and assigns of each of them from these claims. This agreement is binding on you, your heirs, next of kin, assigns, and personal representatives. This agreement also requires you to indemnify and hold harmless and defend the persons released from any losses, liabilities, damages and costs, including reasonable attorney's fees.

I/We have read this agreement thoroughly and understand the terms outlined. No oral representations or statements or inducements have been made to me that change, alter, or modify anything within this written agreement. I/We agree to said terms.

Responsible Person(s) Signature

Date

Print Name

Boys & Girls Club Authorized Signature

Date

Print Name