

# FACILITY USE AGREEMENT

#### **GENERAL INFORMATION:**

Name of Person/ Group:	
Address:	City, State, Zip:
Contact Person:	Primary Phone:
Date of Event:	Alternative Date:
Purpose of Use:	
Start time (including set-up):	End time (including clean-up):

#### **GUIDELINES**:

Boys & Girls Clubs of South Central Kansas (BGCSCK) has designed, built, and maintained its facilities for the purpose of serving youth, particularly Club members. Therefore, the highest priority use of Club facilities is Club-sponsored activities serving youth. The second highest use will go to other youth serving organizations.

Request for Use of Facilities may be denied at any time due to space limitations, availability of staff, the specific activities to take place during the facility usage or any other reason deemed appropriate by Boys & Girls Clubs of South Central Kansas.

It is required that a Club staff member is present during all usage by outside groups. The purpose of this staff is to prepare the facility for the group, ensure the Club's rules and regulations are followed, secure the building, and handle any emergencies.

#### APPLICATION:

Qualified groups wishing to use Club facilities must supply the information requested on the Application Agreement. If the request is approved, the items below must be submitted at least one-month prior to the rental. If the usage will be on-going, fees for the first month are due one week prior to the first day of usage.

#### FEES:

Staff time is included in the below fees. These fees cover the use of space not program supplies. Some rooms are not available for rental. Usage fees are always calculated on an hourly basis. Thus, if you wish to use the space for three and a half hours, you will be charged for four full hours. Time required for clean up or set up will be billed at the same hourly rate.

### **INSURANCE:**

<u>Liability Insurance</u>. Unless otherwise agreed upon, user will obtain and carry an insurance policy in an amount no less than \$1,000,000 in General Liability coverage, or as otherwise agreed to by the Chief Professional Officer or Area Director, and to have the same properly endorsed to protect the BGCSCK, its agents, servants, and employees as additional insured against all liability, actions, claims, or causes of action whatsoever kind or nature arising from User's use of the Rental Facility. Such insurance will be written by a company or companies authorized to do business in Kansas. User will provide Owner with a certificate of insurance evidencing said endorsements within ten (10) business days of the event.

<u>User's Property</u>. User will carry sufficient and adequate insurance coverage to protect its interest in respect to any and all property or equipment owned by User and/or used by User in its operation or the transportation thereof, and to look solely to said insurance coverage for any damages occurring during the term of this Agreement.

Your use of our facilities is limited to the purposes stated above and is governed by the terms of this agreement and application. Any changes will require the written consent of BGCSCK.

### **INSURANCE/MEDICAL and INDEMNITY**

\_\_\_\_\_\_\_, known in this contract from here on in as "the Group", agrees to indemnify, defend and hold harmless Boys & Girls Club of South Central Kansas from and against any liability, damage(s), claim, cost or other resulting in any way from the Group's use of our facilities or breach of the agreement or any claims arising in any way there from. The Group assumes all risk of injury to persons or damage to property in the facility or adjacent areas arising from any cause whatsoever. The Group hereby waives, to the fullest extent permitted by law, all claims it may have against Boys & Girls Clubs of South Central Kansas as a result of any such damage or injury. Boys & Girls Clubs of South Central Kansas does NOT provide accident/illness insurance for participants. Each Group is responsible for providing their own insurance coverage. Initial: \_\_\_\_\_\_.

# REGISTRATION

- 1. Applicant agrees to provide a group director to serve as its main contact person for the Group. This person will work directly with site supervisor to insure a smooth operation for your group and provide a means of communication.
- To comply with State Law and Insurance Regulations, the Group's director must maintain his/her own list of attendees with emergency contact information. All medical emergencies must be provided for by the group. Initial: \_\_\_\_\_.
- 3. The Group's director shall be responsible for the supervision and behavior of the group. Children are to be supervised at all times by an adult. Youth groups using the facility **MUST** provide one (1) counselor for a maximum of fifteen (15) youth to insure better control of your program. Initial: \_\_\_\_\_.
- 4. Boys & Girls Clubs of South Central Kansas requires that the Group provide a person certified in First Aide and age-appropriate CPR and all medical supplies. The Group director must be prepared to pay for medical services rendered at the local hospital. Remember: medical releases are required for all minors. Initial: \_\_\_\_\_.
- 5. For youth groups, the Group director must provide to BGCSCK a list of names and emergency contacts for all participants in case an emergency should arise.
- 6. The Group director acknowledges that he/she may receive keys to the facility. He/she also agrees to NOT duplicate any of the keys and return it/them upon termination of agreement. Initial: \_\_\_\_\_.

## FACILITY CLEAN-UP

Groups MUST clean their areas prior to departure.

**General Use:** Furniture and equipment should not be moved without the permission of Clubhouse Management. <u>Make sure that fire exits are NEVER blocked</u>. Floors must be swept, dishes cleaned and put away; and all supplies should be neatly returned to the place they were found. Initial: \_\_\_\_\_.

**Kitchen:** The cleanliness of eating areas and food preparation areas is critical to the health and safety of our kids. Counters, cook tops, and microwaves must be scrubbed clean after use, floors swept, dishes put away, and garbage bags tied up and taken to the garbage collection area. Please do not leave behind any food without discussing this with the Club's site director. Please plan to bring all the supplies you need including condiments, all ingredients, paper towels and napkins, plastic utensils for eating, etc. Kitchen utensils may be available: Initial: \_\_\_\_.

**Gymnasium** must be swept before and after use and all equipment must be returned to the place it was found. Equipment should only be used for its intended purpose. Proper footwear is required at all times in the gymnasium. **Locker rooms** must be monitored by an adult whenever kids are present. Initial: \_\_\_\_\_.

**<u>COST</u>**: [see room rate sheet]

\$250 Deposit (one check must be issued for this)

Room Rate		# of Hours	Room(s) requested
\$ 2	Х		

\$ \_\_\_\_\_\_ Total Rental Charge (a second check is due one-week prior to rental)

# **Club Rules**

(Please remember that this facility is owned and operated by a youth service organization)

- 1. No smoking in any part of the building. Smoking is permitted no closer than 100 feet of the building.
- 2. No alcohol, illegal drugs or drug paraphernalia are permitted on the grounds.
- 3. No cursing or use of derogatory or abusive language.
- 4. No hanging out in front of the Club.
- 5. No pets allowed.
- 6. Do not move any furniture without the approval of the Club's site director.
- 7. All personal sports equipment is the responsibility of the Group and shall be stored as needed.
- 8. No activity shall be conducted at the facility, which would create a risk of injury, damage or fire.
- 9. Footwear is required at all times.
- 10. The Club has full discretion to request security for any rental event. The number of security personnel will be dependent upon the number of anticipated guests. If security is required, there must be a minimum of one (1) security personnel per 50 guests. The Club has full authority to determine which company is used for security.

Signature of Group director indicating that all members of the Group have been made aware of the rules and accepting responsibility for the Group's adherence to the rules.

# **Other Important Information:**

<u>Authorization</u>: The person executing this agreement on behalf of the Group represents and warrants that such person has all necessary authority to enter into this agreement. I have read this agreement completely and understand it to be the official agreement between Boys & Girls Clubs of South Central Kansas and:

Group Name:	
Authorized by: (please print name and title):	
Total Price based on above: \$	
Signature of Group director:	Date:
Signature of BGCSCK Representative (Chief Operations):	
FOR BOYS & GIRLS CLUBS OF	SOUTH CENTRAL KANSAS ONLY
Operations Department:	Date:
Finance Department:	Date:

# **RENTAL RATES**

# [MINIMUM 3 HOUR RENTAL]

Location	<b>Rooms Available for Use</b>	Fee/Hour
	Main lobby *Additional \$25 charge for tables & chairs*	\$100.00/hr
	Kitchen (food storage: walk-in refrigerator or freezers)	\$25.00
	Kitchen (food preparation: warmers, oven, serving line/window)	\$65.00/hr
Opportunity Drive Club	Kitchen (cooking: ovens, fryers, utensils, etc.) *One Club cook must be on site*	\$100.00/hr
2400 N. Opportunity Dr. Wichita, KS 67219	Art Room, Learning Center, Dance Room, Community Room	\$50.00/hr
	Teen Center	\$65.00/hr
	Gymnasium (Practice) *Additional \$15/hr after 8:00pm*	\$35.00/hr/1 court \$50.00/hr/ 2 courts
	Gymnasium (Special Events) (Includes: Multipurpose gym floor, stage, sounds system, bleachers, and basketball goals)	\$125.00/hr
	Football Field	\$100.00/hr \$125.00/hr w/ lights
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#### For Internal BGCSCK Use

# CHECK LIST

- \_\_\_\_\_ \$250 deposit (at least one month in advance, facility is not guaranteed until the deposit is received.)
- \_\_\_\_\_ Facility Use Agreement (one month in advance unless otherwise agreed upon)
- \_\_\_\_\_ Insurance \$1M policy, BGCSCK named as additional insured (10 Days in advance)
- \_\_\_\_\_ All required BGCSCK signatures have been attained
- \_\_\_\_\_ Inspect facility after rental, submit refund request to finance for the deposit amount as applicable.