



Gathering Spot Rental Policies and Contract Regulations

It is the responsibility of the applicant to read the following policies BEFORE completing the rental contract and BEFORE signing this contract. Failure to adhere to such policies may result in the loss of your Cleaning/Security deposit and may jeopardize future rental requests by the applicant. Any questions regarding any of the following policies can be answered by contacting Gathering Spot, at 308-530-3206.

- 1. Alcohol Served at Event.** The renter and its guests agree to abide by Lincoln County and State of Nebraska liquor laws. The renter and its guests further agree not to serve any alcoholic beverages directly or indirectly to underage persons or adults disqualified from additional consumption. Guests of Gathering Spot must keep alcohol within the building or patio, and cease service one (1) hour before the end of the event.
- 2. Alcohol Sold at Event.** The renter and its guests agree to abide by Lincoln County and State of Nebraska liquor laws. The renter and its guests further agree not to serve any alcoholic beverages directly or indirectly to underage persons or adults disqualified from additional consumption. Guests of the Gathering Spot must keep alcohol within the building or patio, and cease service one (1) hour before the end of the event. A valid State of Nebraska Liquor License is required if alcohol will be sold directly or indirectly at the event. For more information about Lincoln County Liquor Licenses, please contact Us at 308-530-3206.
- 3. Application.** Application for rental use must be made on the rental contract form provided by Gathering Spot LLC. and signed by an adult (at least 21 years of age) assuming responsibility for the group. This person must be present during the rental period. Applications must be submitted no later than 2 weeks prior to the requested date with the full **nonrefundable** *hold the date* deposit.
- 4. Capacity.** All room capacities must be adhered to. Any group surpassing slated room capacities will be asked to leave the premises and will forfeit the security/damage deposit.
- 5. Caterers.** All renters who choose to have catered food for their event must use an approved caterer. An approved food caterer is one that provides the Gathering Spot with a copy of their State Food Service Sanitation Certificate, Local Business License, and Certificate of Liability Insurance listing the Gathering Spot LLC. as additional insured. Failure to meet approval shall result in the caterer's inability to provide food at the Gathering Spot. Those wishing to provide their own food do so at their own risk and Gathering Spot LLC. will not be held liable.
- 6. Children.** All children in attendance must remain in the rented rooms with proper supervision. Children are not allowed to remain unsupervised in any area of the building. One adult for every 15 minors is required! Children under the age of 13 are not allowed in the kitchen at any time.

7. **Clean-Up.** Each group is responsible for clean-up of the room rented. Clean-up refers to removing all loose trash including food, beverages, and decorations from tables, kitchen and all rented areas and placing in refuse containers within the room. See clean up checklist for detailed instructions. If the renter does not clean up the rental area and pre arrangement of this are not made with Gathering Spot an additional \$250.00 cleaning charge will be assessed.

8. **Cooking.** Renters, who use the kitchen, should know that it includes a roaster, sink, refrigerator, cooler, food preparation table and counter space. Cooking, eating and serving utensils along with paper goods are not provided.

9. **Damages.** Gathering Spot realizes that accidents will happen. Please be honest and forthcoming when something does occur. Trying to hide or cover up an honest mistake may cause further costs to the renter and make for an unsafe environment for customers later. The job of our staff is to provide a safe and enjoyable event for all that attend. Renter agrees to return the premises surrounding and at Gathering Spot in the same condition as rented from the Gathering Spot. Gathering Spot shall inspect the premises to its satisfaction after renter's use. Any damage to the building and/or grounds neighboring (Zeller Motor Co.) which occur while renter is in use will be repaired or replaced at renter's expense. In the event of any damage to the Gathering Spot building and/or grounds which occur while the renter occupies the space, shall result in Gathering Spot retaining the security deposit and assessing the renter any excess damage charges not recovered by the security deposit. The renter shall pay the balance of the costs within 10 days of receipt of a statement for repairs or replacement by the Gathering Spot to the renter. It is the responsibility of the rental group to ensure that the caterer provides proper clean-up. Clean-up charges will be assessed if Gathering Spot needs to complete clean-up unfinished by the renter. The use of nails, tacks, pushpins, hooks, glue, staples, throwing of rice, throwing of birdseed or the like, smoke machines fireworks of any kind or incense, and bubble machines are all strictly prohibited. If any of the above found to be used the cleaning deposit along with a \$500 fine will be enforced. Candles may only be lit when people are occupying the rented room. In the event no damage was detected, the security deposit shall be mailed to the renter within 14 business days following the completion of the renter's use of the facility. Please refer to clean-up checklist to ensure return of the entire deposit.

10. **Outside grounds.** The outside grounds used for an outdoor wedding behind and beside the facility are for foot traffic only.

11. **Fire Alarm.** In the event a fire alarm is activated, the building must be evacuated immediately. No persons will be allowed back into the facility until it has been deemed safe to do so by the North Platte Fire Department. In addition, the applicant will be assessed \$25.00 for any fire alarm that is falsely activated by a member of the group/organization.

12. **Fire Safety.** All safety precautions necessary for fire protection and safety must be observed. Exits, corridors and stairways must be free of any obstructions at all times.

13. **Furniture.** Gathering Spot does provide tables and chairs. Set-up of table and chairs is the responsibility of the renter.

14. **Indemnification.** The renter and/or its agent hereby agrees to indemnify, hold harmless, and defend Gathering Spot LLC and/or it's public officials, employees, staff, volunteers, servants, and agents, from or against any liability, claim, demand, action, suit, loss, damage, injury, expense, cost, settlement, or judgment for injury, death, or property damage as a result of any action or omission of the renter and/or its guests, invitees, employees, agents, or contractors arising from this agreement or the use of the facilities/premises being rented and/or used, including all costs and reasonable attorney's fees, and including reimbursement of costs and fees incurred as a result of possible action by the Gathering Spot LLC to enforce the terms of this Indemnity Agreement.

15. **Insurance.** Gathering Spot LLC does not provide individual accident or health insurance. Businesses and for-profit organizations and their agents are required to furnish a certificate of insurance naming Gathering Spot LLC as an additional insured indicating that coverage for general liability for the event (comprehensive, premises/operations, broad form property damage, contractual and personal injury) has been obtained. Minimum liability limit amounts must be for \$1,000,000 per occurrence and \$2,000,000 aggregate/ Civic and non-profit organizations and their agents are not required to provide insurance coverage. Rental permits will not be approved until this certificate of insurance is provided.
16. **Music.** The arrangement of music or entertainment is the responsibility of the rental group. Bands and DJs must stop playing 30 minutes before the rental hours expire. Sound level must be suitable for the interior of the rented space. Gathering Spot reserves the right to request renters to adjust the sound level.
17. **Keys.** The individual responsible for the rental will be issued a key to the building. Keys will be given at the time of rental. Keys must be returned to designated area as soon as event is complete. Or within 24 hours after the rental in order to receive full security deposit. Keys may be returned by calling 308-530-3206.
18. **Payment.** For rental dates, a **non refundable hold the date** deposit is due upon booking the Gathering Spot. The final payment is due four weeks prior to the event. For weekly, or monthly bookings, rental payment arrangements may be agreed upon with Gathering Spot LLC.
19. **Personal Property.** Gathering Spot LLC. is not responsible for lost, stolen, or damaged personal items or rental equipment.
20. **Request for Rentals.** Requests for rentals will be granted in accordance with the rental and are subject to staff availability. Requests for rentals will not be considered officially reserved until the application is received with the non-refundable *hold the date* deposit.
21. **Responsibility.** One representative from the rental group/organization is solely responsible for making all rental arrangements with Gathering Spot LLC.
22. **Revocation.** This contract may be revoked due to misconduct, falsification of information, or failure to comply with the rental policies as described herein. In this event, all future rental requests made by the applicant will not be approved and/or accepted.
23. **Safety.** Gathering Spot LLC reserves the right to prohibit an organization from renting space for a function in the Gathering Spot in the event that activity may jeopardize public safety or if the activity planned for that occasion is not compatible with the space available within the facility.
24. **Set-up.** Rental hours include any time needed for renter set-up, decorating, and clean-up.
25. **Smoking/Vaping and Chewing Gum.** Gathering Spot facilities are smoke-free environments. Smoking is not permitted in the buildings at any time. Chewing gum should not be disposed of onto floors; a maintenance fee will be assessed for each occurrence.
26. **Termination of Contract/Refund Policy.** It is the understanding of both the Gathering Spot LLC and the renter that should either party desire to terminate the contract. If the renter cancels the deposit is non-refundable. If the renter cancels 120 days prior to the event any funds paid will be non-refundable. If the Gathering Spot cancels for some unforeseen catastrophic reason, a full refund will be remitted.
27. **Usage Hours.** Usage hours are subject to the approval of the rental contract. All changes in usage and usage hours must be arranged with the Gathering Spot in advance. Changes may influence the original permit approved.

I have read and fully understand my responsibility as a renter of the Gathering Spot LLC. I have completed the rental agreement and permit to the best of my ability and understand I will be responsible for any damage and/or problems associated with this rental. I understand the termination of contract and hold *the date* deposit is non-fundable and cancellation 120 days prior to my event all funds are non-refundable. I intend to comply with all policies stated on this agreement, informational and rental/hours sheet and rental permit. I agree Gathering Spot LLC. assumes no responsibility or liability for injuries/damages to myself/guest/minor child/ward or personal property. I further agree to waive and relinquish all claims I or my minor child/ward may have (or occur to me or my child/ward) as a result of using the facility at Gathering Spot. I do hereby release and forever discharge Gathering Spot from any and all claims for injuries, damages, or loss that my guest, minor child/ward or I may have or which may occur to me or my guest, minor child/ward and arising out of, connected with, or in any way associated with the use of the Gathering Spot. All rights to assert any such responsibility I hereby waive and I agree to hold harmless the Gathering Spot from any acts for which I am liable. **I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.**

Signature of Applicant: _____ **Date:** _____

This contract is not valid unless/until it is countersigned by an authorized Gathering Spot representative or an email received from Gathering Spot as valid countersigned.

Approved: _____ **Date:** _____
Name and Title