

## Eagle Seeker Community Center Facility Rental Agreement

Everyone who enters the Eagle Seekers Community Center and participates in any program or activity held within does so at their own risk of bodily injury and/or personal property loss or damage.

#### Facility Priority, Cancelation, and Scheduling

- Please be advised that NADC-sponsored events have priority. When scheduling conflicts exist, priority will be given to NADC events. If a conflict still exists, preference will be on a first come first serve basis.
- Permission to use the facility does not imply endorsement of the organization or approval of the program contents by NADC, its staff, or the Board of Directors.
- NADC Holdings reserves the right to revoke permission to use the Facility to any group or organization which violates or refuses to comply with the rules and regulations established for use of the facility.

#### **Facility Rules and Regulations**

- Alcoholic beverages and smoking are prohibited on the premises.
- Children under the age of 10 must have a responsible chaperone with them while in the Community Center.
- NADC Holdings is not responsible for refreshments. The Event Host may provide snacks and beverages at their discretion. No drinks or food of any kind are allowed in the gymnasium area or on the stage, unless approved in writing by the Community Center.
- Water bottles are allowed in the gymnasium if they are made of unbreakable plastic, no glass bottles are allowed.
- Only gym shoes are allowed on the gym floor. No street shoes.
- No play allowed in the lobby, hallways, bathrooms, bleachers, or stage.
- There is no changing of clothes allowed on the bleachers or in the gym area. You must use the bathrooms.
- No swearing, fighting, horseplay is allowed in the building. No hanging on the basketball rims is allowed and no throwing anything at other people.
- Personal music devices may only be used with earphones, at a volume that does not disturb others.
- All applicable fire and building codes must be followed.
- The use of open flames or candles in the facility is prohibited.
- No object, poster, writing, etc. will be placed on walls.



- No pets allowed on the premises. NADC Holdings acknowledges the rights of persons with disabilities to retain their service animal while in the Facility. The owner shall be liable for any damage caused by the Service Animal to the Facility.
- Neither the name nor address of the Facility may be used as an official address or headquarters of any organization.
- Room set-up selection is the responsibility of the applicant and must be selected on the Facility Application. Charges will be assessed if the room is left in an unsanitary condition.
- Only Community Personal are allowed to adjust the heating and air conditioning controls.
- Management reserves the right to ask anyone to leave for not following the rules.
- In case of an emergency call 911

PLEASE NOTE: Your signature below indicates that you received a copy of the attached meeting room agreement, have read them and accept and agree to be bound by them.

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Signature of Organization's Executive Officer/Applicant

Date



### Eagle Seeker Community Center Facility Rental Application

Review this Agreement thoroughly before signing it. Failure on your part to comply with all rules, regulations and policies set forth in the Agreement may result in immediate termination by ESCC of the Agreement before or during your event and forfeiture of all fees and deposits paid. This Agreement is between the renter identified below ("Renter") and Eagle Seeker Community Center/NADC Holdings LLC. The rules and regulations attached hereto as Attachment A are incorporated into and made part of this Agreement.

#### Name of Organization ("Renter"):

Contact Name:	Phone:
Address:	
Email:	
Purpose/Event:	
Dates/Times Requested:	_Estimated # of Guests:
Room Requested: Gymnasium Dower-Level Community Room	

Type of Set-Up Requested: Please provide details on an additional page.

#### **RENTAL RATES:**

#### Gym Use

Hourly rate - \$65.00 per hour – 2 hours minimum

By the Day - \$400.00 – max of 6 hours

By the Week - \$1400.00 – Monday – Friday

Saturday and Sunday - \$500.00 per day

#### Community Room – Lower Level

Hourly Rate - \$75.00 per hour – Minimum 2-hour charge - \$45.00 setup and cleaning charge.

By the day - \$450.00 – Max of 6 hours. \$45.00 setup and cleaning charge.

# Event Refundable Deposit - \$150.00 – required at signing of rental agreement.

Any damage to or loss of A/V equipment or NADC property will be assessed at a fee of \$100.00 and up.



Renter must provide insurance certificates for the following activities: (filled in by ESCC/NADC Holdings LLC) It is the renter's responsibility to provide the ESCC/NADC Holdings LLC Center with such certificate(s) of insurance at least 15 days before the event is scheduled to occur. Failure to provide such a certificate and invoice may result in cancellation of your event by ESCC/NADC Holdings LLC, revocation of the Agreement, and forfeiture of all fees and deposits paid.

**RENTAL FEES AND DEPOSITS** ESCC/NADC Holdings LLC will calculate all charges and fees, including damage and security deposit fees, and provide an invoice to renter.

**CANCELLATION POLICY** Cancellation of rental less than thirty days prior to rental will forfeit all rental fees.

### FAILURE TO COMPLY WITH AGREEMENT

In ESCC/NADC Holdings LLC sole discretion, ESCC/NADC Holdings LLC reserves the right to terminate Renter's event at any time, and retain all or a portion of the damage deposit and charge renter for any cost above the damage deposit, in the event of any failure by Renter to comply with this Agreement and the attached Rules and Regulations or any damage or loss to ESCC/NADC Holdings LLC, including: (i) damage to rugs, floors, walls, furniture, property of the facilities or grounds; (ii) theft; or (iii) use of the facilities in excess of agreed-upon hours of use.

#### INDEMNIFICATION

Renter hereby agrees to assume all risks for loss, damage, liability, injury, cost, or expense that may arise during or be caused in any way, in whole or in part, by Renter's use or occupancy of the ESCC/NADC Holdings LLC Center facilities rented herein and surrounding property. Furthermore, Renter hereby agrees, at Renter's sole expense, to indemnify, defend and hold ESCC/NADC Holdings LLC and/or its officers, employees, and volunteers free and harmless from any loss, claim, liability, damage, cist (including reasonable attorney's fees), and /or injury to persons and property that in any way may be caused in whole or in part, by or occur during Renter's use or occupancy of said properties and/or facilities.

Renter has carefully read this entire Agreement and agrees to abide by all of its terms, including those set forth in Rules and Regulations attached hereto and made part hereof as Attachment A. Renter understands that no terms are binding and no date has been committed until Renter received a copy of this Agreement signed by ESCC/NADC Holdings LLC and Renter has paid the initial rental payment of 50% of total rental fee.



I, the undersigned, hereby acknowledge that I have read, understand, and agree to all of the terms and provisions of this policy and that services provided under this agreement are expressly limited to those set forth above, and that the charges and terms are acceptable and that this agreement is to be binding upon myself, my heirs, executors, administrators, and representatives. I agree to comply with all applicable qualifications, rules, policies, and procedures as determined by NADC Holdings, and all federal and state laws and standards in effect at the time of the event. I am authorized to enter into this agreement. In the event of litigation, to collect sums due hereunder, NADC Holdings shall recover reasonable attorneys' fees.

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Signature of Organization's Executive Officer/Applicant

Date