

**The Bridge of Storm Lake
Building Use Agreement and Release of Liability**

The Bridge of Storm Lake
529 Seneca St, Storm Lake, IA 50588
712-213-0195
office@thebridgeofstormlake.com

This Building Use Agreement and Release of Liability (“Agreement”) is entered into between The Bridge of Storm Lake (“The Bridge”) and the Renter identified paragraph 1 below (“Renter”). Renter desires to access and use certain space in the Bridge’s building on the date and times specified below. The Bridge and Renter agree as follows:

1. Renter: _____ (name of entity or individual)

(if entity, name of contact person)

(street address)

(city/state/ZIP code)

(phone number)

(email address)
2. Building Space: Renter may access and use The Bridge’s Endless Sea Café space, which includes the main floor café, kitchen, loft and restrooms (the “Space”) pursuant to the terms of this Agreement.
3. Usage Term: Renter shall have temporary access to and use of the Space during this specific date and limited time period identified in subparts a. and b. below. Renter agrees that Renter will have cleaned the Space and vacated the Space by the end of the time period listed in subpart b.
 - a. Date: _____
 - b. Time period: _____ to _____
4. Usage Fee and Damage Deposit:
 - a. Usage Fee: \$100.00. (The market value for access to and use of the Space is \$100. Should Renter choose to donate an additional amount to the Bridge, any amount in excess of \$100.00 will be considered a donation to the Bridge, which is 501(c)(3) non-profit entity.)
 - b. Damage Deposit: \$100.00. The Damage Deposit may be used by The Bridge to pay part or all of the cost of any damages incurred by The Bridge consistent with the terms of subpart c. below. The Damage

Deposit will be returned to Renter within two weeks of the Usage Term, without any interest, and less any set off for damages.

- c. Renter agrees that Renter will pay all costs incurred by The Bridge (for repair, replacement, cleaning, etc.) as a result of any of the following events that occurred during the Usage Term:
 - i. Renter, or any of Renter's guests, or other people that enter the Space during the Usage Term, cause any damage to the Space or other property of The Bridge, whether inadvertently or intentionally;
 - ii. Renter, or any of Renter's guests, or other people that enter the Space during the Usage Term, take or fail to return any personal property.
 - iii. Renter fails to adequately clean the Space and/or fails to properly follow and carry out the Building Use Procedures and Checklist, which is attached as Exhibit 1.

5. Renter's Obligations. Renter agrees as follows:

- a. Renter will follow all policies and procedures as stated in the Building Use Procedures and Checklist, which is attached as Exhibit 1. Renter will follow all reasonable policies, procedures and requests provided verbally by The Bridge staff.
- b. Renter will ensure that Renter, its guests and other people who enter the Space during the Usage Term will not access any other parts of The Bridge property except the Space.
- c. Renter acknowledges that The Bridge is a drug-free, tobacco-free, alcohol-free property and is a gun-free zone. Renter will not allow any people associated with or invited to the Space by Renter, including Renter, to possess drugs, alcohol, tobacco or firearms in the Space or anywhere on The Bridge property.
- d. Renter acknowledges and agrees that The Bridge reserves the right and is free to deny access to any groups or entities as the Bridge sees fit so as not to undermine the mission and activities of The Bridge.

6. Release of Liability

- a. Renter recognizes that there are certain inherent risks in accessing and using the Space and assumes full responsibility for any personal injury, loss or damages to the Renter, or any of Renter's guests, or other people that enter the Space during the Usage Term. Renter releases and discharges The Bridge for any personal injury, loss or damages arising out of access to or use of the Space or any other property of The Bridge, whether caused by the fault of the Bridge, the Renter, or any of Renter's guests, or other people that enter the Space during the Usage, or any other third party. Renter agrees to indemnify and defend The Bridge against all claims, causes of action, damages, judgements, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from the access to and use of the Space or any other property of The Bridge.

7. Renter agrees and acknowledges that Renter is under no pressure or duress to sign this Agreement and that Renter has been given a reasonable opportunity to review it before signing. Renter further agrees and acknowledges that Renter is free to have its own legal counsel review this Agreement if so desired.
8. If Renter is an entity, the person who signs this Agreement for Renter represents and warrants that he or she is duly authorized to enter into this Agreement on behalf of Renter.

The above terms are hereby agreed to.

THE BRIDGE OF STORM LAKE

_____ (signature)

_____ (print name)

_____ (title)

RENTER

_____ (signature)

_____ (print name)

_____ (title, if signing on behalf of an entity)