

Dear Applicant:

Thank you very much for considering rental of the Boys & Girls Clubs of Muncie for your special function. Your support of our organization helps make it possible for us to provide positive, constructive programs and activities for our community's young people.

Enclosed you will find:

- 1. Facility description outlining spaces for rent and fees.
- 2. Facility use policies, including cleaning, security, and alcohol policies for your review
- 3. Application for rental use for your completion.

If you would like a tour of the facility and the available spaces, please call our Administrative Office to arrange a tour time.

It is important that you read each section of this packet carefully and that you understand its contents. If you have something that is not clear, please ask for clarification. You will be asked to sign an agreement indicating that you have read and understand all of our policies and will adhere to them. After reading this packet in its entirety and completing and signing the application, please return the application to the Administrative Office. We will then check our master calendar to determine availability and respond to you within ten (10) days of receipt of your request. Once your rental has been approved, we require that you do a facility walk through at which time we will provide a detailed contract verifying costs and details of your function. **Deposit will be due upon signing of facility rental contract.**

The Boys & Girls Clubs of Muncie has a priority scheduling and cost breakdown that you may use to determine fees associated with your event.

Level 1 Nonprofits, Public Entities, Community/Civic Engagement Groups, Churches

Level 2 For-profit Entities, Unaffiliated Group, Individuals and Organizations

Level 3 Fraternity/Sorority or other large ticketed or open parties of 100 or more people

If you have any questions or concerns, please feel free to call the Administrative Office at 765.282.4461 and speak with our Office Coordinator. Thank you again for considering rental of the Boys & Girls Clubs of Muncie.

Qiana R. Clemens

Chief Operating Officer

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Facility Rental Fees:

Facility Madison 1710 S. Madison	Room	Level 1	Level 2	Level 3	Staff Pay/Hr.	Level 3 Staff Pay/Hr 2 staff Min.
	Gymnasium	\$35/hr	\$50/hr	\$150/hr	\$10/hr	\$15/hr
	Gym & Kitchen	\$50/hr	\$65/hr	\$165/hr	\$10/hr	\$15/hr
	Classroom	\$35/hr	\$50/hr	N/A	N/A	N/A
Buley 1111 N. Penn	Gym & Kitchen	\$25/hr	\$45/hr	\$100/hr	\$10/hr	\$15/hr
	Classroom	\$25/hr	\$45/hr	N/A	N/A	N/A

Additional Costs: There is a 2 staff minimum for all Level 3 rentals. Beyond 150 people, there may be 1 paid staff member per additional 25 people required at the discretion of the COO. **Staff fees must be paid in cash upon the renter's entry to the Club.**

<u>Unless otherwise specified, renters are responsible for set-up, removal of all decorations and clean up after an event. Set up and clean up times are also billed at the hourly rate.</u>

DEPOSIT FEES FOR ALL FUNCTIONS

Security Deposit Level 1 & 2 (Madison)	\$200
Security Deposit Level 3 (Madison)	\$500
Security Deposit Level 1 & 2 (Buley)	
Security Deposit Level 3 (Buley)	\$200

*DEPOSIT IS REQUIRED TO RESERVE FACILITY. Deposits will be refunded within 14 days after the function if proper clean-up is completed and no breakage damage, or policy violations have occurred. Proper clean-up shall be determined by Boys & Girls Clubs of Muncie. Level 3 renters shall secure a professional cleaning company to mop and clean all used areas including restrooms. See attached agreement.

ALL FEES ARE DUE 14 DAYS PRIOR TO EVENT!

CANCELLATION POLICY:

Fifty (50) percent of the security deposit will be withheld if notification of cancellation is received less than 14 days prior to the approved use date.

USE OF FACILITY POLICIES AND PROCEDURES

- 1) Applications. Rental applications will be approved or denied by the Boys & Girls Clubs of Muncie (BGCM). Approved renters will receive a copy of the approved application. Application must be submitted at least three (3) weeks prior to the desired booking date. Bookings reserved for dates beyond four (4) months in advance must approved prior to booking by the COO of the Boys & Girls Club of Muncie.
- **2) Scheduling.** BGCM has the right to refuse rentals that conflict with club programs or activities.
- 3) Responsible Party. The renter agrees to abide by all Club rules and procedures governing club facilities and equipment. Payments, correspondence, insurance certificate and communications regarding the use of BGCM will be directed to or coordinated through the rental agent signing the agreement. If the building is used for other purposes than agreed upon the security deposit will be forfeited.
- **4) Fees and Deposits.** A current rental fee schedule is attached. A non-refundable booking deposit equal to 25% of the rental fee is due at the time of the application. The balance of the rental fee and estimated additional charges are due 5 days prior to event start. A security deposit is required for all rentals.
- 5) Cancellation Policy. If the BGCM is closed due to emergencies or inclement weather, all use of the facilities will be cancelled and reasonable attempts will be made to contact the renter. It is the renter's responsibility to notify its members and guests of the cancelled event. When a renter cancels, they must notify the BGCM immediately. Fifty (50) percent of the security deposit will be withheld if notification of cancellation is received less than 14 days prior to the approved use date.
- **6) Refund Policy.** Booking deposits are non-refundable and non-transferable, unless the application is denied or the booking is cancelled by the BGCM.
- 7) Insurance Certificate. Level 2 and 3 renters are required to obtain Comprehensive General Liability insurance in amount not less than one million dollars (\$1,000,000) per occurrence. The Renter shall provide the BGCM with an insurance certificate confirming the existence of such insurance which shall name the BGCM as additional insured. Certificate must accompany this rental application.
- 8) Indemnification. In consideration for the rental use of the BGCM, the Renter agrees to indemnify, defend and hold harmless all Boys & Girls Club parties, including but not limited to coordinators, officers, employees, agents and the staff of the BGCM, from and against

any and all liability, claims, actions, damages, liens, judgments, fines, penalties and forfeitures, loss and expense for injury, death, or property loss or damage, or anything else arising from or out of, directly or indirectly, the entry onto and the use of the BGCM on club properties as a result of the rental contract, including the Renter, its directors, members, officers, employees, agents, participants, spectators or invitees.

- 9) Smoking/Alcohol/Firearms. Smoking is not permitted on BGCM property. It is the responsibility of the Renter to notify guests of this policy and supervise enforcement. Alcoholic beverages are not permitted in the BGCM facility (No Exceptions). If you are observed smoking in or on any BGCM property YOUR DEPOSIT WILL NOT BE RETURNED TO YOU. BGCM is a firearm free zone.
- **10) SECURITY** The BGCM reserves the right to determine whether police supervision of the event is needed. Renter will be responsible for the payment of the assigned officer(s). Officers will be required to be in attendance 30 minutes prior to the event and on site until all guests have left the building with the exception of clean-up staff.
- 11) ALL LEVEL 3 RENTALS ARE REQUIRED TO HAVE 2 POLICE OFFICERS ON DUTY. SECURITY GUARDS ARE NOT AN OPTION. THEY MUST BE A SWORN OFFICER OF THE LAW.
- **12) Parking.** Parking is available in the back lots. No parking is allowed in designated fire lanes.
- **13) Decorations.** All proposed decorations must be approved by the BGCM, and must comply with the State of IN Fire regulations. All decorations must be removed at the close of the event. Scotch tape or other adhesive is not to be used on the walls or ceiling or any surface with paint.
- 14) Advertisement. Before posting your advertisements for your event, please review your advertisement to be sure it is accurate and complies with all local, state, and federal laws as well as with this policy. This policy applies to all content of your advertisement including the descriptive text and photographs/images. We reserve the right to cancel any rental at any time that we deem in our sole discretion to violate this policy. Content must be accurate. The use of the agency name in any form (Boys & Girls Clubs of Muncie or Boys & Girls Club) is strictly prohibited unless approved by the COO of BGCM. If any information later becomes inaccurate or misleading, your rental will be canceled. Level 3 advertisements must be submitted to COO 14 days prior to rental for approval.
- 15) Clean up. Renter is responsible for clean-up after the event. Trash must be secured in garbage bags and deposited in trash cans. The BGCM equipment must be returned in the same condition and to the same location found. If additional clean-up/maintenance is required, the service will be provided by the BGCM at the Renter's expense. ALL LEVEL 3 RENTALS ARE REQUIRED TO SECURE A PROFESSIONAL CLEANING COMPANY TO CLEAN/MOP RENTED AREAS AND RESTROOMS IMMEDIATELY FOLLOWING RENTAL. A

copy of the contract with cleaning company is required and must accompany this signed agreement and deposit.

- 16) **No Responsibility for Renter's property.** The BGCM is not responsible for damage or theft to Renter's property or belongings brought that are not Club property.
- 17) Compliance with State and City laws and the Boys & Girls Clubs of Muncie policies.

 Renters must comply with all applicable laws and regulations including but not limited to safety, fire, zoning laws, and regulations must comply with the BGCM policies. Renters must adhere to the BGCM Code of Conduct. The BGCM reserves the right to terminate any rental, for non-compliance with these, or any other policies governing the use of the BGCM facility. Attendance must not exceed the limit determined by the Muncie Fire Marshall.
- 18) **Food Service Guidelines.** Rentals in which food is served to the public and/or a fee will be charged for admission to the event; the Renter is required to contact the Delaware County Health Department, Business: (765) 747-7721, for the proper permits and guidelines. Copies of permits must accompany this rental agreement.
- 19) Level 3 Ticketed Events or Charge/Admission Events. It shall be required of the ticketing organization to submit five (3) percent of total ticket or admissions fees to BGCM.
- 20) **Level 3 Sorority/Fraternity Community Service.** It shall be required of the participating Renting Sorority/Fraternity or other Service Organization to serve a minimum of 10 hours of community service as an organization at BGCM within 6 months after conclusion of event.

21) Other.

- i) The thermostat is not to be touched by renters at any time. If temperature needs to be adjusted, please ask BGCM staff to adjust for you.
- ii) Children in all areas must be kept under adult supervision at all times
- iii) No candles or open flames are allowed on premises
- iv) Use of BGCM sound system is available, volume levels are pre-set and may be adjusted at the discretion of BGCM staff. All music is to be kept at a reasonable level as to not disturb individuals in close proximity to the facility.

FACILITY USE AGREEMENT AND CONTRACT

RENTER'S NAME:			TODAY'S DATE:			
AUTHORIZED REPRES	ENTATIVE FOR THIS EV	ENT				
ADDRESS		CITY		ZIP		
PHONE: ()		CELL ()			
EMAIL	LEVEL OF EVENT					
DATE/DAYS REQUEST	ED	EXPECTED ATTENDANCE				
		2				
	RRIVAL TIME:DEPARTURE TIME:TOTAL HOURS					
	OMPANY TO BE USED: _					
				-		
WILL FOOD BE SERVE	D? YES NO IS THIS	A TICKETED/ADMISSI	ON BASED EV	EN? YES NO		
TICKET/ADMISSION P	RICE IF APPLICABLE \$_	/PERSON				
FACILITY REQUESTED:	:					
	Facility	Room	(X)]		
	Madison	Gymnasium]		
	1710 S. Madison	Gym & Kitchen				
		Classroom				
	Buley	Gym & Kitchen				
	1111 N. Penn	Classroom				
		1	l	1		
ADDITIONAL REQUES	TS/INFO:					
RELEASE FROM LIABIL	ITY AND INDEMNIFICA	TION: In consideration	n and as a cor	ndition for use of above		

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RELEASE FROM LIABILITY AND INDEMNIFICATION: In consideration and as a condition for use of above dated facility, applicant/organization hereby agrees to assume any and all risks arising out of incident to the use of said facility and expressly waives any claim that the applicant/organization may otherwise have against the Boys & Girls Clubs of Muncie based on the use of the Clubs-owned property or otherwise. Pursuant to this application, applicant/organization further agrees to indemnify, defend and hold harmless the Boys & Girls Clubs of Muncie, and its directors, officers, agents, employees and volunteers from any and all claims, damages, liabilities, losses or expenses,

I have read and agree to the contents of this page: Renter Initials______

including bodily injury property damage, or the loss, of applicant's conduct, the conduct of third parties related to applicants use of the facility or the joint conduct of applicant and the Boys & Girls Clubs of Muncie. The applicant/organization is responsible for leaving said facility as clean as when found,. If any cleanup or damages are identified after usage, the applicant/organization will be charged and have all fees deducted from the security deposit. The applicant/organization further agrees to provide a Certificate of Insurance and Additional Insured Endorsement naming the Boys & Girls Clubs of Muncie as additional insured.

PLEASE BE SURE TO READ ALL SECTIONS OF THIS PACKET THOUROUGHLY BEFORE SIGNING.

IF THE BOYS & GIRLS CLUBS OF MUNCIE APPROVED APPLICANT'S APPLICATION FOR THE USE OF THE FACILITY, THIS FACILITY USE APPLICATION AND CONTRACT SHALL CONSTITUTE A BINDING LEGAL CONTRACT. I HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY AND ENFORCE THE RULES AND REGULATIONS, INCLUDING THE SECURITY, CLEANING, ALCOHOL AND SMOKING POLICIES GOVERNING THE USE OF THE BOYS & GIRLS CLUBS OF MUNCIE FACILITIES.

RENTER SIGNATURE:		DATE:		
	(MUST BE 18 YEARS OF A	GE OR OLDER)		
COO SIGNATURE:		DATE:_		
	STAFF USE ON	LY:		
Rental Taken By:	Cor	ntract Complete? Yes No		
Amt. Deposit Paid:	25% down Paid	Cash Check	cc	
Final Amt. Due Date:	Amount Due:	No. of Staff Re	eq	
Staff Payment due on site:				
Staff Assigned: 1)	2)	3)		
Cleaning Contract Attached	? Yes No Security Contract	Attached? Yes No		
Return Deposit By:				
Did you remember to:				
	Yes No Cleaning Contract A copy of all receipts to this doc		ty Contract	
Secure Sorority/Fraternity	Community Service Date If Ap	plicable		

I have read and agree to the contents of this page: Renter Initials______

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