Event Date(s)

_____

BUFFALO COUNTY RENTAL AGREEMENT Extension Building

For Office Use Only
- ☐ Rental Deposit paid
- ☐ Damage Deposit paid
- ☐ Proof of Insurance Provided
- ☐ Paid in Full

Amount of Deposit returned_____

General Information

Date(s) of Event:_____

☐ Set-up Day Reserved __/__ ☐ Tear-Down Day Reserved __/__
☐ Sheet attached setting forth any special requests

Event Description:

Time of actual event:_____ ____.m. to _____ ____.m.
Estimated Attendance: ☐ 0-50 ☐ 51-100 ☐ 100-200 ☐ 200+

Rooms Reserved: ☐ Antelope Exhibit Hall ($500) ☐ Bison Meeting Room ($150) ☐ Large Kitchen ($100)
OR ☐ Full Facility ($700) ☐ Set-up day ($250) ☐ Tear-down day ($250)

Name of Renter (Must be individual):

Phone Number
(_____)_____-

Mailing Address of Renter:

Email:

Fees

Please make all checks payable to "Buffalo County." Buffalo County reserves the right to require certified funds.
Checks must be from an account owned by the Renter. Cashier's checks, money orders, and cash are also accepted.
Damage Deposit must be in a separate check.

Fees Due at time of Reservation:	☐ * $_____ (50% of Room Rental Fees) (* This is a **Nonrefundable** Deposit)
Fees Due no later than 14 days prior to event:	☐ $150 per day Facility Assistant Fee (Mandatory for events with alcohol) (Fee is not prorated and is good for up to 8 hours of assistance. See Terms and Conditions for details) ☐ $250 Damage Deposit (Refundable if facility is returned **cleaned** and with **no damage**) ☐ $_____ (remaining 50% of Room Rental Fees)

Please review the attached Terms and Conditions and General Operating Policies carefully. By signing this agreement, you are stating that you have read, familiarized yourself with, and agree to follow all Terms, Conditions, and Policies and you agree to the fee structures set forth above. You, personally, agree to be responsible for compliance with this agreement and to indemnify the County for any and all losses and to be personally responsible for any damage to the facility not covered by damage deposit or insurance policy and you, and anyone occupying the facility, agree to hold Buffalo County harmless for any and all losses, damages, or liabilities.

Print Name: _____ ☐ Identification Shown and Copied

Signature: _____ Date: _____

Buffalo County Representative: _____ Date_____

Designated Representative of Renter, if applicable:

Print Name: _____ ☐ Identification Shown and Copied

Signature: _____ Date: _____

Contracts should be submitted/sent to:

Buffalo County Courthouse
Attn: Buffalo County Facilities Director
1512 Central Avenue – PO Box 1270
Kearney, NE 68848-1270

Rental Information/Requests:

Catering:

☐ Yes Who: _____

☐ No

Alcohol:

☐ Yes Nightlife Concepts Notified? ☐ Yes ☐ No

☐ No

Tables:

☐ Round Quantity _____

☐ Rectangular Quantity _____

Chairs:

☐ Quantity _____

Fans:

☐ Quantity _____

Sound System/Microphone:

☐ _____

_____

Projector:

☐ _____

_____

Other:

☐ _____

_____

_____

_____

Terms, Conditions, and General Operating Policies:

- All fees must be paid on time, as set forth above, or your reservation will be canceled.
- No event is considered scheduled until the completed rental agreement has been returned and the nonrefundable deposit has been paid.
- Buffalo County reserves the right to refuse rental or scheduling to any group, organization or business which refuses or fails to comply with these terms and conditions, or who has refused or failed to comply with these terms during prior rentals.
- Buffalo County reserves the right to terminate this contract upon the occurrence of circumstances unforeseen at the time of signing, or with 30-days written notice to the renter. If terminated by Buffalo County, all deposits will be returned to the renter.
- Buffalo County reserves the right to cancel this contract with no notice if any act of God (weather, disaster, disease, etc.), or damage to the building, or utility infrastructure occurs that interferes with the ability to rent the facility. This includes, but is not limited to, excessive snow, storm damage, power outages, etc.
- Any insufficient or returned checks will be charged a $100 fee and will result in the immediate cancelation of your event.
- This contract is exclusively for the use of the renter and may not be sublet. Renter will not permit any other person(s) or organizations to occupy the facility.
- Renter and insurer must be 19 years of age or older. Renter must be present at the facility during the entirety of the event. Renters who cannot be present for the entirety of the event must designate a representative over the age of 19 who must agree and sign this contract prior to completion of the reservation.
- Buffalo County Extension **DOES NOT** provide insurance for the protection of renters or users of the facility, and **IS NOT** responsible for lost or stolen items.
- At least 14 days prior to your event you must provide liability certification of insurance coverage of not less than $500,000.00. Said insurance policy must be active during all dates of your rental and must name "Buffalo County" as an additional insured party. Failure to provide insurance will result in the cancelation of your event.
- If any equipment and/or facilities are damaged during your event, or if Buffalo County is required to clean any portion of the facility to restore it to the condition you received it in, to repair damaged equipment, or to remove personal property from the facility, you will surrender your damage deposit up to the cost of repair/replacement/cleaning/property removal and will be responsible for any amounts in excess of $250, which must be paid within 10 days of being invoiced. Unused portions of the damage deposit will be returned within 30 days of the event.
- Rooms may be used on the primary rental day(s) between the hours of 6am and 2am. Renter must designate their hours of use at the time of this contract and may not occupy or use the facility during any hours they have not designated at least 14 days prior to the event. Renters requiring the use of the facility in excess of 8 hours in a day (calculated from the start of the event until the last occupant leaves the facility), who have alcohol at their event, must pay an additional fee for extra hours of facility assistance. Renters requiring use of the facility for 8-16 hours per day must pay an additional $150 fee ($300 total) for facility assistance. Renters requiring 16- 24 hour access must pay an additional $300 fee ($450 total) for facility assistance.
- Pursuant to the terms and conditions set forth above, upon reservation and payment of applicable fees, rooms may be used on set-up day for up to 6 hours from 2pm-8pm.
- Pursuant to the terms and conditions set forth above, upon reservation and payment of applicable fees, rooms may be used on tear-down day for up to 6 hours from 8am-2pm.
- Renters who occupy the facility in excess of their scheduled time will be automatically assessed a fee for additional facility assistance and/or room rental. Said fee will be taken out of your damage deposit, if sufficient funds remain, or will be due within 10 days of invoicing.
- Renters or guests who access portions of the facility they have not paid for will be charged for use of those rooms. Renters accessing un-reserved portions of the building without prior permission may face criminal liability as trespassers.
- Facility assistance is required for all events where alcohol will be available or served. This assistant does **not** act as your employee, security personnel or as an event supervisor. The facility assistant will help you locate available resources and equipment, and will monitor your event for compliance with these terms and policies. The facility assistant or Buffalo County maintains the authority to immediately terminate your event for any reason.
- Renter and guests agree to follow all rules, laws, ordinances, policies, and building codes at all times.
- Renter will not exceed maximum occupancy for the reserved rooms which is 450 for the Antelope Hall and 125 for the Bison Room.
- Renter agrees that they are responsible for all liabilities. Renter and renters' guests agrees that Buffalo County, its officials, employees, and insurers, shall not be liable to the renter, renter's guests, agents, insurance providers, and/or employees for any claims, judgments, demands, and expenses incurred as a result of renter's use of the facility and its premises, to include any loss due to death, personal injury, or damage or loss of personal property. The Renter understands that Renter is responsible for securing insurance to cover any and all liabilities. Renter agrees to indemnify and hold harmless Buffalo County, its officials, and its employees for any amounts not covered, denied, or which are in excess of renter's insurance coverage.
- Renter **may not** have alcohol on the premises unless purchased and secured through Nightlife Concepts, Inc. (Cunningham's). **Renter will need to make these arrangements directly.** Contact information is: Cunningham's Journal 15 W 23rd Kearney, NE 68847; (308) 627-3659. Ask for Tavis Riskowski.
- Renter understands that **any** alcohol on premises by renter or any guests, not secured through Nightlife Concepts will result in the immediate termination of the event.
- Smoking, the use of any tobacco products, and/or e-cigarettes are strictly prohibited on County property (indoors and outdoors). Violations may result in the immediate termination of your event.
- Firearms and other dangerous weapons are prohibited on the premises unless carried by an on-duty law enforcement officer with jurisdiction over the facility.
- Renter agrees not to exceed the event capacity designated in their rental agreement and may not, at any time, exceed maximum building capacity of 600.

- All individuals under the age of 19 must be accompanied by a parent or other adult accepting responsibility for said child.
- Renter will need to obtain access codes to the facility on the last business day prior to your event. All doors must be locked when the facility is not occupied and must be locked at the end of the day.
- Rental fees do not include set-up/tear-down assistance or cleaning excepting the cleaning of toilets and removal of bathroom trash.
- The facility will be fully cleaned by the Renter prior to the end of the event or tear-down day. Full cleaning includes: • Placement of **all** trash in outside city trash receptacles. • Sweeping of all floors • Mopping of all spills, excessive dirt, or liquids including tracked rain/mud. • Wiping down of all tables, chairs, countertops, & appliances • Removal of all personal property • Placement of used tables, chairs, and other equipment, in their original storage locations • Removal of all food items from the kitchen, if used.
- If trash generated by the renter/event exceeds the capacity of the city trash receptacles, Renter must remove trash from the premises at their own expense prior to the end of the rental period.
- Equipment, supplies, and fixtures owned by Buffalo County or Buffalo County Extension may not be removed from the premises, even on a temporary basis.
- Wireless internet access is available upon request. Renters requesting wireless access will be provided a password valid only for their rental period. Renters must take all due diligence to protect the wireless password from disclosure to non-authorized users. Renters may be responsible for any illegal conduct facilitated by wireless access during their rental period and understand- and will communicate to all individuals they allow to access the wireless internet- that they have NO privacy rights or guarantees of secure connection. Users will use said wireless at their own risk and must be made aware that their access may be monitored and digital information, including passwords, may be recorded. If renter believes the wireless password has been given to individuals not authorized under the contract Renters will promptly notify Buffalo County so that the wireless password can be changed.
- **No items** may be affixed to the floors, walls, ceilings, tables or other fixtures within the facility by any means including tape, staples, nails, drilled fixtures, etc.
- Decoration Restrictions: • Decorations must be freestanding and must be composed of non-flammable or flame-retardant materials. Spot-testing may be performed by the City of Kearney Fire Department if needed. • Candles must be enclosed by glass at least one-inch above the flame. • No other flames or flammable items may be used.• Stickers cannot be used or distributed except for adhesive name badges. • No machines such as fog or smoke machines may be used in the facility as they may obscure visibility and interfere with fire suppression efforts. • Glitter and confetti may not be used. • Furniture, signs, decorations or other items in place at the time of rental may not be moved without permission of the Facility Assistant or prior to the event with permission having been obtained from Buffalo County. • Compressed gas (helium) cylinders used to inflate balloons must be properly secured to prevent toppling. • No straw or hay bales may be used. • No materials causing excessive dirt or dust may be used. • No materials that may damage the facility may be used.
- Pyrotechnics of any kind are strictly prohibited.
- In case of emergency please call 911. Facility assistant cannot assist in an emergency. Facility assistant may terminate the event at any time for matters of safety.
- Any hazardous materials may not be brought into or around the facility without prior approval from Buffalo County. Any exhibitor/renter requesting to bring Hazardous Materials must request such approval at least 90 days prior to the event and recognizes that Buffalo County reserves the right to deny approval for any reason or no reason at all.
- For safety and security reasons, cartons, packages, other containers and all personal property of renters and their guests may be subject to random inspection without probable cause of wrongdoing.
- Doorways, hallways, and emergency exits may not be blocked for any reason at any time.
- All firefighting and fire suppression equipment may not be blocked for any reason at any time.
- Renter and guests may not disturb the peace of any other occupant, member of the public, Buffalo County, its officials, or its employees during use of the facility. Renter agrees to immediately remove any individual violating this policy from the facility and understands that the Facility Assistant, agents of Buffalo County, or Law Enforcement may terminate the event if peace cannot be restored by the removal of an individual or would require the removal of more than one individual.
- Buffalo County facilities and uses are subject to the Americans with Disabilities Act and the renter agrees to comply with the ADA as well. All requests for accommodations can be made by contacting the Buffalo County ADA Coordinator at 308-236-1224
- Only certified service animals are permitted in the Extension Building. This condition may be waived in rare circumstances for certain events upon prior arrangement with the County and payment of an additional security deposit in an amount to be set forth depending on the size and number of animals, but to be a minimum of $500. Renter is responsible for all damage caused by animals, including service animals.
- **All questions regarding facility rental should be directed to the Buffalo County Facilities office at (308)236-1225. If rental issues arise during your event, and the Facilities office is closed, please call the Facilities Director at (308)224-0108.**