OMAHA SCOTTISH RITE MASONIC CENTER
202 S. 20th Street, Omaha, NE 68102 – Phone (402 342-1300)
RENTAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the SCOTTISH RITE CATHEDRAL ASSOCIATION of Omaha, Nebraska, hereinafter referred to as the Lessor: and _____, hereinafter called Lessee.

WITNESSETH

WHEREAS, the LESSEE desires to rent the hereinafter described facilities within or upon the OMAHA SCOTTISH RITE MASONIC CENTER (SRMC) property, such facilities being hereinafter referred to as premises, for the following purpose and no other _____

DATE	HOURS	FACILITY and/or SERVICE	COST

This RENTAL AGREEMENT is specifically subject to the following TERMS AND CONDITIONS AND TO THE REGULATIONS ON THE REVERSE SIDE HEREOF:

1. DOES NOT INCLUDE MANPOWER UNLESS SPECIFIED HEREIN.
2. LESSEE agrees to indemnify, save and hold harmless the OMAHA SCOTTISH RITE MASONIC CENTER of Omaha, Nebraska and/or its DIRECTORS and the OMAHA SCOTTISH RITE BODIES and/or their OFFICERS from all liabilities and claims for damages by reason of injury or death to any person or persons or damage to property from any cause whatsoever, including loss of use, while in, upon or in any way connected with the use of the herein described premises by the Lessee. Lessee shall furnish a Certificate of Insurance to the Lessor at least twenty (20) days prior to occupancy of the premises. Said Certificate of Insurance must certify Bodily Injury Liability limits of at least five hundred thousand dollars ($500,000) per person and five hundred thousand dollars ($500,000) per occurrence and Property Damage Liability limits of at least five hundred thousand dollars ($500,000). Such insurance shall include OMAHA SCOTTISH RITE MASONIC CENTER of Omaha, Nebraska and/or its directors and OMAHA SCOTTISH RITE BODIES and/or their officers as additional Insured's and in addition, shall specifically protect Lessor against any and all liabilities assumed under this agreement.
3. Lessee further agrees that any and all Vendors (caterers, theatrical agents, florists, etc.) performing a service for Lessee on Lessor's premises shall comply with the terms of the Rental Agreement. Caterer must provide Lessor with a Certificate of Insurance.
4. Failure on the part of the Lessee to procure the aforesaid insurance and/or certificates shall at the option of the General Secretary of the OMAHA SCOTTISH RITE MASONIC CENTER of Omaha, Nebraska be considered a breach of agreement and sufficient grounds for termination of this agreement as shall the cancellation of the insurance at any time. The policy shall be maintained throughout the period of occupancy and the Lessee alone shall be responsible for all premiums.
5. No refund of deposit will be made if reservation is cancelled within 30 days of date reserved.
6. A custodian and security officer will be on staff during the event and will be paid directly by the Lessee. Lessor will provide at least one volunteer to help with logistics of event.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties herein contained, the Lessor hereby rents the above scheduled facilities and service to the Lessee at the time and for the purpose as hereinabove mentioned. Rental costs are paid accordingly, **15% of rental fee on day of signing said agreement plus $300.00 damage deposit and payment in full ten (10) days prior to the event.**

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this agreement to be executed the day and the year first above written.

OMAHA SCOTTISH RITE MASONIC CENTER
OF OMAHA, NEBRASKA

_____
General Secretary

LESSEE OR
AUTHORIZED AGENT

_____

Address _____
City _____
Telephone _____

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The Omaha Scottish Rite Masonic Center is a building for the use of members only. As a public service to the community, the facilities may be rented to responsible individuals and recognized groups whose activities and purpose are in harmony with good taste and propriety. The Scottish Rite Masonic Center Use Committee reserves the right to refuse a rental that is inconsistent with its Mission and non-profit status. A member of the Scottish Rite must be an active sponsor of the event for which the building is being rented. Renters of the building will provide proof of liability insurance for the event.

REGULATIONS GOVERNING USAGE OF PREMISES

1. Lessee shall take orderly and respectful care of the leased premises. If food is served, premises must be left clean and refuse disposed.
2. NO ADVERTISING, PROMOTION OR TICKET BY LESSEE SHALL STATE OR IMPLY THAT THE PRESENTATION IS SPONSORED BY LESSOR
3. The use of tape to affix objects or decorations on the ceilings, walls and/or floors is prohibited.
4. Alcoholic beverages may be served and sold on premises. No kegs will be allowed. Can beer only. Lessee (or the caterer) is responsible for obtaining all Governmental licenses and liquor liability insurance in connection with their use of the premises and agrees to hold harmless and name as additional insured the Omaha Scottish Rite Masonic Center, its officers, employees and agents. Due to State Licensing the hours of alcohol beverage service may be limited during rental period.
5. Lessee shall not use portions of the building not covered by this rental agreement or any person invited to visit such premises by Lessee.
6. Use of the following is not included in your rental contract unless recited in this agreement. If these facilities or services are required, there may be an additional charge.
   Kitchen- (Use of utensils, dishes, etc. are not included. These may be obtained from any caterer or supply rental company.)
   Lobby – use for the purpose of serving refreshments.
   Other items include: Dressing Room, Library, Courtyard, Spot Lights, etc, additional microphones, risers, divider curtains, and Lobby Displays.
7. Smoking is not permitted in the building.
8. No entertainment using open flame for any purpose is permitted.
9. Any equipment or other property delivered to or left upon said premises will be at the sole risk of Lessee.
10. If simultaneous rentals are going on in the building, each of such Lessees, as a courtesy to the others, will control noise.
11. Any property damages resulting from Lessee's use of the premises, including any damage to floors, will be repaired and billed to Lessee, who agrees to pay bill promptly.
12. Rental of the building includes use of one microphone, stage, stage border lights and footlights, chairs and/or tables.
13. Lessee is responsible for Caterers and/or other sub-contractors to abide by this contract.
14. Security and building maintenance person, approved by Building management, shall be in place. Costs for such people will be paid immediately to these individuals following the event. If not paid immediately, Lessee will be billed for service plus 40% service charge. SRMC will furnish at least one volunteer to help with guidance about the building.
15. Should you desire to set up the previous day, provided the facilities are available, you may do so by making arrangements with the building manager. Said set up must be done during the regular working day and week (Monday through Friday from 9:00 AM to 4:00 PM). Should you desire to set up the day or night before, after regular working hours, you agree to arrange with the building manager for the necessary time, at an additional charge.
16. In the event the said premises, or any part thereof, shall be destroyed or damaged by fire, earthquake, or any other cause, or if any casualty, strike, picketing, labor dispute, war or unforeseen occurrence shall, in Lessor's judgment render fulfillment of this contract reasonably impossible or impractical, Lessor may cancel the contract and shall not, in any case be liable to Lessee for any damage caused by such event or cancellation. If Lessor does terminate the contract, if Lessee is not in default hereunder and has fulfilled all the terms and conditions thereof, Lessor agrees to return to Lessee the unused portion of any deposit and the unearned portion of any rent paid in advance under the terms hereof and remaining after the occurrence of such event.
17. The distribution or sale of any material by Lessee or Sub-lessee deemed inappropriate or not in good taste or propriety by the Building management is prohibited. [REV. 01/05]