

CITY OF LAUREL RENTAL AGREEMENT

FACILITY: Laurel Community Center
Building, Parking Lot and surrounding City-owned property
302 East 2nd Street
Laurel, NE 68745

PARTIES:

“LESSOR” - City of Laurel
302 East 2nd Street
Laurel, NE 68745

“LESSEE” – Name(s): _____
Address: _____
Phone #: _____
Email: _____
Description of Event: _____
Approximate Number Attending: _____
Date of Event: _____
Additional Days for set-up/cleaning: _____

THIS AGREEMENT made this _____ day of _____, 20___, by and between the City of Laurel, Nebraska, a Municipal Corporation, hereinafter referred to as “City” and “Lessor”, and the party set forth above as LESSEE, hereinafter referred to as “Lessee” (whether one or more).

1. **Date of Rental.** Lessee’s occupancy of the areas selected on **Exhibit A** at the Laurel Community Center (hereinafter referred to as “Facility”), shall commence at (TIME) _____ on the _____ day of _____, 20___ and continue until (TIME) _____ on the _____ day of _____, 20___.
2. **Rental Rates.** The rental rates are provided in **Exhibit A** of this Agreement. In order to hold a reservation, the full fee of \$ _____ is due upon the execution of this Agreement. Payment must be made when returning this Agreement to the Community Center Event Director at the City of Laurel office located within the Facility.
3. **Cleaning/Damage Deposit.** In addition to the rental rate for the reserved areas, a separate check payable to the City of Laurel shall be provided for cleaning and/or damage costs. The cleaning/damage deposit amounts are provided in **Exhibit A** of this Agreement and shall be paid at least 30 days prior to scheduled event. The cleaning/damage deposit will be held until a walk-thru of the Facility has been completed by Lessor following the event. Lessee shall be responsible for all damages and Lessee’s liability shall not be limited to the amount of the deposit. The deposit will be retained by Lessor to cover any necessary cleaning and/or damage costs, other than ordinary wear and tear, occurring to Facility or equipment therein. The deposit may also be applied to cover the cost of cleaning any item not completed on the cleaning list and as provided in **Exhibit B**. Under no circumstances can the deposit be applied by Lessee to pay rent due or in lieu of cleanup. The terms of the deposit return are provided in **Exhibit B**.
4. **Cancellation.** All cancellation requests must be provided to Lessor in writing or by email. The refund policy for cancellation requests received in writing prior to the event date is as follows:

	Consecutive-Day Refund Amount	Single-Day Refund Amount
12 to 24 Months Prior to Event	50%	N/A
6 to 12 Months Prior to Event	0%	50%
Less than 6 Months Prior to Event	0%	0%

5. **Keys to Facility.** Lessee may pick up the key from Community Center Event Director/Designee on the contracted day. If Lessee's event is scheduled on a Saturday, Sunday or holiday, Lessee must make arrangements to pick up the key from Community Center Event Director/Designee for the contracted day(s) in advance. Possession of keys does not grant access to facility prior to or after contracted times. The keys must be returned to the Community Center Event Director following the rental and after cleaning of the facility. In event Lessee fails to return keys, Lessee will be liable for the cost of replacement keys.

6. **Damage to the Facility.** Lessee agrees to be responsible for all damage to the Facility during the rental term, and agrees to pay for all damage in excess of the cleaning/damage deposit. Damage caused by Lessee, Lessee's guests, invitees, employees, agents, or others permitted by Lessee to be in the Facility.

7. **Use of Facility.** Lessee further agrees to use the Facility solely for legal and proper functions. Lessee, Lessee's guests, invitees, employees and agents agree not to do anything in the Facility which would increase insurance rates or fire hazards or violate any municipal ordinances or codes or state laws. Use of the Facility at night shall not extend past 1:00 A.M. All cleanup work must be completed, all equipment/material removed, and the Facility vacated by 2:00 A.M. or one hour after the completion of the event, whichever occurs earlier.

8. **Forfeiture.** Failure on the part of Lessee to comply with any of the provisions of this Agreement shall, at the option of Lessor, constitute forfeiture thereof. In the event of said forfeiture the event shall end immediately and the Rental Fee shall be forfeited to Lessor. In addition, Lessor reserves any rights or remedies which may be available to Lessor at law or equity.

9. **Right to Enter.** Lessor shall have the right to enter the Facility at any time during the term of this Agreement.

10. **Rules and Regulations of Facility.** Lessee is aware of the regulations governing the use of the Facility as outlined in Resolution 2021-380. Further, Lessee acknowledges the following:

- a. No tobacco products are allowed in the Community Center, near entrances, or on facility patios.
- b. Smoke and fog machines are prohibited.
- c. Pyrotechnics and sparklers are prohibited.
- d. Personal possession of firearms is prohibited within the facility with the exception of law enforcement officers with jurisdiction. Event Center Director must be notified upon execution of this rental agreement when firearms or weapons are being displayed as part of a show or exhibition.

11. **Alcohol.** Lessee is responsible for compliance of all State and local liquor regulations. Alcohol service ends 30 minutes prior to conclusion of an event. No alcohol shall be served after **12:30 A.M.** No

drinks are allowed on the dance floor. Lessee shall not knowingly tolerate a violation of liquor laws. Specifically, no drinking by any person under the age of 21 and no procuring alcohol for any person under the age of 21 allowed. No kegs are allowed on the property. Lessee makes the following disclosures regarding alcohol that will be served at Lessee's Event:

Event be open to the general public	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Alcoholic Beverages will be consumed	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Alcoholic Beverages will be sold	<input type="checkbox"/> Yes	<input type="checkbox"/> No

12. **Property of Lessee.** Lessor assumes no liability or responsibility for the personal property of Lessee, Lessee's guests, invitees, employees or agents. Any property left in or about the Facility before, during, or after the rental term shall, at the option of Lessor, be deemed abandoned and become property of Lessor.

13. **Destruction of Facility.** In the event the Facility is totally destroyed by fire, rain, wind, or other causes beyond the control of Lessor, or are condemned and ordered torn down by any properly constituted authorities of the Federal, State, County, or City Governments, then in any of these events, this Agreement shall cease and terminate as of the date of such destruction and the entire rental fee and cleaning/damage deposit shall be returned to Lessee.

14. **Decorating Facility.** Decorating for events will be allowed within the guidelines set forth by Lessor and as provided in **Exhibit B.** No tacks, tape, nails, etc. will be allowed on the walls, floors/stage, or ceiling.

15. **Cleaning following Event.** Lessee is responsible for cleaning after Lessee's event. A complete checklist of Lessee's cleaning duties is included in this Agreement and is provided in **Exhibit B.** Lessee agrees to complete all items on the checklist at the end of Lessee's Event. All cleanup work must be completed, all equipment/material removed, and the Facility vacated by 2:00 A.M. or one hour after the completion of the event, whichever occurs earlier.

16. **Chairs and tables.** Chairs and tables are available for Lessee's use and are stored in the storage areas at the north end of the Facility. All set up of tables, chairs, and service arrangements shall be completed by Lessee, unless other contract services are arranged. Tables must be wiped down, and chairs must be returned to the storage area when the event is over. Instructions are posted in the chair closets regarding proper return of the chairs and tables. Lessee agrees to follow the same. Tables must be carried, not slid on the floor.

17. **Property of Facility.** No tables, chairs, utensils, or furnishings shall be removed from the Facility. Lessee shall furnish their own dishes, silverware, towels, table covers, napkins and other such items.

18. **Surveillance Cameras.** In an effort to prevent vandalism and damage to the property, cameras and/or monitoring devices may have been installed in the common areas and exterior of the Facility. The cameras and monitoring devices, if any, are used for the limited purpose of monitoring conduct of persons who may cause damage and destruction to the Facility and shall not be available for inspection or use by Lessee unless requested by city, county, or state law enforcement officers.

19. **Indemnify/Hold Harmless.** Lessee agrees to be responsible for any liability or damage done to the Facility by Lessee, Lessee's guests, invitees, employees or agents. Lessor shall not be liable for any

loss, damage, death, or injury of any kind or character to any person or property caused by or arising from an act or omission of the Lessee, or any of Lessee's guests, invitees, employees or other agents, or from any accident or casualty caused by the failure of the Lessee to maintain the Facility in a safe condition or arising from any other cause. As a material part of the consideration of this Agreement, Lessee waives on its behalf all claims, demands, judgments and expenses against Lessor for any such loss, damage, death, or injury of the Lessee, Lessee's guests, invitees, employees or other agents. Lessee agrees to indemnify and hold Lessor free and harmless from all liability of any such loss, damage, death, or injury to Lessee, Lessee's guests, invitees, employees or other agents, and from all costs and expenses arising therefrom, including but not limited to attorney fees. Lessee agrees to indemnify and hold harmless Lessor, the City, City Council, its officers, employees and agents, from any and all claims, actions, suits, costs, damages, and liabilities resulting from the breach of this Agreement, negligent actions, willful misconduct or omissions of Lessee, and Lessee's guests, invitees, employees, and agents.

20. **No Discrimination.** Lessee shall not discriminate in its use of Facility with respect to any class of persons protected by state or federal laws, including for reasons of race, sex, national origin or religion.

21. **Emergency.** In the event of an emergency, Lessor reserves the right to cancel this Agreement for use of Facility without notice when such emergency is deemed necessary by the Lessor. Lessor will take all reasonable efforts not to cancel the Agreement. The Facility is a designated shelter in times of emergency. If the event is canceled by Lessor due to an emergency the full Rental Fee/Damage and/or Cleanup Deposit previously paid by the Lessee would be returned in full.

22. **Use not Exclusive.** Lessor has the right to rent out portions of Facility not otherwise reserved by Lessee. Lessee acknowledges there may be more than one event going on at the same time.

23. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties and can only be amended by agreement of the parties in writing. No representations by Lessee or the Lessor or the parties' agents not included herein shall be binding on the parties.

24. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

25. **No Assignment.** Lessee shall not sell or assign this Agreement, or sublet under this Agreement, without written consent of Lessor.

26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

27. **Payment of Enforcement Expenses.** Lessee agrees in the event Lessee breaches this Agreement Lessee shall pay all costs and expenses that may be incurred by Lessor from enforcing the terms of this Agreement, including a reasonable attorney's fee.

28. **Counterpart Signatures.** The PARTIES agree that this Agreement may be signed in multiple counterparts, each of which, when taken together, will constitute but one and the same instrument.

The PARTIES hereby bind themselves, their heirs, assigns, and legal representatives to the faithful performance of this Agreement.

IN WITNESS WHEREOF, the said PARTIES hereto have executed this Agreement the day and year stated above.

LESSOR

LESSEE

DATE

EXHIBIT A

*Please **CIRCLE & INITIAL** contracted rental areas:*

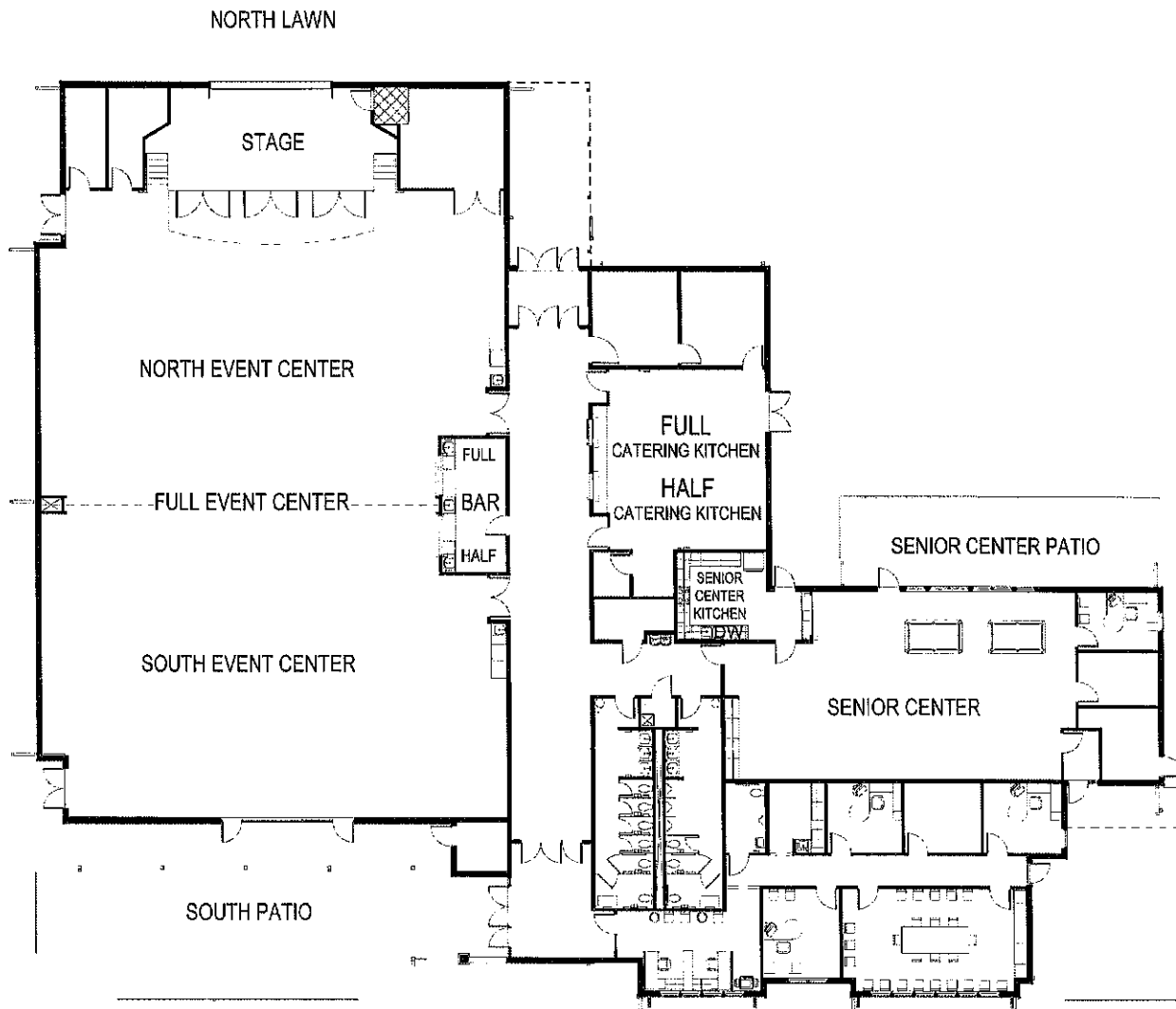


EXHIBIT A

City of Laurel

EVENT CENTER / SENIOR CENTER RENTAL RATES

City of Laurel Policy/Contract Approval Date: _____

ALL POLICIES, GUIDELINES, USAGE FEES & CHARGES ARE SUBJECT TO PERIODIC REVIEW

Day of Week	Facility Use	Hours	Rental Fee	Cleaning/Damage Deposit
3 Consecutive Days Thurs-Fri-Sat	Event Center Entire Facility (Capacity 400)	Day of Event: 8:00 AM to 1:00 AM Includes - Catering Kitchen, Bar, South Patio, Stage	\$1750	\$1,000
3 Consecutive Days Fri-Sat-Sun	Event Center Entire Facility (Capacity 400)	Day of Event: 8:00 AM to 1:00 AM Includes - Catering Kitchen, Bar, South Patio, Stage	\$1750	\$1,000
2 Consecutive Days Thurs-Fri	Event Center Entire Facility (Capacity 400)	Day of Event: 8:00 AM to 1:00 AM Includes - Catering Kitchen, Bar, South Patio, Stage	\$1200	\$1,000
2 Consecutive Days Fri-Sat	Event Center Entire Facility (Capacity 400)	Day of Event: 8:00 AM to 1:00 AM Includes - Catering Kitchen, Bar, South Patio, Stage	\$1600	\$1,000
2 Consecutive Days Sat-Sun	Event Center Entire Facility (Capacity 400)	Day of Event: 8:00 AM to 1:00 AM Includes - Catering Kitchen, Bar, South Patio, Stage	\$1200	\$1,000
Single Day Rental Friday or Saturday	Event Center Entire Facility (Capacity 400)	Day of Event: 8:00 AM to 1:00 AM Includes - Catering Kitchen, Bar, South Patio, Stage	\$1,000	\$1000
Single Day Rental Sunday-Thursday	Event Center Entire Facility (Capacity 400)	Day of Event: 8:00 AM to 1:00 AM Includes - Catering Kitchen, Bar, South Patio, Stage	\$500	\$500
Single Day Rental Friday or Saturday	Event Center North Half (Capacity 200)	Day of Event: 8:00 AM to 1:00 AM Includes - ½ Catering Kitchen, ½ Bar, Stage	\$500	\$500
Single Day Rental Friday or Saturday	Event Center South Half (Capacity 200)	Day of Event: 8:00 AM to 1:00 AM Includes - ½ Catering Kitchen, ½ Bar, South Patio	\$500	\$500
Single Day Rental Sunday-Thursday	Event Center North Half (Capacity 200)	Day of Event: 8:00 AM to 1:00 AM Includes - ½ Catering Kitchen, ½ Bar, Stage	\$300	\$300
Single Day Use Sunday-Thursday	Event Center South Half (Capacity 200)	Day of Event: 8:00 AM to 1:00 AM Includes - ½ Catering Kitchen, ½ Bar, South Patio	\$300	\$300
Single Day Rental Saturday or Sunday	Senior Center	Day of Event: 8:00 AM to 1:00 AM Includes - Senior Center Kitchen Access	\$150	\$150
Single Day Rental Monday-Friday	Senior Center	Evening Only: 5:00 PM to 10:00 PM Includes - Senior Center Kitchen Access	\$75	\$75
Contact Event Director	North Green w/ Stage	Day of Event	Contact Event Director	Contact Event Director
Contact Event Director	North Green w/o Stage	Day of Event	Contact Event Director	Contact Event Director

Consecutive-Day rentals/rates are available for contracts executed 24 months and LESS in advance, but MORE than 12 months in advance.

Single-Day rentals/rates are available for contracts executed 12 months and LESS in advance, but MORE than 60 days in advance.

Contracts executed 30 days or less from a scheduled event will be offered the Non-Profit rate.

Special rates may apply to holiday and community celebration dates.

Please contact the Event Director for details.

**New Year's Day, Valentine's Day, St. Patrick's Day, Easter Sunday, Memorial Day, July 4th, Labor Day, Veterans Day, Halloween, Thanksgiving, New Year's Eve, Ag Days, Night of Lights*

RENTAL REFUND POLICY

Consecutive-Day Rental Refund Policy

When cancellation is requested in writing:

LESS than 24 months and MORE than 12 months prior to event, Lessor qualifies for the following refund = 50% of Contracted Rental Fee.

LESS than 12 months, Lessor qualifies for the following refund = 0% of Contracted Rental Fee.

Single-Day Rental Refund Policy

When cancellation is requested in writing:

LESS than 12 months but MORE than 6 months prior to the event, Lessor qualifies for the following refund = 50% of Contracted Rental Fee.

LESS than 6 months Lessor qualifies for the following refund = 0% of Contracted Rental Fee.

City of Laurel
EVENT CENTER / SENIOR CENTER
Rental Rate Schedule for Non-Profits

City of Laurel Policy/Contract Approval Date: _____

ALL POLICIES, GUIDELINES, USAGE FEES & CHARGES ARE SUBJECT TO PERIODIC REVIEW

Day of Week	Facility Use	Hours	Rental Fee	Cleaning/Damage Deposit
Single Day Rental Friday or Saturday	Event Center Entire Facility (Capacity 400)	Day of Event: 8:00 AM to 1:00 AM Includes - Catering Kitchen, Bar, South Patio, Stage	\$500.00	\$500.00
Single Day Rental Sunday-Thursday	Event Center Entire Facility (Capacity 400)	Day of Event: 8:00 AM to 1:00 AM Includes - Catering Kitchen, Bar, South Patio, Stage	\$250.00	\$250.00
Single Day Rental Friday or Saturday	Event Center North Half (Capacity 200)	Day of Event: 8:00 AM to 1:00 AM Includes - ½ Catering Kitchen, ½ Bar, Stage	\$250.00	\$250.00
Single Day Rental Friday or Saturday	Event Center South Half (Capacity 200)	Day of Event: 8:00 AM to 1:00 AM Includes - ½ Catering Kitchen, ½ Bar, South Patio	\$250.00	\$250.00
Single Day Rental Sunday-Thursday	Event Center North Half (Capacity 200)	Day of Event: 8:00 AM to 1:00 AM Includes - ½ Catering Kitchen, ½ Bar, Stage	\$150.00	\$150.00
Single Day Rental Sunday-Thursday	Event Center South Half (Capacity 200)	Day of Event: 8:00 AM to 1:00 AM Includes - ½ Catering Kitchen, ½ Bar, South Patio	\$150.00	\$150.00
Single Day Rental Saturday or Sunday	Senior Center	Day of Event: 8:00 AM to 1:00 AM Includes - Senior Center Kitchen Access	\$150.00	\$150.00
Single Day Rental Monday-Friday	Senior Center	Evening Only: 5:00 PM to 10:00 PM Includes - Senior Center Kitchen Access	\$75.00	\$75.00
Contact Event Director	North Green Space w/ Stage	Day of Event	Contact Event Director	Contact Event Director
Contact Event Director	North Green Space w/o Stage	Day of Event	Contact Event Director	Contact Event Director

Non-Profits wishing to book a Consecutive-Day rental MORE than one year but LESS than two years out must book at regular price rates. Consecutive-Day refund policy applies.

Rental Guidelines

Read the guidelines below before using the facility. Friends, residents, and businesses of Laurel have worked countless hours and generously donated funds so that we may have a facility we can be proud of. Please take special care to follow these guidelines so our facility remains clean and in excellent working condition for years to come for everyone's enjoyment. Thank you, we appreciate your cooperation!

Assignment: Lessee must be over 21 years of age. Understand that you are responsible for what happens before, during, and after your event. Lessee shall not assign, transfer, or sublet their agreement for the Event Center or Senior Center.

Reservations: Consecutive-Day reservations may be booked up to two years in advance. Single-Day reservations may be booked up to one year in advance. Call Event Director at 402-256-3112 to reserve the Event Center or Senior Center. The building will not be considered reserved until the RENTAL FEE has been paid and Event Director has received the signed rental agreement from the Lessee. Preference on scheduling will be on a first-come, first-serve basis. **ALL CANCELLATION REQUESTS MUST BE IN WRITING/EMAIL. See Exhibit A for Rental Refund Policy.**

If the Community Center or Senior Center is required to close due to inclement weather or another Community of Laurel emergency, the Lessee will receive a full refund of their rental fee and deposit. In special cases, closure will be determined following consultation with the following local and county representatives: City of Laurel Mayor, City Administrator, City Attorney, Cedar County Emergency Management Coordinator and Cedar County Sheriff.

Cleaning/Damage Deposits: Cleaning/Damage Deposit is due 30 days prior to the scheduled event.

The Lessee's cleaning/damage deposit will be returned 14 business days after the event, if:

- 1) the space, hallways, kitchen, restrooms and all equipment is left in the same condition as it was prior to usage;
- 2) trash is taken out of the building & properly disposed of;
- 3) cleaning guidelines have been followed;
- 4) the facility is vacated on time;
- 5) Lessee and his/her guests have followed Lessor and Laurel Community Center rules and regulations.

If the facility has not been properly cleaned, a **\$250 fee** will automatically be taken out of the Lessee's deposit. If cleaning costs or damages exceed the total amount of the deposit, the Lessee will be billed for necessary cleaning and/or repairs and future rental privileges may also be denied.

Cleaning supplies will be provided. Contact Event Director for more details.

Smoking: The ENTIRE Community Center property is tobacco-free.

Restrooms: No food or drink is allowed in restrooms.

Keys: The Event Director has the building keys. Any lost keys will result in charges for the re-keying of the locks.

Loading/Unloading: Please do not drive on the sidewalks to load or unload vehicles. This includes caterers.

Alcohol: Lessee is responsible for compliance of all State and local liquor regulations. The Lessee shall not knowingly tolerate a violation of liquor laws at the Center specifically including drinking by minors and procuring alcohol for minors. Alcohol service ends 30 minutes prior to conclusion of an event. No kegs are allowed on the property. The Lessor reserves the right to suspend liquor service at any time for any reason without warning.

Security: Security may be required for large events. Please contact Event Director for more information.

Dances: Dances are allowed in the Event Center. Dances are prohibited in the Senior Center due to floor type and maintenance.

Included in Rental: Event Center rental includes the use of tables, chairs, and audiovisual system. All dishes, silverware, table covers, napkins, and other such items shall be furnished by the Lessee. Lessee/caterer must provide all of their own serving utensils, dishes, water pitchers, carafes, paper goods, towels and any other necessary food service items.

The Senior Center rental includes the use of tables, chairs and basic kitchen appliances (stove, oven, microwave, dishwasher). All dishes, silverware, table covers, napkins, and other such items shall be furnished by the Lessee. Lessee/caterer must provide all of their own serving utensils, dishes, water pitchers, carafes, paper goods, towels and any other necessary food service items.

Arrangements & Set-Up: Setting up of tables and chairs and all service arrangements shall be completed by Lessee, unless other contract services are arranged. Tables and chairs are to be cleaned and returned to their original location/storage area. Failure to do this will result in reduction of Cleaning/Damage Deposit.

Decorating: Decorations may not block doors, fire extinguishers, fire sprinklers, any emergency equipment, any emergency exit, lighting systems or security cameras. There are to be no items taped, tacked, nailed, or stapled to the walls, rafters, floors or doors. Glitter, rice, and confetti are prohibited in and outside the facility. No open flame candles are allowed in the facility or on exterior patios. Only battery-operated candles are permitted. Table coverings are required (cloth or plastic) for all tables in use. Arches for wedding ceremonies must be self-supporting and placed on a non-marring base.

Equipment: No equipment or supplies provided by the Event Center or Senior Center shall leave the building. No popcorn poppers, fryers, griddles or grilling equipment of any type may be used inside the facilities or on patios or parking lots. A location outside of the building has been designated for this purpose and food may be transported to the facility. Chocolate fountains, cheese machines, fog/smoke machines, glitter, and silly string are prohibited. Fountains and bubbles are limited to the exterior of the facility. All other equipment/machines must be pre-approved by the Event Director.

Floor: Use care to prevent marring floors and staining carpeted areas of the facility. All wheels on scaffolding, carts, and dollies must be non-marring. Do not put any duct tape on any floors! Shoes with cleats or metal plates are restricted.

DJ/Live Entertainment: DJ/Live Entertainment sound equipment should run independent of the Event Center's sound system. The Center's sound equipment is not designed for large bands or high volume performances/music.

Wheels: NO roller blades, roller skates, or skateboards are allowed in the facility or on outside parking areas.

Games: No water activities/games are allowed in the interior of the facility.

Pool Table: Use of Senior Citizen pool tables is prohibited.

Flammable Products & Engines: No gas, oil, or fluid leaks can be allowed and engines are not to be running in the facility.

Minor Children: Children under 13 must be accompanied by an adult.

Lost or Stolen Items: The Lessor is not responsible for items lost or stolen on or in the Laurel Community Center property.

Emergency: Call 911 for immediate or health emergencies. For non-health emergencies at the facility contact the Laurel City Office 402-256-3112.

Severe Weather: There is no designated severe weather or tornado shelter in Laurel Community Center. For updated weather information go www.weather.gov

Cleaning Guidelines

Please put a check by each item that has been completed. After all items have been checked and form has been signed, contact the Event Director at (402) XXX-XXXX before you leave. Cleaning supplies are located in the kitchen or nearby storeroom.

EVENT CENTER - SENIOR CENTER

- 1. Clear the trash left by attendees.
- 2. All trash has been bagged and taken to the dumpster. Trashcan liners have been replaced and trash cans have been returned to their original locations. Liners are located in the kitchen or nearby storage room.
- 3. All chairs and tables have been wet-wiped and dried. They have been set-up or returned to the storage area exactly the way they were found upon arrival. A diagram is located on the storage room door.
- 4. Any food, drink or alcohol spills have been wiped up or wet-mopped.
- 5. Return ALL equipment to the proper storage area.
- 6. All lights are shut off.

KITCHEN - BAR - HALLWAY

- 1. All trash has been bagged and taken to the dumpster. Trashcan liners have been replaced and trash cans have been returned to their original locations. Liners are located in the kitchen or nearby storage room.
- 2. Countertops and appliances have been wet-wiped and dried.
- 3. The floor has been swept and wet-mopped.
- 4. Cooler and freezer doors are shut tight.
- 5. Sinks and countertops are clean and garbage disposal has been ran/waste emptied.
- 6. All lights are shut off.
- 7. All equipment, liquor and food products have been removed from the premises.

RESTROOMS

- 1. All trash has been bagged and taken to the dumpster. Trashcan liners have been replaced and trash cans have been returned to their original locations. Liners are located in the kitchen or nearby storage room.
- 2. Any food, drink or alcohol removed and spills have been wet-mopped.
- 3. All toilets are flushed.
- 4. Paper towel dispensers and toilet paper will be refilled by janitorial staff.
- 5. All lights are shut off.

SOUTH PATIO

- 1. Clear the trash left by attendees.
- 2. All trash has been bagged and taken to the dumpster. Trashcan liners have been replaced and trash cans have been returned to their original locations. Liners are located in the kitchen or nearby storage room.
- 3. The patio has been swept and any food, drink or alcohol spills have been removed by spraying/washing down the patio area.

NORTH GREEN SPACE

- 1. Clear the trash left by attendees.
- 2. All trash has been bagged and taken to the dumpster. Trashcan liners have been replaced and trash cans have been returned to their original locations. Liners are located in the kitchen or nearby storage room.
- 3. The patios have been swept and any food, drink or alcohol spills have been removed by spraying/washing down the area.
- 4. Use of restrooms and/or kitchen during rental of this area requires clean up of those spaces.

*****I understand that the need for any additional cleaning and/or damage to property will result in the forfeiture of all or a portion of my damage deposit. The Lessee further agrees to reimburse the City for all repairs necessitated by such damage.**

LESSEE SIGNATURE

DATE

When Do I Need a Liquor License?

The Alcohol/Tobacco Enforcement Division of the Nebraska State Patrol believes that a liquor license is required for most circumstances to avoid any potential problems. Here is a guide for maintaining compliance with the Nebraska Liquor Control Act. State statutes that are referenced are included at the end for clarification purposes.

1 - Do I need a Liquor License?

- **Are alcoholic beverages involved?** The Nebraska Liquor Control Act defines alcoholic liquor as alcohol, spirits, wine, beer, and any liquid or solid, patented or not. If the beverages or confections or candy you are serving falls within any of these definitions you may need a license. See 53-103.01; 53-103.02; 53-103.03; 53-103.24; 53-103.38; 53-103.42
- **I am hosting a special event. Do I need a license? Is there any one of the following taking place at this event? If so, a Special Designated License would be recommended:**
 - *Money is exchanged (ticket, donation, pass-the-hat, etc.)
 - *The event is advertised (social media, bulletin, newspaper, flyer, etc.)
 - *The event is in a building accessible to the general public
 - *The event is open to the general public

2 - Will alcoholic beverages be sold? The Nebraska Liquor Control Act defines what sell, sale, and to sell means under the Act.

- a. **If I don't take the money, but am only taking orders, is that selling?** The Nebraska Liquor Control Act includes taking an order or soliciting an order as part of the definition of sell. If your event falls into any of those categories, a license is required. 53-103.33; 53-103.35; 53-103.36
- b. **If I'm not selling alcohol, but it's included in the price of an event, do I need a license?** It is our opinion that if money is paid to attend or participate in an event and alcohol is included as part of that price, then alcohol is being sold and a license is required. This includes charity events, fundraisers that include a meal, or where other entertainment is included in addition to alcohol being available to those in attendance. This also including free will donations and throwing money into the hat. It's not required that anyone actually consume alcohol, but if alcohol is included in the purchase price to gain admission, then it is part of the sale and a license is required. 53-1,100, 53-168.06 and 53-189 addresses who needs a liquor license.
- c. **If I give the alcohol away, that means I don't need a license, right?** The Nebraska Liquor Control Act provides that alcohol cannot be given away to avoid any other requirements of the Liquor Control Act. You cannot give alcohol away to avoid the requirement for a liquor license. 53-189
- d. **If we let people bring their own we don't need a license.** The Nebraska Liquor Control Act provides that any place open to the public where alcohol is allowed to be consumed, is required to be licensed. 53-103.11 defines consume. A license is required if alcohol is allowed to be consumed even if those attending bring their own alcohol.

e. **So then, if it's not open to the public and it is a private party or event, is a license required?** 53-186.01 does not specify what open to the public means, so NLCC takes a common sense approach:

- o if there is a guest list prepared in advance and no persons not on the list is allowed entry,
- o if there is no advertising of the event,
- o if there is no social media postings of the event,

then NLCC deems it a private event and would agree no liquor license is required. However, if the list is ignored and public access is granted to the event and there is uncontrolled access to the alcohol then it would not be considered a private event.

f. **Will alcoholic beverages be consumed or sampled?** The Nebraska Liquor Control Act also defines these two terms. 53-103.11; 53-103.34

3- If I am selling out of my house, or taking my beverages for sampling and possible sale to private residence, is a license needed?

Sales and sampling have been addressed above. The venue or location of the sale would apply regardless of the type of building. Statute 53-178 prohibits selling alcohol in dwellings accessible to the public. Statute 53-198 provides for liens to be placed on premises that are found to be operated in violation of the act and a method to declare them a common nuisance. These two provisions may not always be applicable to private residences.

STATUTE REFERENCES:

QUESTION 1

53-103. Definitions, where found.

For purposes of the Nebraska Liquor Control Act, the definitions found in sections 53-103.01 to 53-103.42 apply.

53-103.01. Alcohol, defined.

Alcohol means the product of distillation of any fermented liquid, whether rectified or diluted, whatever the origin thereof, and includes synthetic ethyl alcohol and alcohol processed or sold in a gaseous form. Alcohol does not include denatured alcohol or wood alcohol.

53-103.02. Alcoholic liquor, defined.

(1) Alcoholic liquor includes alcohol, spirits, wine, beer, and any liquid or solid, patented or not, containing alcohol, spirits, wine, or beer and capable of being consumed as a beverage by a human being. Alcoholic liquor also includes confections or candy that contains more than one-half of one percent alcohol.

(2) The Nebraska Liquor Control Act does not apply to (a) alcohol used in the manufacture of denatured alcohol produced in accordance with acts of Congress and regulations adopted and promulgated pursuant to such acts, (b) flavoring extracts, syrups, medicinal, mechanical, scientific, culinary, or toilet preparations, or food products unfit for beverage purposes, but the act applies to alcoholic liquor used in the manufacture, preparation, or compounding of such products or confections or candy that contains more than one-half of one percent alcohol, or (c) wine intended for use and used by any church or religious organization for sacramental purposes.

53-103.03. Beer, defined.

Beer means a beverage obtained by alcoholic fermentation of an infusion or concoction of barley or other grain, malt, and hops in water and includes, but is not limited to, beer, ale, stout, lager beer, porter, near beer, flavored malt beverage, and hard cider.

53-103.24. Near beer, defined.

Near beer means beer containing less than one-half of one percent of alcohol by volume.

53-103.38. Spirits, defined.

Spirits means any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin, or other spirituous liquors and such liquors when rectified, blended, or otherwise mixed with alcohol or other substances.

53-103.42. Wine, defined.

Wine means any alcoholic beverage obtained by the fermentation of the natural contents of fruits or vegetables, containing sugar, including such beverages when fortified by the addition of alcohol or spirits.

See NLCC's website: www.lcc.nebraska.gov Click "Special Designated License" under the Licensing Tile for further information on how to apply for this type of license.

QUESTION 2

53-103.11. Consume, defined.

Consume means knowingly and intentionally drinking or otherwise ingesting alcoholic liquor.

53-103.33. Sale, defined.

Sale means any transfer, exchange, or barter in any manner or by any means for a consideration and includes any sale made by any person, whether principal, proprietor, agent, servant, or employee.

53-103.35. Sell, defined.

Sell means to solicit or receive an order for, to keep or expose for sale, or to keep with intent to sell.

53-103.36. Sell at retail and sale at retail, defined.

Sell at retail and sale at retail means sale for use or consumption and not for resale in any form except as provided in section 53-175.

53-1,100. Violations; general penalty.

Any person (1) who manufactures, imports for distribution as a wholesaler, or distributes or sells alcoholic liquor at any place within the state without having first obtained a valid license to do so under the Nebraska Liquor Control Act, (2) who makes any false statement or otherwise violates any of the provisions of the act in obtaining any license under the act, (3) who, having obtained a license under the act, violates any of the provisions of the act with respect to the manufacture, possession, distribution, or sale of alcoholic liquor or with respect to the maintenance of the licensed premises, or (4) who violates any other provision of the act for which a penalty is not otherwise provided, shall for a first offense be guilty of a Class IV misdemeanor and for a second or subsequent offense shall be guilty of a Class II misdemeanor. Each day any person engages in business as a manufacturer, wholesaler, or retailer in violation of the act shall constitute a separate offense. In any prosecution in which a person is charged with an offense arising out of the failure to obtain a valid license as provided in subdivision (1) of this section, evidence of the failure of the accused to produce such license upon demand shall constitute prima facie proof that a license has not been issued by the commission to such person.

53-168.06. General prohibition; exceptions.

No person shall manufacture, bottle, blend, sell, barter, transport, deliver, furnish, or possess any alcoholic liquor for beverage purposes except as specifically provided in the Nebraska Liquor Control Act. Nothing in the act shall prevent (1) the possession of alcoholic liquor legally obtained as provided in the act for the personal use of the possessor and his or her family and guests; (2) the making of wine, cider, or other alcoholic liquor by a person from fruits, vegetables, or grains, or the product thereof, by simple fermentation and without distillation, if made solely for the use of the maker and his or her family and guests; (3) any duly licensed practicing physician or dentist from possessing or using alcoholic liquor in the strict practice of his or her profession, any hospital or other institution caring for the sick and diseased persons from possessing and using alcoholic liquor for the treatment of bona fide patients of such hospital or other institution, or any drug store employing a licensed pharmacist from possessing or using alcoholic liquor in the compounding of prescriptions of licensed physicians; (4) the possession and dispensation of alcoholic liquor by an authorized representative of any religion on the premises of a place of worship, for the purpose of conducting any bona fide religious rite, ritual, or ceremony; (5) persons who are sixteen years old or older from carrying alcoholic liquor from licensed establishments when they are accompanied by a person not a minor; (6) persons who are sixteen years old or older from handling alcoholic liquor containers and alcoholic liquor in the course of their employment; (7) persons who are sixteen years old or older from removing and disposing of alcoholic liquor containers for the convenience of the employer and customers in the course of their employment; (8) persons who are sixteen years old or older from completing a transaction for the sale of alcoholic liquor in the course of their employment if they are not handling or serving alcoholic liquor; or (9) persons who are nineteen years old or older from serving or selling alcoholic liquor in the course of their employment.

53-189. Giving or selling liquor to evade law declared unlawful.

The giving away or delivery of any alcoholic liquor for the purpose of evading any provision of section 53-188 or the taking of orders or making of agreements, at or within any governmental subdivision, while such sales are prohibited, for the sale or delivery of any alcoholic liquor, or any other shift or device to evade any provision of the Nebraska Liquor Control Act, shall be held to be an unlawful selling.

53-186.01. Consumption of liquor in public places; license required; exception; violations; penalty.

(1) It shall be unlawful for any person owning, operating, managing, or conducting any dance hall, restaurant, cafe, or club or any place open to the general public to permit or allow any person to consume alcoholic liquor upon the premises except as permitted by a license issued for such premises pursuant to the Nebraska Liquor Control Act.

(2) It shall be unlawful for any person to consume alcoholic liquor in any dance hall, restaurant, cafe, or club or any place open to the general public except as permitted by a license issued for such premises pursuant to the act.

(3) This section shall not apply to a retail licensee while lawfully engaged in the catering of alcoholic beverages.

(4) Any person violating subsection (1) of this section shall, upon conviction thereof, be subject to the penalties contained in section 53-1,100.

(5) Any person violating subsection (2) of this section shall be guilty of a Class III misdemeanor.

53-103.11. Consume, defined.

Consume means knowingly and intentionally drinking or otherwise ingesting alcoholic liquor.

53-103.34. Sampling, defined.

Sampling means consumption on the premises of a retail licensee of not more than five samples of one fluid ounce or less of alcoholic liquor by the same person in a twenty-four-hour period.

QUESTION 3

53-178. Sale at retail; forbidden in dwelling or lodging house; exceptions.

Except in the case of hotels and clubs, no alcoholic liquor shall be sold at retail upon any premises which have any access which leads from such premises to any other portion of the same building or structure used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public. This provision shall not prevent any connection between such premises and such other portion of the building or structure which is used only by the licensee, his family and personal guests.

53-198. Places operated in violation of act; declared common nuisances; violations; penalty.

Any room, house, building, boat, structure, or place of any kind where alcoholic liquors are sold, manufactured, bartered, or given away in violation of the Nebraska Liquor Control Act or where persons are permitted to resort for the purpose of drinking same in violation of the act, or any place where such liquors are kept for sale, barter, or gift in violation of the act, and all such liquors, and all property kept in and used in maintaining such a place, are each and all of them hereby declared to be a common nuisance. Any person who maintains or assists in maintaining such common nuisance shall be guilty of a violation of the act. If it is proved that the owner of any building or premises has knowingly suffered the same to be used or occupied for the manufacture, sale, or possession of alcoholic liquors contrary to the provisions of the act, such building or premises shall be subject to a lien for and may be sold to pay all fines and costs assessed against the occupant of such building or premises for any violation of the act. Such lien shall be immediately enforced by civil action in any court having jurisdiction by the county attorney of the county wherein such building or premises is located or by one of the assistant attorneys general assigned to the commission when directed by the commission.