

THE KIRKLAND

CONFERENCE & EVENT FACILITY CONTRACT & RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Senate Room Maximum Capacity:

- Standing Reception - 110
- Seated Dinner - 72 (5' round max size recommended)
- Classroom - 50
- Seated Lecture – 100

Cloak Room Maximum Capacity:

- Standing Reception - 35
- Classroom - 15
- Seated Lecture – 30

Room(s) Needed (*Check one or both*): Senate Room: _____ Cloak Room: _____

Date: _____ Event Date: _____

Event Title: _____

Event Type/Purpose: _____

Actual Event Starting Time*: _____ Ending Time*: _____
(*Be sure to include time for setup and cleanup*)

Renter information:

Renter Name: _____

Organization Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____ Cell Phone: _____

Event Contact Person: _____

Phone: _____ Email: _____

The "Renter", agrees to rent the indicated space from **RUPCO, INC.** during the stated time, in accordance with the terms of this rental contract. The space will be available to the renter during the times stated on the face of this contract ONLY.

*The renter should include sufficient time for set up and clean up within the access times noted.

Estimated Number in Attendance: _____

Will you need Wifi? Yes: _____ No: _____ If yes, be sure to request password when you pick up the keys.

Will you need access to media system for presentations? Yes: _____ No: _____ If yes, be sure to provide time to be trained on setup and use.

Will you need PA System? Yes: _____ No: _____ If yes, be sure to provide time to be trained on setup and use.

Will you serve any food or beverage at the event? Yes: _____ No: _____

If yes, what? (Check all that apply.)

Snacks only (Coffee, juice, soda, cookies etc.) _____

Lunch _____

Dinner _____

Alcoholic Beverages _____

Other – Describe briefly: _____

Will your use of the facility require catering? Yes: _____ No: _____

Caterer Information:

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____

In consideration of payment of the rental fee and the agreement of the renter to comply with this contract, The Kirkland space with existing tables and chairs will be available to the Renter for the times set forth above. By signing this contract, Renter agrees to the following:

I. Room Rental Rates and Fees (Setup to Cleanup) Minimum of 3 hours:

- A. Administrative Fee for each use of building: \$25
- B. Rental Rate:
 - a. Senate Room \$75/hour
 - b. Cloak Room \$25/hour

II. Payment:

- A. Deposit. The nonrefundable administrative fee of \$25 reserves your space at The Kirkland on the date and time outlined in this agreement and is due at the time of the completion of this contract.
- B. Key / Cleaning & Damage Deposits. ***A Refundable key deposit of \$25 and a refundable cleaning deposit of \$75 are required 48 hours prior to the use date unless other arrangements have been made.*** Deposits will be returned to the Renter upon return of the keys and satisfactory inspection of the rented facility after use. Portions of the deposit will be retained to compensate for any damages or additional cleanup cost attributable to the renter. Renters will be given keys to access the portions of the property which they have rented. ***Keys must be picked up before 4:00pm on the day of the event for normal business day events. For weekend and holiday events, the keys must be picked up before 4:00pm on the last business/working day prior to the event.*** A driver's license or other identification must be presented by the person picking up the keys. Keys may not be duplicated under any circumstances and must be returned before 4:00 pm on the first business day following the event. In the event keys are not returned in a timely basis, renters may be charged a fee for replacement of locks and key deposit will be kept.
- C. Rental Fee. ***The rental fee is due in full 48 hours prior to the use date unless other arrangements have been made.***

- D. Insurance Certificate. Renter must provide a certificate of liability insurance that names RUPCO, INC. as additional insureds as interests may appear for the period of time the property is being rented.
- E. Cancellation/Refund. If renter cancels the event with less than 30 days' notice RUPCO, INC. retains the non-refundable deposit but returns any other fees that may have been paid. If RUPCO, INC. cancels the event, all fees are will be returned.
- F. Returned Checks. There will be a \$30.00 fee for any returned check.
- G. Tax exempt status. For organizations with tax exempt status, the Kirkland must be in receipt of a copy of the client's tax exempt form at the time of signing the contract.
- H. If this contract is signed on behalf of a corporation, partnership, Limited Liability Company of other business organization, the undersigned represents and warrants that such signatory, having a financial or other interest therein, hereby individually and personally guarantees the full and prompts payment of all amounts which become due under this contract. In the event that RUPCO, INC. is required to initiate legal proceedings in order to collect sums due hereunder, it shall be entitled to the award of all amounts so expanded, including reasonable counsel fees and costs.
- I. Payment. All payments must be by check payable to the RUPCO, INC. or by credit card. Two party checks are not accepted.

2. Set Up - Clean Up – Caterers & Rented Equipment

- A. Set-Up. Access to the facilities for setting up, including Caterers set-up, will be during the hours stated on the face of this contract ONLY. **We do not provide linens, silver or tableware.** Renter is totally responsible for all set-up and break down, including stacking of all tables and chairs and other equipment used during the event, unless an equipment setup fee has been paid. RUPCO, INC.'s sole responsibility is to supply the above rented space with tables and chairs along with trash cans and liners.
- B. Clean-Up. The premises must be left in as good condition and repair as found at the beginning of the rental period. All food, beverages and equipment and supplies must be removed after each use. Any catering areas used must be cleaned and left in "as found or better" condition. All trash must be removed from the building and placed in an appropriate dumpster located to the right of the loading dock. All floors must be swept and/or vacuumed after the use of space. If using the kitchen area(s), they too must be cleaned (including stoves). Renter must immediately take care of any major spillage. If the Renter is unable to remove spillage, RUPCO, INC. will have the affected area professionally cleaned at the Renter's expense.
- C. Decorations. Except with prior written consent of the CFO. Renter shall not (a) cause or permit the facilities to be injured, marred, or in any manner defaced or changed; (b) place any nails, hooks, tacks, screws or other fasteners into any part of the facilities; (c) place or permit to be placed signs on painted walls in any part of the facilities. No decorations such posters, pictures or banners are to be fastened to walls woodwork or curtains inside or out.
- D. Rented Equipment. All rented equipment and supplies must be delivered the day of the event during the hours specified on the face of this Contract and picked up before 10:30 am the following morning, unless special arrangements have been made with RUPCO, INC. Management. All glass, flatware and plate rentals must be rinsed and neatly stacked in the kitchen area along with linens and any additional rentals.
- E. Caterers. Caterers must have proper licenses and liability insurance coverage. There will be NO preparation of raw food or re-frying of fully prepared foods in the kitchen. The caterers must be fully compliant with Ulster County Health Department codes. RUPCO, INC. requires that a copy of the Caterer's Certificate of Insurance be made available for its files at least two weeks prior to the catered event.
- F. Equipment. All Caterers' equipment must be removed the day of the event or by 10:30 am the morning following the event. RUPCO, INC. is not responsible for any lost or stolen Caterer's, or Renters' property or equipment rented for use by the Caterer of Renter.

3. Facility Use and Damage.

- A. **Compliance.** Renter agrees that any use of the Kirkland's facilities will comply with all statutes, ordinances, rules and regulations issued by Federal, State and municipal governments, including all rules of the Kingston Police and Fire Departments and the New York State Liquor Authority.
- B. **Licenses & Payments.** Renter agrees to obtain or collect and pay and deliver to the proper governmental agency or regulating authority, any and all license fees. Permits, royalties and taxes required in connection with the use of the facilities.
- C. **Hazardous Material.** Renter agrees not to bring on to the premises any material, substance, equipment or object which is likely to endanger the life of, or cause bodily injury to any person or property of which is likely to cause a hazard.
- D. **Destruction.** If the Kirkland's facilities are destroyed or damaged by fire or any other cause or unforeseen occurrence that shall make the fulfillment of the Agreement impossible, then this Rental Contract shall terminate, payments will be returned and Renter waives all rights to any claims against the Kirkland.
- E. **Amplified Sound Levels.** RUPCO, INC. reserves the right to demand adjustment of the volume of any music or entertainment at their discretion.
- F. **Conduct.** Renters' guests are only allowed in event rooms and public areas contracted for the event. The undersigned is hereby held responsible for damages to any personal and real property caused by the Renter or their guests or contractors. RUPCO, INC. assumes no responsibility for any personal property, whether delivered to The Kirkland by the Renter, his agent, or other third parties.

Release and Waiver of Liability and Indemnity Agreement

In consideration of being permitted to utilize The Kirkland, the undersigned, individually or as the authorized agent of the entity using the facility as the cause may be, the undersigned's officers, members, employees, guests and (hereinafter referred to as the "Renter") hereby acknowledges, agrees and represents that he/she has inspected, or immediately upon entering the facility will inspect such premises and facilities. It is further warranted that use of the facility by the Renter constitutes an acknowledgment that the Kirkland thereon has been inspected and that the Renter finds and accepts same as being safe and reasonably suited for the Renter's us.

RENTER HEREBY RELEASES, WAIVES, AND COVENANTS NOT TO SUE FOR, AND RENTER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RUPCO, INC., ITS AFFILIATES, DIRECTORS, OFFICERS AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "RELEASED PARTIES") FROM AND AGAINST ANY ECONOMIC OR NON-ECONOMIC LOSSES, LIABILITIES, DAMAGES, SUITS, ACTIONS, CLAIMS, ATTORNEY'S FEES, COSTS, EXPENSES, OR DEMANDS, OF EVERY KIND AND NATURE WHATSOEVER, WHETHER FOR BODILY INJURY, PROPERTY DAMAGE, DEATH, OR LOSS OTHERWISE, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTIES, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW, ARISING FROM, OR ALLEGED TO HAVE ARISEN FROM, RENTER'S PRESENCE, OBSERVATION, OR USE AT OR IN THE KIRKLAND, AND/OR THE PRESENCE, OBSERVATION OR USE OF ANY GUESTS, INCLUDING ANY MINORS, ACCOMPANYING RENTER, AT OR IN THE KIRKLAND.

RENTER VOLUNTARILY AGREES TO INDEMNIFY, HOLD HARMLESS, ASSUME FULL RESPONSIBILITY FOR, AND DEFEND THE RELEASED PARTIES FROM ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE WHILE RENTER OR GUESTS, INCLUDING ANY MINORS, ACCOMPANYING RENTER, ARE PRESENT IN, OBSERVING OR USING THE KIRKLAND FACILITIES, OR ARISING OUT OF OR IN ANY WAY CONNECTED TO RENTER'S OR GUEST, INCLUDING ANY MINORS, ACCOMPANYING RENTER, PRESENCE IN, OBSERVATION OF OR USE OF THE KIRKLAND, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTIES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

Renter assumes full responsibility for any items lost or stolen while Renter is present in, observing or using the Kirkland.

Renter agrees to abide by all rules promulgated by the Released Parties while Renter or Renter's guests, including any minors, accompanying Renter, are present in, observing or using the Kirkland.

Renter understands that fees discussed in this rental contract are not deductible as charitable tax contributions.

Renter also states that Renter is not under the influence of any chemical substance, including, but not limited to, medications, illegal drugs, and/or alcohol, at the time of execution of this contract, and will not be under the influence of any chemical substance, including, but not limited to, medications, illegal drugs, and/or alcohol, during the observation or use of the Kirkland.

Renter further expressly agrees that this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY cannot be altered in any way, and is intended to be as broad and inclusive as is permitted by New York State law, and that if any portion of this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY is held invalid, Renter agrees that the balance shall, notwithstanding, continue in full legal force and effect.

Renter fully understands that Renter's entrance, observance or use of the Kirkland is entirely voluntary. Renter has read and understood this contract and this release and waiver of liability and indemnity agreement, has voluntarily signed, and agrees that no oral representations, statements, or inducement apart from this written agreement have been made to Renter.

Accepted and Guaranteed by Renter:

Print Name Title

Signature

Date

Approved by RUPCO:

Print Name Title

Signature

Date

KIRKLAND USE CHECKLIST

When you leave the building:

- Everything that was brought in should be removed or can be stored in the kitchen or in place until the next business day when it must be removed.
- Floors should be swept and/or mopped if necessary.
- Any kitchen items used should be washed and returned where they were found.
- Coffee makers must be unplugged.
- **ALL** doors must be locked.

The following items must be clean and present:

PA System

- (1) ProFX PA system
- (1) Wireless receiver
- (2) Wireless microphone
- (1) Wired microphone
Stored in top compartment of PA cabinet
- (2) Microphone Stands
- (2) Speakers/Tripods
- (1) Auxillary cable (*Connected to input 7/8 and stored on bottom open shelf*)

(1) RUPCO Podium

(1) Tabletop Podium (*Stored in Kitchen*)

(3) Whiteboard/Flipchart stands

(1) Orange extension cord on a roll with power strip (*Stored in Kitchen*)

Tables

- (4) 8' Plastic tables
- (3) 6' Plastic tables
- (1) 4' Plastic table
- (14) Wooden tables

Chairs

- (19) Printed chairs (*Cloak Room*)
- (84) Black folding chairs (*rack in Kitchen*)

(2) Large Garbage Cans (*Kitchen*)

(1) Small Garbage Can

(1) Water Cooler in Senate Room

Cleaning Supplies (ie: Brooms, mops, etc.) in Kitchen Closet

(5) Glass coffee pots

(4) Thermos pump pots

(2) Industrial Coffee maker units

Keys may not be duplicated under any circumstances and must be returned before 4:00 pm on the first business day following the event.

Agreed by:

Print Name:

Sign Name:

Date: