The Lark: Facility Use Policies

Please read carefully before signing rental agreement

- 1. The Renter shall have use of The Lark on the rental date(s) outlined in the rental agreement..
- 2. The Lark reserves the right to rent the facility to more than one Renter on any day, if it is determined that there will be no conflicts of use or time.
- 3. Payment of rent entitles the Renter to the use of the building. Use of tables, chairs and other equipment must be arranged prior to the event and are included in the rental fees. The Lark will provide service for set-up of the table and chairs. The Renter is responsible for stacking chairs at the end of the event prior to leaving.

 The Renter is responsible for leaving the facility in the condition in which it was provided. The Lark reserves the right to assess a damage fee.
- 5. The Renter shall be responsible for the conduct of all persons present at The Lark during the term of the agreement. The Lark is not responsible for any injuries that occur during the time of rental.
- 6. It shall be the responsibility of the Renter to maintain the facility in good condition. Any damage to or misuse of The Lark building which occurs during the term of this Agreement, shall be the responsibility of the Renter. The Lark reserves the right to assess a damage fee.
- 7. Property of the Renter or its invitees, such as decoration, may be used by the Renter, but use of any such items which are to be fastened in any manner to any walls, floors, ceilings, etc., <u>must be approved by The Lark</u>. All such items must be removed by the Renter prior to the end of the rental time. The Renter shall be responsible for the cost of restoring or repairing any part of the structure to its condition prior to installation and removal of all such items. No property of The Lark may be removed from walls without prior discussion.

Decorating Notes: All decorating must be set up and removed during your rental period. No exceptions! We do not allow the next day clean up. All personal items must be removed from The Lark the night of the event. We prohibit the use of glitter, birdseed, or small confetti.

- 8. The renter will be responsible to arrange for any and all food served during the time outlined in the Rental Agreement. Any catering service contracted by the Renter must be currently licensed in the State of Nebraska. The Lark may request a copy of the license.
- 9. In renting the facility, The Lark does not relinquish the right to manage and control the facility. The Lark may enforce any rules and regulations it deems necessary. Any Lark official, employee, or designated representative may enter the property at any time and will most likely be onsight..
- 10. When use includes the dispensing of alcoholic beverages, the Renter may be asked to provide, at its expense, a security guard. The number of security personnel required shall be determined by The Lark. When security personnel are required, they shall be onsite from the time alcohol is served until the end of the event for an extra hourly fee.
- 11. The Renter agrees to indemnify The Lark and hold it harmless for any claim, demand, suit or cause of action which may arise out of the use of the facility by the Renter or any of its guests or invitees, except those claims, demands, suits, or causes of action arising due to negligence of The Lark.

- 12. This agreement may not be reassigned by the Renter.
- 13. Renter's use of The Lark shall not violate any local, state or federal law.
- 14. Any rule or requirement contained herein may be waived or modified by The Lark upon request of the Renter or at The Lark's initiative. Any such modifications shall be noted on the Agreement and initiated by authorized representatives of both parties.
- 15. Cancellation Policy: This agreement may be canceled by either party at any time.

If the rental is canceled due to an act of God or inclement weather conditions, the full rental fee (including \$100 deposit) will be refunded.

More than 60 days: If the Renter cancels with more than 60 days notice, the rental fee may be refunded minus the non-refundable \$100 deposit.

Less than 60 days: If the Renter cancels less than 60 days of the day of use, then one half of the rental fee will be refunded to the Renter, and the other half of the rental fee shall be retained by The Lark.

Reservation and Payment: Deposit of \$100 due at the time of reservation, <u>remaining payment is due</u>
(30) days before the event. Reservation is not confirmed until rental agreement has been received with deposit.