

**Neosho Memorial Regional Medical Center
SEK Impact Conference Center**

Facility Use Contract

This Facility Use Contract is made and entered into by and between NEOSHO MEMORIAL REGIONAL MEDICAL CENTER, c/o SEK Impact Conference Center, 1500 W. 7th St, Chanute, Kansas 66720 (NMRMC), the Party of the first part and _____(USER), the Party of the second part for the use of the SEK Impact Conference Center (Facility).

1. USER Information

Business/Organization Name:

Contact Name:

2. Full Event Disclosure

- a. For and in consideration of the fees and charges hereinafter provided, and the mutual agreements contained herein, and subject to the terms and the conditions hereinafter stated, NMRMC agrees to allow USER to use the Facility Premises described below located in the SEK Impact Conference Center on Neosho Memorial Regional Medical Center campus in Chanute, Kansas.
- b. USER shall fully disclose the intended use of the Facility when they request a reservation.
- c. NMRMC reserves the right to cancel the reservation or adjust rental fees to align to the actual use of the Facility if the content of the Event was not fully disclosed during the booking process.

3. Reservation

- a. The term for use of the Facility Premises shall be the following date(s) and the period of time during each date:

Date(s) and Time(s): _____

The USER shall have the right to occupy, and use said Facility Premises for the following purpose and no other:

Event Title: _____

Event Type: _____

- b. In accordance with the Rental Rates below, the USER shall pay NMRMC 848.00 for the use of said space and estimated staffing.

Note: Caterer's prep kitchen usage is open to all users. If USER only rents one room, another user might also be utilizing the kitchen.

Facility Area(s) of Use (Choose from the list below):

- Entire Conference Center Facility (Capacity = 300), \$1200 per day
- Entire Conference Center Facility (Capacity = 300), \$400 per half a day. Not to exceed 4 hours.
- Room 1 (Capacity = 100), \$400 per day
- Room 2 (Capacity = 100), \$400 per day
- Room 3 (Capacity = 100), \$400 per day

4. Billing and Payments

- a. USER is required to pay a 50% deposit to NMRMC within ten (10) calendar days of entering into this Agreement unless the Facility Coordinator approves other arrangements.
- b. Payment will be accepted through Credit Card or via checks made payable to Neosho Memorial Regional Medical Center. Contact Coordinator to arrange Credit Card payment.
- c. Additional services or fees incurred by the USER on the day of the Event will be billed out following the Event on the Final Invoice.
- d. USER is to pay the Final Invoice within 15 days of the billing date, or late fees will be applied.
- e. Alternative payment procedures may be approved by the Coordinator when applicable.

Describe alternative payment procedures:

5. Merchandise

- a. The USER must request permission to use the lobby to sell performance related merchandise at least two (2) weeks in advance of Event.
- b. USER is responsible for the collection and payment of all applicable sales tax.

6. Cancellations and Refunds

- a. USER is entitled to a full refund of the reservation deposit if the USER provides NMRMC with written notice of cancellation thirty (30) days or more prior to the date reserved.
- b. If the USER provides NMRMC with written notice of cancellation fifteen (15) to twenty-nine (29) days prior to the date reserved, USER is entitled to a refund of half of the reservation deposit.

- c. If written notice of cancellation is received less than fifteen (15) days prior to the date reserved, USER shall forfeit the reservation deposit.

7. Force Majeure Clause

- a. Force Majeure shall mean an Act of God; earthquake, severe inclement weather, terrorist acts, riots, epidemics, utility failure, strikes, unavoidable interruption of transportation service, any act or order of public authority, including but not limited to Hospital Officials, or any other legitimate cause beyond the control of the SEK Impact Conference Center Staff.
- b. In the event of a Force Majeure, NMRMC is hereby relieved of any liability whatsoever to the USER should any performance be missed, canceled, or should NMRMC be unable to meet its obligations under this Contract. "USER Force Majeure" shall include the same elements as NMRMC Force Majeure beyond the control of USER and shall, in addition, mean the serious illness or death of either USER or a member of the USER immediate family, or USER pregnancy.
- c. In the case of a Force Majeure event, each Party shall be relieved of its obligations hereunder with respect to performance(s) so prevented on account of such cause.
- d. In the event a performance does not occur because of a force majeure event, the Parties shall use their best efforts to reschedule the performance(s) at the earliest date(s) that is/are convenient for both Parties and under the terms of this Contract.
 - i. No provisions in the Contract can be misconstrued to provide for any payment for anything other than a successfully executed event.
 - ii. Any expenditure must be clearly described in the Contract and technical rider at the time of contract signing.
 - iii. No cash payments will be made for any reason. No changes can be made to the technical rider after contracts are signed that would raise costs for the NMRMC, unless those changes are mutually agreed upon, in writing, by the facility Coordinator.
- e. USER hereby expressly waives all claims for compensation for any and all losses or damage sustained by reason of any defect, deficiency, failure or impairment of the water supply system, drainage system, or electrical system leading to, in, or from the Facility.
- f. In the event, the Facility or any part thereof is damaged by fire or if for any other reason, including strikes, failures of utilities, or any act of God, which, in the judgment of the Administration of Hospital Theater renders the fulfillment of the Contract by NMRMC impossible, the USER hereby expressly releases, discharges, and will save harmless NMRMC and its agents for any and all demands, claims, actions, and causes of actions arising out of any of the causes aforesaid.

8. WI-FI

- a. NMRMC has an extensive wireless internet network in the Facility that requires a login to be set up in advance of the Event. Coordinator will provide login information prior to the Event.

9. Catering Services

- a. USER agrees to make arrangements for catering and provide the details to Coordinator at least 3 business days prior to the EVENT. A list of possible caterers is available on the website. Sekimpact.com
- b. The USER agrees to abide by all state and local laws on the consumption of alcoholic beverages in an event/conference space.
 - i. USER(s) that wish to consume alcoholic beverages, must request such uses in writing.

10. Copyright Law

- a. Copyright laws must be followed in the Facility.
 - i. In the Event any material, composition, or name to be used or performed in the Facility has been duly copyrighted, the USER shall be responsible for securing, prior to use, or employing such material, composition, or name, the approval of the owner or licensee of such copyright. The USER agrees to be fully responsible for any fees, royalties, and licenses in connection to it. Furthermore, the USER shall indemnify and hold NMRMC harmless from any claims, expenses, or suits for copyright infringements, resulting from the performance as Contract.
- b. The USER agrees to be fully responsible for any fees, royalties, and licensees in connection therewith.
- c. The USER shall indemnify and save NMRMC harmless from any and all claims, expenses, or suits for copyright infringements, which may arise from the execution of this Contract.
- d. NMRMC makes no claim to ownership over any use of the material on the part of the USER or their agents, excluding any NMRMC or NMRMC Logos overlaid on the video.

11. Audio, Visual, Lighting and Other Special Equipment

- a. Facility rental includes Video Projection and Sound equipment.

- b. The operation of the equipment in the Facility is restricted to the professional staff approved by the Facility.

12. Sets, Decorations, Scenery

- a. The NMRMC Coordinator or his designee must approve sets, Decorations, and Scenery in the NMRMC prior to installation.
- b. Removal of Sets, Decorations, Scenery, and Props
 - i. The USER is responsible for the removal of all Sets, Decorations, Scenery, and Props immediately following the Event unless alternative arrangements are approved by the facility Coordinator or his/her designee.
 - ii. Sets, Decorations, Scenery, and Props left behind after an event are considered abandoned property and will be disposed of according to the abandoned property policy. (Section 15. Responsibilities, Line f.)
- c. A per day/per item storage fee may be charged to the USER if the USER leaves items in the building after the end of their Event or has items delivered to the building outside of Facility rental times. The fee will be the same as the daily/hourly Facility rental fee.
- d. NMRMC shall have no responsibility for the safety and security of any property belonging to the USER or those persons participating in the use of the Facility by USER.
 - i. USER expressly releases and discharges NMRMC for any and all liabilities for any loss, injury, or damages to any such property.

13. Prohibited Uses and Exceptions

It is understood and agreed that the USER shall comply with the following Facility restrictions:

Prohibited Entry: This Facility Use Contract is for the Conference Center space only. USER will ensure that no person enters any other spaces located in the Southeast Kansas Impact Center. Prohibited entry by the USER or any individual attending a USER function will result in immediate cancellation of the event and prohibition on future rentals by the USER.

- a. Damage
 - i. USER shall be liable for all damage to Facility and equipment incident to the USER'S use of said Facility, normal wear and tear excepted.
 - ii. USER shall be held financially responsible for any damages resulting from their Event.

- iii. Damage repairs will be billed back to the USER at cost plus a 5% service fee to cover administrative costs.
- b. Candles/ Open Flames/ Burning
 - i. No candles, open flame, or the burning of any substance are allowed.
- c. Confetti, Faux Snow, Glitter
 - i. No confetti, faux snow, or glitter is allowed in the building. These can get into the floor air ducts and equipment. It is difficult to clean out once introduced.
- d. Fog, Dry Ice, Bubble, or Smoke Machines
 - i. No fog, dry ice, bubble, or smoke machines are allowed inside the Facility.
- e. Gambling
 - i. Any gambling-related activity that is a violation of the law is prohibited within the Facility, including any and all support areas.
- f. Hanging Items
 - i. Nothing is to be affixed to the drapes, vinyl wall covering, ceilings, wood surfaces, windows, columns, doors, or walls.
 - ii. All OSHA Rules and industry best practices must be followed for the use of ladders and lifts.
- i. Reckless Behavior
 - i. Reckless behavior is prohibited and is defined as (but not limited to) any behavior that could lead to injury, damage to the building, or disruption of activities in the Facility.
- g. Tobacco Products (Smoke-Free Campus)
 - i. The use of tobacco products, including smoking, vaping, and smokeless tobacco on the campus of NMRMC or in the Facility, is strictly prohibited.
- h. Controlled Substances
 - i. The use of Controlled Substances on the campus of NMRMC is strictly prohibited and will constitute a contract breach.
 - ii. No Drugs should be brought on-site; any drugs or drug paraphernalia will be reported to the local police authorities if seen without any warning. As an agency of public health, we have a zero-tolerance policy.

- i. Weapons
 - i. Weapons are prohibited on campus by Hospital policy and, as such, are not allowed in the SEK Impact Conference Center.
 - ii. Prop firearms may be allowed and are defined as weapons that are incapable of firing a projectile.
- j. USER agrees not to bring onto the premises any material, substance, equipment, or object which is likely to endanger the life or cause bodily injury to any persons on the premises or which is expected to constitute a hazard to the property.
 - i. The NMRMC shall have the right to refuse to allow such material, substance, equipment, or object to be brought onto the premises and further require its immediate removal if found on-premises.

14. Endorsements and IMPACT/NMRMC Logo(s)

- a. USER may not use NMRMC's names or marks, or imply NMRMC endorsement or support, without written permission from an authorized NMRMC official. For directional purposes only can NMRMC's name be used in this way: "Your Event Name, located at the SEK Impact Conference Center on the campus of Neosho Memorial Regional Medical Center." Do not imply that NMRMC is hosting or is a supporter of your event unless previously approved by NMRMC Communications Officer.

15. Responsibilities

- a. The NMRMC staff reserve the right to control and manage the Facility and reserve the right to enforce all necessary and proper rules for the management and operation of the same.
- b. The administration of NMRMC and its employees shall have full access to all spaces at all times occupied by the USER. However, interruptions will be on an as-needed basis only.
- c. USER shall use and occupy the Facility safely, carefully, and shall comply with all applicable municipal, state, and federal laws, rules, and regulations as prescribed by the fire and police departments and other governmental authorities, as may be in force and effect during the term of use.
- d. Groups shall comply with all applicable NMRMC policies, rules, and regulations as may be in force and effect during the term of use, including, but not limited to, the provisions of this document.

- e. The group sponsoring an activity or Event is responsible and liable for the actions of their guest(s) or participants and their proper use of the Facility, furnishings, and equipment.
- f. The NMRMC does not assume responsibility for damages to or loss of any materials or equipment brought to the Facility by outside groups or left by groups. Abandoned/lost items that are found in the Facility may be held for a limited period but may be disposed of at any time without liability to the NMRMC.
- g. NMRMC assumes no responsibility for the safety and security of any property belonging to USER or those persons participating in the use of the Facility. USER expressly indemnifies, release, hold harmless and discharge NMRMC for any liabilities of loss, injury, or damages to any such property.
- h. It is the responsibility of all groups using the Facility to always maintain a safe working environment. If groups are working in an unsafe manner, they will be compelled to stop work immediately until they can safely resume their work. No event or performance is more important than maintaining a safe working environment.
- i. The USER expressly waives any claims for compensation for any losses or damage sustained because of any defect, deficiency, failure, or impairment of the water supply system, drainage system, or electrical system leading to or in the Facility.
 - i. In the event, the Facility or any part thereof is damaged by fire or if for any other reason, including strikes, failures of utilities, or any act of God, which, in the judgment of the Management of the Facility renders the fulfillment of the Agreement by NMRMC impossible, the USER hereby expressly releases, discharges, and will save harmless NMRMC and its agents for any and all demands, claims, actions, and causes of actions arising out of any of the causes aforesaid.
- j. USERS will refrain from any roughhousing, fighting, protest, or civil disturbance during their time at the Facility.
- k. All matters not authorized expressly by the terms of this document shall be reserved to the discretion of NMRMC.
- l. If USER or their guest(s) abuse their usage of the facilities, they may be denied future use and can be charged for time and materials plus a markup as needed to correct those abuses, including but not limited to, time and expenses put into Public Relations and services to rectify abuse as deemed necessary by NMRMC.

16. The USER shall not assign this Contract without the written consent of NMRMC.

17. This Contract and all and each of its terms and conditions, including the Contractual Provisions Attachments, shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, personal representatives, successors, and assigns.

18. This Contract shall be governed by and construed under the laws of the State of Kansas, which shall also be the forum for any lawsuits arising from or incident to this Contract.

IN WITNESS WHEREOF, the parties have duly executed this instrument the date of the last signature below.

NEOSHO MEMORIAL REGIONAL
MEDICAL CENTER:

USER: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____