



FAIRBURY

NEBRASKA

Community Building Use Policies

1. All fees associated with the rental of the Community Building facility are outlined in the Fee Schedule Resolution
 - a. Deposits shall be in cash or check. The deposit will be in addition to the rent paid and refundability will be determined after an inspection.
 - b. If the City is required to clean the facility after rental by lessee, the cleaning fee shall be assessed. The cost to repair any damage to the facility or contents of the facility caused by the lessee(s) rental of the facility shall be assessed. These costs/fees will be deducted from the deposit. If there is no deposit or if the cost/fees exceed the deposit, the lessee will be billed.
2. Alcohol is allowed at the Community Building under the following conditions:
 - a. Private Events
 - i. Signs are posted on the entry doors to the Community Center that the event is closed to the general public and only open to invited guests
 - ii. The renter only allows individuals who have been invited to the event into the Community Center
 - iii. The renter only allows guests who are 21 years of age or older to consume alcoholic beverages
 - b. Public Events
 - i. If the event is open to the general public, it will be required that alcoholic beverages are catered by an individual holding a Class K catering license who has obtained a Special Designated License (SDL) for the event
 - c. Any sale of alcohol requires a Special Designated License
 - d. Alcohol can only be consumed within the facility
 - e. For all events including alcohol, lessee agrees to abide by all statutes of the State of Nebraska and rules and regulations of the Nebraska Liquor Control Commission regulating the sale, serving, and consumption of alcoholic beverages.
3. All open gym participants must sign and return a release to the city office prior to utilizing the facility. Participants must sign the on-site sign-in sheet each day they utilize the gym.
4. Open gym will only be allowed on those dates which there is no gym rental. An up-to-date schedule can be found on the City of Fairbury website.
5. The facility is rented on a first-come first-serve basis. The lessee must be 19 years of age or older.
6. Children 12 years of age and younger must be accompanied by a person 16 years of age or older.
7. Tables and chairs are only allowed to be used in the gym if placed on the provided floor coverings.
8. Decorations may not block doors, fire extinguishers, fire sprinklers, any emergency equipment, emergency exits, lighting systems or security cameras.
9. Do not use any tape on the floor/walls other than painter's tape. Do not use pins, tacks, or nails. Confetti and glitter of any kind is prohibited.

10. No animals/pets allowed in the Community Building.
11. No roller blades, roller skates, skateboards, or bicycles are allowed.
12. The City of Fairbury reserves the right to enter the facility at all times.
13. The Renter shall not be allowed to assign, sublet or otherwise transfer the facility. This agreement is not transferrable to another party or parties.
14. Keys may be picked up at the City Office the business day prior to the event and shall be returned the business day following the event.
15. Renter shall maintain the rented facility in a safe and clean condition. Please refer to the Building rental checklist, a copy of which is attached hereto as Exhibit "A," for all cleaning requirements.
16. The City of Fairbury is not responsible for items lost or stolen in the Community Building.
17. The entire building is smoke free.
18. Lessee agrees that the facility shall not be used for any unlawful purpose whatsoever
19. Report any damage to the Fairbury City Office as soon as possible. You will be responsible for any damage done to any part of the building at the time you have reserved the building. Deposit checks will be held until all damages are paid for and/or until the building is clean.
20. Indemnification. The individual or organization named and individual signing on behalf of such organization agree to indemnify and hold the City of Fairbury, its elected officials, officers, agents and employees, harmless from any and all liability, damages or costs, including attorney fees, arising out of any injury to any person and damage to any property sustained upon the premises during the time Lessee(s) was in possession of the facility; provided that no such indemnification shall be required with respect to any injury or damage arising out of the affirmative negligence of omission of the City of Fairbury.
21. The City of Fairbury shall not discriminate against any renter. The City reserves the right to refuse renting the Community Building to any party who has previously failed to comply with the above agreement or with the terms of the rules and regulations.