

McCook Economic Development Corporation Keystone Business Center Rental Agreement Updated April 1, 2023

McCook Economic Development Corporation (MEDC) owns and operates the Keystone Business Center (KBC). The KBC has the following facilities available for community use and rental for events.

Rental

All rental areas will be reserved on a first come, first served basis for rental dates. No event date may be reserved or held without a signed rental agreement and refundable damage deposit. The rates below are figured on a full day (8 hrs) and half-day (4 hrs) basis. Overnight rental is also available. Approval from MEDC Staff and extra holiday charge is applied the following holidays: Easter Sunday, July 4th, Thanksgiving Day, Christmas Eve and Day, and New Year's Eve.

The Lobby and Mezzanine area are not private spaces. KBC tenants and their customers have 24 access to their offices, which means there may be foot traffic through your event for them to get to their offices.

Room		Public & For-Profit	Non-Profit/Tenants/ MEDC Voting Members
Lobby Removal of furniture \$50.00 Deposit \$100 Overnight fee up to \$200	Full day	\$200.00	\$150.00
Café & Catering Kitchen Deposit \$100	Full Day	\$200.00	\$150.00
Bundle Lobby, Café & Catering Kitchen Deposit \$150	Full Day	\$350.00	\$275.00
Mezzanine Deposit \$100	Full Day	\$125.00	\$100.00
Training room* Deposit \$50	½ day/Full Day	\$80.00/\$140.00	\$50.00/\$90.00
Conference Room* Deposit \$50	½ day/Full Day	\$60.00/\$100.00	\$50.00/\$80.00

*There is no charge for tenants and MEDC voting members wanting to use the 2nd floor conference and 3rd floor training room, only if the use is directly related to their businesses.

Payment/Contract

Deposit: 50% of the rental fee & signed rental agreement is required to reserve date. The balance of the rental fee is due 14 days prior to event. If you reserve a date less than two week prior, payment is due at the time of registration.

Cancellation Policy

We understand that sometimes it becomes necessary to cancel a scheduled event. Please contact MEDC as soon as possible when you need to cancel. Extenuating circumstances will be considered on an individual basis. We will return fifty percent (50%) of the entire rental fee upon cancellation of the agreement up to fourteen (14) days prior to the date of the event. Cancellations within 14 days of the event will receive no refund, extenuating circumstances notwithstanding.

Hours of Use

Lobby, Café & Catering Kitchen, Mezzanine are available for rent from 7 a.m. until 12:00 midnight (the event itself must end by 11:30 p.m. to allow for clean-up and closing by midnight) with the exception of Sundays. Lobby may not be available during regular business hours, please contact the MEDC Staff for exceptions. The facilities are available for events on Sundays from 12:00 p.m. to 12:00 midnight. Set up may begin before 11:00 a.m. on Sundays with the approval of the MEDC Staff. **Access to the KBC must be arranged with MEDC staff.** Meeting room reservations will be taken from 7:00 a.m. until 10:00 p.m.

Capacity

Room	Capacity w/ tables	Capacity with Chairs only	Standing only
Lobby	60	100	190
Café & Catering Kitchen	40	40	40
Mezzanine	32	n/a	140
Conference Room	12	n/a	n/a
Training room	24	50	n/a

Equipment Included in Rental Fee

Lobby, Mezzanine and Cafe: 100 chairs, 12 – 60” round tables (seats 8), 6 – High Top tables

Catering Kitchen: Refrigerator, 3 Compartment Sink and Stainless steel table for food prep

3rd floor Training room: 12-Tables, 28 Chairs, LCD projector and screen, conference phone and sound system

2nd floor Conference Room: 1 large table sits 10-12 people, TV and conference phone

No KBC furniture may be used outside.

Set-up and Clean-up

The renter is solely responsible for all set-up and take-down of tables and chairs. No furniture in the KBC may be moved without the permission from a MEDC Staff member. Public doors and corridors may not be blocked in any way and the KBC reserves the right to determine and enforce basic safety standards and accessibility to exits. The renter is solely responsible for clean-up of the areas rented. This includes all tables, chairs, floor markings, decorations, rental items, personal belongings, catering, bartending, musician, florist activities, etc. The facility must be returned to its original condition. All trash and debris from the event must be bagged and deposited in the dumpster behind the building. If the event clean-up has not concluded by the end of the rental time, a minimum of \$100 will be charged or held from any security deposit to be returned. Additional fees for the security officer or staff also may be required. A final walkthrough two (2) weeks before the event is highly recommended. At this time, planning should be done and set-ups explained to MEDC Staff. The renter agrees to take the utmost care not to damage the facility.

Decorations

Interior Decorations: No decorations may be placed on the walls, doors, furnishings, windows, or hung from the ceiling by use of tape, staples, nails, or other methods. Small candles or tea lights may be used if they are enclosed in glass and placed a reasonable distance from anything flammable. Luminaries are not permitted. An open flame of any type is strictly prohibited. Electrical connections and special lighting must be approved by MEDC Staff in advance of your rental. Rice, paper, bird seed, glitter, silly string, bubbles, flower petals, balloons and confetti may not be used without prior approval from MEDC Staff. All personal and rented property must be removed immediately following your event.

Exterior Decorations: No decorations or signs can be placed over existing KBC signage. Luminaries are not permitted. An open flame of any type is strictly prohibited on KBC grounds, including the front and back entrances. No vehicles or horse-drawn carriages may be pulled upon the sidewalk in front of the KBC. This is a public sidewalk and should not be blocked in any way.

Food Service/Catering

You are welcome to use any licensed catering service. Caterers should comply with all city, county, and state foodservice and/or health regulations and laws. They must have proof of their license. Private parties are not required to have a caterer’s license when providing their own food to their guests at no charge. All cooking must be done off-site. Remember to bring basic supplies, such as trash bags, paper towels, etc. Trash is to be deposited in the dumpster behind the building. All catering and food supplies must be removed at the end of the event.

Alcohol Use Policy

All state and local laws governing alcohol use are applicable. The event must follow the KBC’s regulations:

1. The renter and/or caterer are responsible for all permits.
2. All alcohol must be supplied by and served by a caterer who is licensed to do so.
3. An open bar where guests serve themselves is not allowed. An appropriately licensed caterer must provide someone to tend bar and oversee alcohol consumption.
4. Liability for alcohol service and consumption is assumed by the renter. MEDC/KBC assumes no liability for alcohol service or consumption.
5. No serving or consumption of alcohol is allowed in cars or outside.
6. No alcohol service may be made to minors
7. Alcohol service must conclude no later than 11:00 p.m.
8. Private parties are not required to obtain a liquor license when providing alcohol beverages to their guests at no charge. To be in compliance of liquor laws, you should have a list of all guests in attendance.

No Smoking

The KBC is a smoke-free environment. Smoking is prohibited in the KBC as well as on the front and south accessible entrances.

Security and Liability

MEDC staff reserves the right to make the final determination on the need and the timeframe for a security officer based on the individual event. MEDC/KBC will not be liable to the renter, its guests, agents, performers, or employees for any personal property. Additionally, it is the sole responsibility of the renter to follow all applicable local, state, and federal safety rules and regulations and to maintain safe conditions for workers, activity patrons, guests, and the public.

Insurance

MEDC requires adequate liability insurance from you and any caterer you have hired. Certificates of insurance shall be provided to MEDC 10 business days prior to your event.

Damages

The renter will be held solely responsible for any and all damage to the building, equipment, fixtures, and furniture arising out of use of the premises. In the event that damages to the KBC are incurred by your event, you will be charged for the cost of repair for any damages that your event in excess of your deposit and have 30 days to pay those charges.

Full Release and Hold Harmless Provision

In consideration for use of the premises known as Keystone Business Center, by entering into this Agreement, Renter shall hereby release and forever discharge the Keystone Business Center, McCook Economic Development Corporation (MEDC) and MEDC Board of Directors and Staff, from any and all actions, causes of actions, claims, demands, judgments, and expenses incurred in connection with a death or injury to persons or for loss of or damage to property arising out of, or in connection with, the use or the occupancy of the premises that may be attributable specifically to the Renter, Renter’s guests, or use of the premises. It being further understood that the Keystone Business Center, McCook Economic Development Corporation (MEDC) and MEDC Board of Directors and Staff are not responsible for the activity for which the Renter is using the space.

Nebraska Law

This agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

Entire Agreement and Understanding

This Agreement constitutes the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the subject matters or the Parties’ rights or obligations relating to the subject matter. Only specifically authorized representatives may agree to modifications to this Agreement or of this Agreement’s form. No subsequent agreement among the Parties concerning the subject matter shall be effective or binding unless it is executed in writing by authorized representatives of both Parties.

The below signed representative is authorized to sign for the parties and agree to follow all policies and procedures set forth in the agreement.

Renter

Date

MEDC Staff

Date

Reservation Details (Please print):

Event Date and Time

Room(s) /Rental Fee(s)

Type of Event and # of Attendees

Room Deposit

Furniture Removal Fee

Total – Payable to MEDC

Renter’s Name and Business Name

Cell Phone

email

Address

Notes