



## FACILITIES RENTAL AGREEMENT

### THIS AGREEMENT

This agreement ("Agreement") is made and entered into by and between **Greater St. Louis Area Council, Boy Scouts of America, Inc.** (hereinafter referred to as "Lessor"), and the organization/group named below (hereinafter referred to as "Lessee").

ORGANIZATION/GROUP NAME	REPRESENTATIVE NAME		
REPRESENTATIVE TITLE	DATE OF AGREEMENT (MM/DD/YYYY)		
EMAIL ADDRESS		PHONE	
MAILING ADDRESS	CITY	STATE	ZIP

### 01. RENTAL OF CERTAIN FACILITIES

Lessor agrees to rent the following facilities, buildings, areas, or equipment (hereinafter referred to as "Facilities" and as described in section 3 hereof) to Lessee for the specified purpose and for no other purpose, commencing and terminating at the stated dates and times (hereinafter referred to as "Rental Period"). This time shall include the setup and decorating time before the event, as well as the breakdown and cleanup time after the event.

FACILITY	PURPOSE	COMMENCING AT (DATE/TIME)	TERMINATING AT (DATE/TIME)

### 02. RENTAL PAYMENT

Lessee shall pay the below sums to Lessor at the times and in the amounts set forth herein.

\$ FACILITY RENTAL FEE(S)	\$ CLEANING FEE(S)	\$ REFUNDABLE SECURITY DEPOSIT	\$ TOTAL
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Upon the execution of this Agreement, Lessee shall pay: (a) A portion of the rental fee in the amount specified here shall be payable by Lessee within fourteen (14) days of execution of this agreement. This sum shall be a non-refundable payment to reserve the Rental Period set forth in section 1 herein above; and (b) A Security Deposit in the amount specified here, to be refunded as provided in section 8 hereof; provided however, should this Rental, for any reason other than that described in section 9 of this Agreement is cancelled, then the Security Deposit shall become non-refundable. The balance of the rental fee shall be payable by Lessee on the specified date prior to the commencement of the Rental Period.

\$ PAYABLE WITHIN 14 DAYS	\$ SECURITY DEPOSIT	\$ BALANCE OF RENTAL FEE	BALANCE DUE DATE
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### **03. FACILITIES**

For the purposes of this agreement, the term Facilities shall include all real property and structures, all personal property, equipment and materials owned or operated by Lessor that in any way are used by the Lessee.

### **04. FOOD AND BEVERAGE SERVICE**

Lessee agrees that all food and beverage services (including all bar services) shall be provided by the specified entity at the Facilities pursuant to a separate agreement and at the cost and expense of Lessee. If Lessor agrees or supports to allow the consumption of alcoholic beverages by Lessee or any person directly or indirectly associated with the Lessee, Lessee shall obtain Dram Shop Liability Coverage, or equivalent Host Liquor Liability, for the duration of the Rental Period. A copy of any agreement related to Food and Beverage Service and Dram Shop Liability coverage shall be provided to Lessor no later than 14 days before the commencement of the Rental Period.

FOOD AND BEVERAGE SERVICES PROVIDER

### **05. USE OF FACILITIES**

All portions of the Facilities are smoke free. Lessee, its agents, patrons, guests and invitees agree to and shall limit the use of tobacco or other materials commonly used by inhalation of smoke or vapor to the areas specifically designated at each property.

### **06. DAMAGE TO FACILITIES**

Lessee shall not injure, damage, mar, nor in any manner deface said Facilities, nor shall Lessee make any alterations of any kind into any part of the Facilities, including but not limited to placing any tape, nails, hooks, tacks or screws thereon. If the Facilities, or any portion thereof including the common grounds located around the Facilities including, but not limited to, parking lots, driveways, kitchen, hall areas and restrooms, shall be damaged, Lessee shall pay to Lessor upon demand such sums as shall be necessary to restore the Facilities and/or its grounds to its condition prior to the use of the Facilities by Lessee.

### **07. COMPLIANCE WITH INSTRUCTION**

Lessee agrees to comply fully and completely with all instruction and direction provided to Lessee by Lessor. If, at any time Lessee does not comply with all instruction and direction provided by Lessor, then Lessor, at its sole discretion and after discussion with Lessee, may modify the terms of this Agreement, and if deemed appropriate, terminate this Agreement with Lessee immediately. Upon termination of this Agreement, Lessee is required to vacate Lessor's premises with due haste.

### **08. SECURITY DEPOSIT**

The Security Deposit payable by Lessee under the terms of section 2 above shall be refundable to Lessee within thirty (30) working days following Lessee's use of the Facilities provided that Lessee has fulfilled all the promises and covenants contained in this Agreement. Any and all damages, including excessive cleaning expenses incurred by Lessor, as determined solely by Lessor, resulting from Lessee's use of the Facilities shall be deducted from the Security Deposit before the balance is refunded to Lessee. Should the cost of necessary repairs for damage during the Rental Period exceed the Security Deposit listed under section 2 above, Lessee shall pay the difference to Lessor immediately upon demand.

### **09. DESTRUCTION OF PREMISES**

In case the Facilities, or any part thereof, shall be destroyed or damaged by fire, or by any other cause, including acts of God, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the Lessor impossible, Lessor shall not in any case be held liable or responsible to Lessee for any damages (direct, indirect or consequential) caused thereby. All Rental Fees paid and Security Deposits collected will be refunded within fifteen (15) working days from the date the event is canceled.

### **10. WAIVER OF LIABILITY**

Lessee expressly agrees that Lessor shall not in any way be liable to any extent to Lessee or any person directly or indirectly associated with the Lessee, its guests, family, invitees, agents, heirs or assigns for any personal injury or property damage or loss they may suffer at the Facilities or on its grounds as a result of Food or Beverage Service or consumption of alcoholic beverages as described in section 3 of this Agreement, or of theft, vandalism, fire, smoke, water, acts of God, or any other cause whatsoever, specifically including the negligence or carelessness of Lessee, its employees, servants, agents, officers, directors and subcontractors and guest and invitees.

### **11. INDEMNIFICATION**

Lessee expressly agrees to and shall defend, indemnify and hold harmless Lessor, its agents, employees, volunteer staff, servants, officers and/or directors from and against any claims, loss, expenses or damage of any nature whatsoever (including reasonable and necessary costs and attorney's fees) arising from or in conjunction with Lessee's use of the Facilities and its grounds. This indemnification shall pertain to the Facilities and all common areas located around the Facilities, including, but not limited to, parking lots, driveways and other manners of access, kitchen, hall areas and restrooms.

## 12. INSURANCE REQUIREMENTS

A Required Minimum Insurance Standards document is provided with this contract and is considered an addendum to this contract. Lessee agrees to provide comprehensive general liability insurance for injury to persons or property damage caused by Lessee's actions or failure to act by Lessee and/or its employees, sub-contractors and agents. Such liability insurance provided by Lessee shall be in the amount required per the Required Minimum Insurance Standards. Lessor is to be named as additional insured. Lessee shall provide Lessor with a certificate of insurance no less than forty-five (45) days prior to the Rental Period start date. Lessor must be given notice of cancellation/modification of said insurance. "Greater St. Louis Area Council BSA, trustees, officers, employees, agents, and volunteers are named as additional insured on general liability and other policies as specified by contract for (dates of the event)," needs to be stated on the certificate of insurance provided by Lessee. "A waiver of Subrogation applies to the general liability policy in favor of Greater St. Louis Area Council, BSA" needs to be stated on the certificate of insurance provided by Lessee. Lessee agrees to provide workers compensation insurance for its employees per the Required Minimum Insurance Standards. "A waiver of Subrogation applies to the Workers Compensation policy in favor of Greater St. Louis Area Council, BSA" needs to be stated on the certificate of insurance provided by Lessee. Lessee agrees to provide auto liability insurance for owned vehicles per the Required Minimum Insurance Standards. Proof of said insurance shall be listed on the Certificate of Insurance provided by Lessee.

## 13. CANCELLATION

Should the Lessee terminate this Agreement prior to thirty (30) days before the Rental Period, Lessor shall refund in full the Security Deposit set forth in section 2 above. Should Lessee terminate this Agreement less than thirty (30) days before the commencement of the Rental Period, no funds held by Lessor shall be refundable to Lessee

## 14. DEFAULT

Lessee hereby agrees to pay all costs of collection incurred by Lessor, including reasonable attorney's fees and court costs, if Lessee defaults under any of the terms of this Agreement.

## 15. SET UP AND SPECIAL NEEDS

ANTICIPATED NUMBER OF PARTICIPANTS

SPECIAL NEEDS

## 15. ASSIGNMENT

This Agreement may not be assigned, transferred or sublet without the expressed written consent of Lessor.

## 16. BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

## 17. SEVERABILITY

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

## 18. AUTHORITY

Lessor and Lessee, one to the other, warrants that the undersigned has full and complete authority to enter into this Agreement.. IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

"LESSOR"

**Greater St. Louis Area Council, Boy Scouts of America, Inc.**  
**4568 W. Pine Blvd., St. Louis, MO 63108**  
**314-361-0600**

"LESSEE" (ORGANIZATION/GROUP NAME)

PRINTED NAME

PRINTED NAME

TITLE

TITLE

SIGNATURE

SIGNATURE



## REQUIRED MINIMUM INSURANCE STANDARDS

Greater St. Louis Area Council, BSA, Inc. (GSLAC)

Lessee / Vendor / Contractor Type	Examples	Required Minimum Insurance <sup>(1)</sup>				
		General Liability	Umbrella / Excess Liability	Auto Liability	Workers Comp. / Employers' Liability	Professi onal Liability
Facilities User	Conferencing groups, school and church groups, short-term leases, special events	\$1M occure. / \$2M agg.	N/A	\$1M	Statutory / EL \$500,000	N/A
Tenant	Non-GSLAC organizations operating out of any GSLAC property	\$1M occure. / \$2M agg.	N/A	\$1M	Statutory / EL \$500,000	N/A
Travel / Transportation	Charter bus companies, international travel partners	\$10M	\$25M	\$10M	Statutory / EL \$500,000	N/A
Product Delivered by Vendor	Janitorial supplies, office products, food/beverage/vending deliveries, textiles	\$1M occure. / \$2M agg.	N/A	\$1M	Statutory / EL \$500,000	N/A
General Services	Cable television, fire/alarm monitoring	\$1M occure. / \$2M agg.	N/A	N/A	Statutory / EL \$500,000	N/A
General Services, On- Site	Shredding services, scanning services, office equipment/copier servicing, and pest control. Also, same examples as "General Services", if performed on GSLAC premises.	\$1M occure. / \$2M agg.	N/A	\$1M	Statutory / EL \$500,000	N/A
Professional Services	Accountants, appraisers, architects, attorneys, auditors, brokers, computer / software designers*, construction managers, consultants of any kind, engineers, and medical professionals	\$1M occure. / \$2M agg.	N/A	N/A	Statutory / EL \$500,000	\$1M occure. / \$2M agg. <sup>(2)</sup>
Professional Services, On- Site	Same examples as "Professional Services" but performed on GSLAC premises.	\$1M occure. / \$2M agg.	N/A	\$1M	Statutory / EL \$500,000	\$1M occure. / \$2M agg. <sup>(2)</sup>
Artistic Services	Outsourced graphic design, off-site production services	\$1M occure. / \$2M agg.	N/A	N/A	Statutory / EL \$500,000	N/A
Artistic Services, On- Site	Musical groups for youth conferences, videographers	\$1M occure. / \$2M agg.	N/A	\$1M	Statutory / EL \$500,000	N/A
Construction: Low Risk Exposure	Concrete-minor, fencing, furniture repair, glass-interior only, interior remodel-nonstructural, flooring, landscaping-no electric or excavating, painting-interior, second opinions, signs-no welding, window treatments-blinds/drapes	\$1M occure. / \$2M agg.	N/A	\$1M	Statutory / EL \$500,000	N/A
Construction: Moderate Risk Exposure	Alarm systems-fire/security, concrete-major/traffic area, equipment rental w/ operator (excl. cranes), flood control channel cleanup/repair, HVAC systems, moving-not leased or hi-tech equipment, painting-exterior or large-scale interior, pavement striping, pavement sealing/repair, roofing-minor, street repair-minor, structural repairs, trailer renovations	\$1M occure. / \$2M agg.	\$2M	\$1M	Statutory / EL \$500,000	N/A
Construction: High Risk Exposure	All long form contracts, asbestos abatement <sup>(3)</sup> , bleachers and seating, boilers/steam generators, crane equipment rental w/ operator, demolition, elevators, hazmat abatement/disposal (including biohazards) <sup>(3)</sup> , heavy construction equipment, high-tech equipment installation high-risk area interior remodel, high-voltage electrical, kitchen/lab work, glass-exterior, major construction/renovation, new buildings, all utilities, underground work, roofing-major, welding/torch cutting	\$1M occure. / \$2M agg.	\$5M	\$1M <sup>(3)</sup>	Statutory / EL \$500,000	N/A

<sup>(1)</sup> **Sexual Abuse and Molestation Liability:** For any vendor, conference customer, or non-GSLAC entity space user that may interact with minors, Sexual Abuse and Molestation Liability coverage is also required at \$1 million per occurrence and \$2 million aggregate for minimum levels.

<sup>(2)</sup> **Professional Liability for IT Service Contracts:** For IT service contracts over \$500,000, the vendor should have a minimum of \$5,000,000 per claim Professional Liability policy limit.

<sup>(3)</sup> **Pollution Liability for Hazardous Materials:** Required when handling asbestos and hazardous materials, including biohazards.