



**BOYS & GIRLS CLUBS  
OF THE CAPITAL AREA**

**BOYS & GIRLS CLUBS OF THE CAPITAL AREA  
LICENSE AGREEMENT FOR LIMITED FACILITY USE**

THIS LICENSE AGREEMENT FOR LIMITED FACILITY USE (this "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between Boys & Girls Clubs of the Capital Area ("The Boys & Girls Clubs of the Capital Area"), and the person signing this Agreement and the organization on whose behalf the Facility rental is being made (collectively, the "Renter")

**RECITALS**

It is the Boys & Girls Clubs of the Capital Area's desire that all patrons who periodically use a Boys & Girls Clubhouse building, room, land, auditorium, gymnasium, arena, stadium, field, area, and/or other Boys & Girls Clubs of the Capital Area property (the Facility as defined below) are able to enjoy the Facility. This Agreement has been set in place to achieve that goal.

The Renter is responsible for compliance with this Agreement. All Renters are required to read and sign the License Agreement for Limited Facility Use as part of the rental. Please read carefully, fill out Facility, Renter, and event sections and sign in the signature page at the end of this document.

**1. FACILITY INFORMATION**

Name of Facility **Albany Clubhouse**

Address/Area/Location of Facility **21 Delaware Ave, Albany, NY 12210**

**2. RENTER INFORMATION**

Organization: \_\_\_\_\_

Applicant/Rentor's Name \_\_\_\_\_

Address: \_\_\_\_\_

**Number                      Street                      City                      State                      Zip**

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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**3. EVENT INFORMATION**

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Description of event \_\_\_\_\_ **(the "Permitted Use")**

Estimated attendance \_\_\_\_\_

Time event begins (incl. set up) \_\_\_\_\_ Time event ends (incl. clean up) \_\_\_\_\_

Open to the public?	<b>Yes</b>	<b>No</b>	Will minors be present?	<b>Yes</b>	<b>No</b>
Will there be an admission fee?	<b>Yes</b>	<b>No</b>	Will there be music?	<b>Yes</b>	<b>No</b>
Will food be served?	<b>Yes</b>	<b>No</b>	Will food be sold?	<b>Yes</b>	<b>No</b>
Will alcohol be served?	<b>Yes</b>	<b>No</b>	Will alcohol be sold?	<b>Yes</b>	<b>No</b>

**4. CONDITIONS OF USE**

**A. LICENSE**

1. The Boys & Girls Clubs of the Capital Area hereby grant to Renter a temporary, revocable license to use the Facility for the sole purpose of the Permitted Use. Renter acknowledges that this license is revocable by the Boys & Girls Clubs of the Capital Area, and may be revoked for any reason, and at any time.
2. Renter acknowledges the legal title and control of Boys & Girls Clubs of the Capital Area to the Facility and agrees never to deny such title and control or to claim title or control in Renter's name. Renter further acknowledges and agrees that this Agreement constitutes a temporary, revocable license agreement and is not and shall not be construed as a lease, giving rise to a landlord/tenant relationship.
3. Renter's access of and use of the Facility shall be in full compliance with all laws, regulations, rules or requirements of law or regulation of the United States, the State of New York and the county and municipalities in which the Facility is found. Renter shall be solely responsible for obtaining any all licenses, permits and other approvals necessary to the conduct of the Permitted Use at the Facility, and all expenses related thereto.
4. At the end of the Permitted Use or the earlier termination of this Agreement, Renter shall immediately quit and surrender Facility in the same condition as the Facility was immediately prior to the Permitted Use, ordinary wear and tear excepted, and Renter shall promptly remove all property brought to or permitted by it in or about the Facility.

**B. RESERVATIONS**

1. Renters desirous of a Facility should make reservations well in advance of the intended date of use because demand for facilities is high and dates fill quickly.
2. A Facility is not considered rented until (1) Renter delivers to the Boys & Girls Clubs of the Capital Area the License Agreement for Limited Facility Use, negotiated rental fee, deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by the Boys & Girls Clubs of the Capital Area; and (2)

the Boys & Girls Clubs of the Capital Area, in its sole discretion, approves such rental in writing.

3. A person who is at least eighteen (18) years of age must sign this Agreement. Alcohol is prohibited on any Boys & Girls Clubs of the Capital Area property at any time.
4. Renter shall provide the Boys & Girls Clubs of the Capital Area Rental Coordinator or his/her designee with a single contact who is to serve as the representative for Renter's activities.
5. Renter shall be responsible for securing all required permits and licenses.
6. The facility shall be used solely for the Permitted Use and no other use will be permitted.
7. Renter shall not use the Boys & Girls Clubs of the Capital Area's name or logo to suggest endorsement or sponsorship of the event without prior written approval of the Boys & Girls Clubs of the Capital Area Executive Director or Rental Coordinator or his/her designee. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
8. Renter shall permit any Boys & Girls Clubs of the Capital Area officers, employees, or agents to visit the event described in this Agreement.
9. Under no circumstances shall Renter sublicense or allow any other organization or individual to use the Facility for the period for which Renter has contracted. Renter is an independent contractor and not the agent or employee of the Boys & Girls Clubs of the Capital Area.

**C. FEES**

Facility/Room Rental	Description of Event	Rental Fee (per hour)	Hours (No events past 9 PM)	Total
Gym*		\$100.00/hr		
Additional Rooms		\$25.00/hr		
Security Deposit				\$100.00
			<b>Total</b>	

\*Gym rentals include a free half hour set up and take down; include 8 tables and 50 chairs

1. Rental Fee will be \$\_\_\_\_\_, and shall be submitted no later than one week prior to the date of the event.
2. The Boys & Girls Clubs of the Capital Area may require a rental fee and/or a deposit from Renter.
3. Any person or agency holding a reservation for the use of Boys & Girls Clubs of the Capital Area facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the Facility.

4. The Boys & Girls Clubs of the Capital Area may charge an additional amount of double the regular rental rate for any event continuing past the ending time stated in this Agreement.
5. In the event the Facility is left damaged, Renter shall be charged for any and all janitorial and/or repair fees incurred by the Boys & Girls Clubs of the Capital Area as a result of same and these fees shall be billed to Renter.
6. The Renter has the option to rent tables and chairs at an additional cost. Folding tables are available \$10 and chairs for \$3.00.

**D. INDEMNIFICATION AND INSURANCE**

1. Renter will exercise the privilege granted herein at Renter's own risk, and agrees that Renter will never claim any damages against the Boys & Girls Clubs of the Capital Area for any injuries or damages suffered on account of the exercise of such privilege. To the greatest extent permitted under applicable law, Renter will indemnify and hold the Boys & Girls Clubs of the Capital Area harmless against all liability, costs, and expense, including but not limited to attorney's fees and the costs to repair or replace any portion of the Facility, for damages and expenses resulting from, arising out of, or in any way connected with, the exercise of the Renter of the license granted herein, or other persons entering the Facility. Renter acknowledges that as a condition precedent to the execution of this Agreement by the Boys & Girls Clubs of the Capital Area, Renter agrees that it shall have no cause of action against the Boys & Girls Clubs of the Capital Area for any damage, injury or loss to person or property, from any cause whatsoever, except that which may result from the gross negligence or willful acts of the Boys & Girls Clubs of the Capital Area. This provision shall survive the expiration or earlier termination of this Agreement.
2. Renter shall obtain and keep in force, at its sole cost and expense, comprehensive general liability insurance, including contractual coverage, from an insurance company approved in advance by the Boys & Girls Clubs of the Capital Area and authorized to do business in New York State, naming both the Boys & Girls Clubs of the Capital Area and Renter as insureds for the period of time of the Permitted Use (from the arrival at the Facility of anyone connected to the Permitted Use to the departure of the last such person). Such policy shall insure against liability for personal injuries, (including, without limitation, death) and for property damage, including, without limitation, liability for damage to property of the Boys & Girls Clubs of the Capital Area, in amounts of at least Two Million Dollars (\$2,000,000.00) for any one occurrence. Renter shall deliver to the Boys & Girls Clubs of Capital Area, at least twenty-one (21) days prior to the Commencement Date and each yearly anniversary thereof a certificate showing such insurance in effect for the period required hereunder. The Boys & Girls Clubs of the Capital Area Inc, shall be named as an Additional Insured on a Primary and Non-Contributory basis. A waiver of subrogation shall apply to the General Liability policy in favor of the Boys & Girls Clubs of the Capital Area. Renter represents and warrants that its insurance policy shall be primary over any other insurance that the Boys & Girls Clubs of the Capital Area might have available to it. The insurance policy will provide for immediate notice to the Boys & Girls Clubs of the Capital Area in case of cancellation or any change of coverage or limits.
3. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Boys & Girls Clubs of the Capital Area's Facility to the Boys & Girls Clubs of the Capital Area Rental Coordinator or his/her designee, in writing and as soon as practicable.

4. Renter waives any right of recovery against the Boys & Girls Clubs of the Capital Area, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to the Boys & Girls Clubs of the Capital Area, its officers, employees, or agents.
5. Renter waives any right of recovery against the Boys & Girls Clubs of the Capital Area, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility, even if the Boys & Girls Clubs of the Capital Area, its officers, employees, or agents seek recovery against Renter.

**E. SECURITY**

1. The Boys & Girls Clubs of the Capital Area, at its sole discretion, may require a certain number of security officers for the event. Renter shall be responsible for procuring and paying for security officers through the Boys & Girls Clubs of the Capital Area or a private security agency.
2. Renter is solely responsible for supervising all individuals at the Facility during the event. The Boys & Girls Clubs of the Capital Area is not responsible for providing this supervision. However, the Boys & Girls Clubs of the Capital Area may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

**F. SET UP / CLEAN UP / DECORATIONS**

1. Renter, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Facility prior to or after the event time. Renter shall be responsible for arranging access during the time requested for entry and exit of the Facility.
2. Renter shall not prepare or decorate the Facility prior to the event start time, unless Renter provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.
3. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.
4. Renter shall be responsible for all clean up of the Facility, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition.
5. Renter shall not store any equipment or materials at the Facility without the prior written approval of the Boys & Girls Clubs of the Capital Area Rental Coordinator or his/her designee.
6. Renter shall be responsible for all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for all janitorial and/or repair fees incurred by the Boys & Girls Clubs of the Capital Area as a result.

**G. EQUIPMENT / ACCESSORIES**

1. Renter shall not remove, relocate, or take Boys & Girls Clubs of the Capital Area property outside of the Facility for any reason without the prior written approval of the Boys & Girls Clubs of the Capital Area Rental Coordinator or his/her designee.
2. Renter shall not use Boys & Girls Clubs of the Capital Area equipment, tools, or furnishings located in or about the Facility without the prior written approval of the Boys & Girls Clubs of the Capital Area or his/her designee.
3. The Boys & Girls Clubs of the Capital Area does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Renter, at its own cost, may bring these systems into the Facility for their use.
4. Renter shall secure the approval of the Boys & Girls Clubs of the Capital Area before using audio/visual systems, public address systems, and live or recorded amplified music. Renter shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the Boys & Girls Clubs of the Capital Area Rental Coordinator or his/her designee.

**H. MISCELLANEOUS**

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.
3. Gambling of any kind is not permitted at the Facility
4. Smoking is not permitted at the Facility.
5. Alcohol is not permitted at the Facility.
6. No animals are permitted at the Facility, except for guide animals.
7. If Renter violates any part of this Agreement or reports false information to the Boys & Girls Clubs of the Capital Area, the Boys & Girls Clubs of Capital Area may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all the rental fee and/or the deposit.
8. The Boys & Girls Clubs of the Capital Area may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
9. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
10. In the event that Renter shall default hereunder, Boys & Girls Clubs of the Capital Area shall be entitled to (a) immediately terminate this Agreement and (b) institute proceedings (either at law or in equity, or otherwise) for full and adequate relief from the consequences of said default including, but not limited to, the right to specific performance, declaratory relief, injunctive relief, monetary damages, or other suitable legal or equitable remedy. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the date such action was filed.

11. This Agreement is not assignable by Renter.
12. This Agreement may not be changed, modified, discharged or terminated orally, or in any manner other than by an agreement in writing signed by the parties hereto.
13. The obligations of this Agreement shall bind and inure to the benefit of the executors, administrators, successors and permitted assigns of the parties hereto.
14. This Agreement, including schedules, exhibits, addendum hereto, constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements between the parties hereto.
15. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, AND ANY DISPUTE ARISING HEREUNDER SHALL BE LITIGATED IN THE SUPREME COURT, RENSSELAER COUNTY, NEW YORK. THE PARTIES HEREBY WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS OR PERMITTED ASSIGNS CONNECTED WITH OR ARISING OUT OF THIS AGREEMENT OR ANY OF ITS PROVISIONS, OR RENTER'S ACCESS OF AND USE OF THE FACILITY.
16. All obligations of parties which are or may be intended by their nature to be performed and/or complied with after the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. Express provisions set forth within this Agreement, which require or permit survival in specific instances, or as to specific obligations, shall not be deemed a limitation upon the generality of this survival clause.
17. The captions contained herein are for convenience and reference only and shall not be deemed a part of this Agreement, or construed as in any manner limiting or amplifying the terms and provisions to which they relate.
18. The waiver of a breach of one covenant or condition of this Agreement shall not be deemed a waiver of the breach of others, or of any subsequent breach of a covenant previously waived. The parties hereby waive the defense of laches to any breach of any covenant or provision of this Agreement.
19. This Agreement may be executed in several counterparts, including facsimiles, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Page Follows]

IMPORTANT – READ BEFORE SIGNING

**I am an authorized agent of the organization submitting this Agreement. The information provided in this Agreement is true and correct. I have read and understand this Agreement and agree to all of the aforementioned rules, regulations, and conditions of use.**

Rental fee \$ \_\_\_\_\_ Deposit \$ \_\_\_\_\_ Total: \$ \_\_\_\_\_

RENTER:

Signature \_\_\_\_\_

Print name \_\_\_\_\_

Title \_\_\_\_\_

BOYS & GIRLS CLUBS OF CAPITAL AREA:

Signature \_\_\_\_\_

Print name \_\_\_\_\_

Title \_\_\_\_\_