



3600 Country Club Drive

Jefferson City, MO 65109

(573) 893-5437

(573) 893-5447

### **Jefferson City Community Meeting Center Waiver and Release of Liability**

We, (I) \_\_\_\_\_, in consideration of the use of the Jefferson City Community Meeting Center at Capital Mall, for the period of

Date \_\_\_\_\_ Time In \_\_\_\_\_ Time Out \_\_\_\_\_

do as hereby release and forever discharge Capital Mall JC LLC, CBRE, Inc., and their affiliates, parents, subsidiaries, officers, directors, agents, employees, shareholders, and assigns from any and all claims, demands, causes of actions, suits, damages, costs and expenses for any and all personal injuries, loss of time, pain and suffering or property damage arising out of, or occurring in connection with, the use of the Community Room.

We (I) recognize and acknowledge that our (my) use of the Jefferson City Community Meeting Center is solely at our (my) own risk, We (I) acknowledge that our (my) use of the Jefferson City Community Meeting Center exposes us (me) to risk of injury or possibly demise. ,We (I) further understand that this Waiver and Release is absolute as to all claims, demands, causes of actions, suits, damages, costs and expenses which could occur while (we) I am using the Jefferson City Community Meeting Center/Capital Mall facilities, except those claims or demands arising out of gross negligence of the Owner or Managing Agent, if any.

I HAVE READ AND FULLY UNDERSTAND THIS DOCUMENT, INCLUDING THE FACT THAT I AM RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND I AM VOLUNTARILY AND FREELY AGREEING TO THE TERMS AND CONDITIONS SET FORTH.

SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Printed Name of Lessee

Contract and License for use of Jefferson City Community Meeting Center

CAPITAL Mall JC LLC, and CBRE, INC hereby grants the undersigned (herein "Licensee"), a license to use the Community Room on the dates and hours indicated below. The Community Room shall be used for the function listed below and for no other purpose whatsoever.

In consideration of the license to utilize the Community Room, the undersigned hereby releases and forever discharges CAPITAL MALL JC LLC and CBRE, INC. and representatives, affiliates, agents, successors and assigns from any and all liability for all claims, demands, actions, causes of action, damages and costs, including court costs and attorney fees, for any and all personal injuries, loss of time, pain and suffering, property damage and any other loss, damage, expense, arising of its/their use of the Premises.

Licensee hereby agrees to indemnify CAPITAL MALL JC LLC and CBRE, INC. and their respective officers, employees, directors, representatives, affiliates, agents, successors and assigns from any and all liability for all damages, fines, penalties, judgments, decrees and costs, including attorney fees and court costs, arising out of the use of the Premises,

Licensee hereby agrees to abide by all rules and regulations established by CAPITAL MALL JC LLC and CBRE, INC., applicable to the authorized use of the Shopping Center and the Community Room. Licensee further agrees that its license to use the Premises may be cancelled at any time, without prior notice or warning and it disclaims any recourse in the event of such cancellation and agrees to immediately vacate the Premises upon request.

It is agreed that any damages incurred to the room or its amenities are the responsibility of the organization and persons using the space.

**LIST HOURS**

Date of Event:

Reservation Times:

Group:

Type of Function:

Contact:

Phone:

Email:

Number of Guests:

*Make checks payable to Capital Mall JC, LLC or call office for credit card payment over the phone  
Payment required prior to reservation date for room use*

Deposit Fee: \$0.00

Total Days:

Rental Fee: \$

## Rules and Regulations:

- Alcoholic beverages and gambling are strictly prohibited without prior written approval of management.
- All articles and possessions must be removed promptly at the conclusion of the activity (i.e., balloons, paper products, etc.).
- CAPITAL MALL JC LLC and CBRE, INC. are not responsible for loss or damage to user's possessions.
- The group/individual using the room will be held responsible for any damage done to the premises.
- Posters or signs may be not affixed to the walls of the room by tape, pins, staples, or any other means.
- Custodial and maintenance is not available from the mall staff.
- An officer of the user's organization will be required to sign a License Agreement at the time of reservation.
- Organizations may not advertise or announce event in any advertising medium without *prior* approval of Mall Management.
- Music must be kept to a minimal (Radios, CD or cassette players are allowed, however, noise level must not be heard *outside* of the Community Room when doors to the room are closed.).
- No DJs, bands, choirs, or any type of live entertainment allowed without prior written approval of management.
- Animals will not be permitted in the Community Meeting Center with the exception of service animals.
- All trash from the event must be removed from the Community Meeting Center at the conclusion of the activity.
- Community room should have tables and chairs to original setting once rental of space has expired.

FAILURE TO COMPLY WITH THE ABOVE RULES COULD RESULT IN REMOVAL FROM THE COMMUNITY MEETING CENTER AND/OR WITHHOLDING THE DEPOSIT FEE.

**I have read the above and will comply with the Rules and Regulations of the JC Community Meeting Center.**

Signature/Title: \_\_\_\_\_ Organization: \_\_\_\_\_

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

**SOUND SYSTEM RENTAL \$50.00** per day, and must be reserved at the time of reservation for community room. I, the undersigned, will accept responsibility for the sound system should damage occur to the unit while in my care.

Signature/Title \_\_\_\_\_ Organization: \_\_\_\_\_

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

CAPITAL MALL  
3600 COUNTRY CLUB DRIVE  
Suite 50  
JEFFERSON CITY, MO 65109  
p (573) 893-5437  
f (573) 893-5447

or

Please email signed agreement to [dvail@capital-res.com](mailto:dvail@capital-res.com)

## Capital Mall/JC Community Meeting Center Insurance Requirements

### Commercial Entities

**Need insurance certificate showing \$1 million in general liability plus the following additional insured language:**

**Capital Mall JC, LLC  
CBRE, INC.**

**Capital Mall JC, LLC  
3600 County Club Dr  
Suite 50  
Jefferson City, MO 65109**

### Individuals

Need a homeowner's policy that extends to offsite locations and shows \$300,000 in general liability plus the following additional insured language:

Capital Mall JC, LLC  
CBRE, INC.

Capital Mall JC, LLC  
3600 County Club Dr  
Suite 50  
Jefferson City, MO 65109

**These insurance requirements must be met before any organization will be allowed to use the community room.**