



POLICY FOR USE OF THE EGG (ECONOMIC GROWTH GALLERY) SPACE

2659 INDEPENDENCE AVE KCMO 64124

Northeast Kansas City Chamber of Commerce

Rebeccakoop@nekcchamber.com

RULES, RESPONSIBILITIES AND PROCEDURES

1. The Northeast Kansas City Chamber of Commerce manages (**see Exhibit A**) 30X30 GALLERY SPACE for use by artists, creatives, & entrepreneurial businesses. This SPACE is not an exclusive studio/events space: instead, it is a workshop & gallery for temporary use.
2. Use of the space is limited to four (4) consecutive hours to be respectful of other potential users. (With exception of Pop-Up Weekend Events.) See additional rental sheets with prices on our website.
3. Attendance may not exceed a maximum of 50 persons at any one time per the fire code.
4. The SPACE shall be open when in use 9 AM – 10 PM and/or by appointment.
5. Use of the SPACE is subject to reservations via the online EGG Appointment page NEKCchamber.com
6. Any attendee must fill out and execute a waiver (**see Exhibit B**) prior to initial use of the space.
7. All attendees must receive an orientation on use of the SPACE from the NEKC Chamber prior to use of the space. The Chamber – led orientation (tour) shall be provided either in person or over an online meeting platform.
8. After orientation and waivers are completed, eligible users may utilize the SPACE as long as they adhere to the requirements in this document.
9. Children may use the SPACE but must have adequate adult supervision: at least one responsible Adult must be present for every five children aged 17 and under. For purposes of this policy, an Adult is defined as a person 18 years of age or older.
10. All users are liable for any damage to the SPACE and its facilities, as well as any other property damage or personal injury sustained at the event.
11. Adherence to walls, windows, flooring, or furniture which might cause permanent damage is prohibited
12. All users of the SPACE must clean up after themselves. This includes, but is not limited to, wiping down surfaces, sweeping up materials from floor and discarding all waste and putting away supplies. If any product or materials are left in the SPACE after a user leaves, it may be thrown away.
13. The use of aerosol cans is strictly prohibited. This includes, but is not limited to spray paints, fixative, cleaners, and coatings.
14. Pouring of plaster, resin or other toxic materials down the drain is strictly prohibited. Plaster and resin are to be thrown into a trash can with a liner. Other chemicals should be disposed of according to the manufacturer's recommendation.
15. The use of oil paints and other materials that release noxious fumes is strictly prohibited.
16. Not permitted in the SPACE are: animals, pets, water play (including water balloons and squirt guns), weapons of any type (including guns) and anything reasonably likely to endanger self or others.

17. Strictly prohibited in the SPACE and all common areas of the building are: Smoking; roughhousing; possession or consumption of alcohol by minors; possession of hazardous materials or weapons; any illegal activity, including gambling and possession of illegal substances.
18. All users of the SPACE are required to read carefully and sign a Waiver of Liability before using the SPACE.
19. All users of the space are required to read carefully and sign this POLICY FOR USE OF The EGG SPACE RULES, RESPONSIBILITIES AND PROCEDURES form before using the SPACE.
20. I hereby acknowledge that I have reviewed and understand the above-stated Rules, Responsibilities and Procedures

Sign

Date

Print name

Address

Phone and email address



EXHIBIT A
FLOOR PLAN

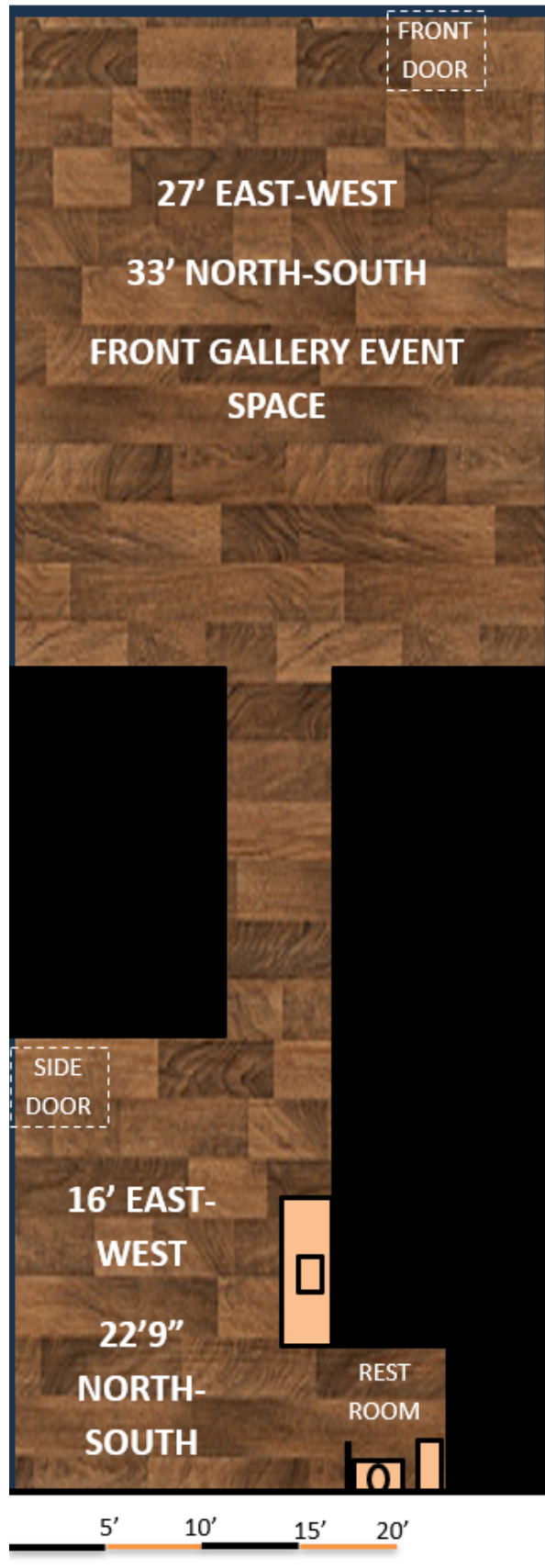




Exhibit B

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

The NORTHEAST KANSAS CHAMBER OF COMMERCE 2657 INDEPENDENCE AVE KCMO 64124
Managing agent for the EGG (Economic Growth Gallery)
816-231-3312 NEKCCHAMBER.COM

I. **WAIVER OF LIABILITY.** In consideration for being allowed to enter and use the EGG SPACE (the "**Activities**") located within 2659 Independence Avenue, Kansas City, MO 64124 (the "**Building**"), the undersigned, individually, and for each of the minor children identified below, if any, hereby RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE, the Northeast Kansas City Chamber of Commerce, a 501 c 6 Not For Profit, its members, managers, officers, agents, or employees (hereinafter referred to as "**RELEASEES**") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by the undersigned or any minor children under the undersigned's custody, care, and control, or to any property belonging thereto, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

II. **EXPRESS ASSUMPTION OF RISK.** The undersigned, individually, and for any minor children under the undersigned's custody, care, and control, if any, expressly acknowledges and agrees that they are fully aware of the risks and hazards connected with the Activities, and are aware that such Activities include the risk of injury and even death, and hereby elect to voluntarily participate in said Activities (or to allow their minor children to participate, as the case may be), knowing that the activities may be hazardous. The undersigned, individually and for any minor children under the undersigned's custody, care, and control, if any, understands that the Building does not require them (or their minor children, as applicable) to participate in the Activities, and the undersigned voluntarily assumes full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by them or any minor children under the undersigned's custody, care, and control, or any loss or damage to property owned by them (or their minor children, as applicable), as a result of being engaged in such Activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

III. **HOLD HARMLESS.** The undersigned, individually, and for any minor children under the undersigned's custody, care, and control further hereby AGREES TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that RELEASEES may incur due to my participation in said Activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

IV. **ACKNOWLEDGMENT.** In signing this Waiver of Liability and Hold Harmless Agreement, the undersigned hereby acknowledges and represents that he/she has had sufficient and ample time to read and review the foregoing Wavier of Liability and Hold Harmless Agreement, to understand it, and to sign it voluntarily as his/her own free act and deed with the further understanding that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Missouri.

Initials: _____

I HEREBY CERTIFY that I have read and understand the terms and conditions of this Waiver of Liability and Hold Harmless Agreement; that I am at least eighteen (18) years of age and fully competent; and I have executed this Waiver of Liability and Hold Harmless Agreement for full, adequate, and complete consideration fully intending to be bound by the same.

PRINTED NAME: _____

SIGN: _____

INITIALS: _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____

Email address _____

NAMES AND AGES OF MINOR CHILDREN INVOLVED IN ANY WORKSHOPS, CLASSES OR ACTIVITIES:

_____ AGE: ____

_____ AGE: ____

_____ AGE: ____

Add a roster of names if needed.