



**THE LEADERSHIP CENTER**  
2211 Q Street, Aurora, NE 68818-1304  
Phone: 402-694-3934 Fax: 402-694-6116  
E-mail: [executivedirector@tlcaurora.org](mailto:executivedirector@tlcaurora.org)  
Webpage: [www.tlcaurora.org](http://www.tlcaurora.org)

## CONTRACT FOR SERVICES

DATE: October 26, 2022

**CONTRACTING GROUP:** Nebraska FFA Association- "COLT Conference 2023"

**CONTACT:** Sarah Heideman

**TELEPHONE:** 308-241-1860

**ADDRESS:** PO Box 94987

Lincoln, NE 68509-4987

**EMAIL:** [sarah.heideman@nebraska.gov](mailto:sarah.heideman@nebraska.gov)

**CONTRACT SIGNOR:** Nebraska FFA Association Board President

### EVENT DATES:

**Exclusive Facility Use Rental: May 10-30, 2023**

Pre-COLT (9) May 10-17 (Wed-Wed)

COLT 1 (190) May 18-19 (Thurs-Fri)

Officers/Staff Only (9) May 19-22 (Fri-Mon)

COLT 2 (190) May 22-23 (Mon-Tues)

COLT 3 (190) May 24-25 (Wed-Thurs)

COLT 4 (190) May 26-27 (Fri-Sat)

Officers/Staff Only (9) May 27-29

COLT 5 (190) May 29-30 (Mon-Tues)

**NUMBER OF ATTENDING:** (9/950) *(Your final counts are due May 4, 2023)*

### EVENT PACKAGE INCLUDES:

**MEALS:** To be selected by TLC. Please make them hearty. For the banquet, please pre-set tables with salad & dessert. Also please serve beef.

**Pre-COLT:** No Meals. Please note food policy. You are welcome to add meals at a later date.

**COLT 1:** Thursday Lunch @ 11:30 a.m., Banquet @ 6:30p.m.; Friday Breakfast @ 7 a.m., Lunch @ Noon

**OFFICERS ONLY:** Friday PM – Monday AM: No Meals. Please note food policy.

**COLT 2:** Monday Lunch @ 11:30 a.m., Banquet @ 6:30p.m.; Tuesday Breakfast @ 7 a.m., Lunch @ Noon

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**COLT 4:** Friday Lunch @ 11:30 a.m., Banquet @ 6:30p.m.; Saturday Breakfast @ 7 a.m., Lunch @ Noon

**OFFICERS ONLY:** Saturday PM – Monday AM: No Meals. Please note food policy.

**COLT 5:** Monday Lunch @ 11:30 a.m., Banquet @ 6:30p.m.; Tuesday Breakfast @ 7 a.m., Lunch @ Noon

**GATHERING ROOM:** The Contracting Group will have access to the Whole Facility^ from May 10, 2022 to conclusion of final COLT session, exclusive use of Gym, State Officer Work Room (Conference Room), Advisor Room (Wedeking), all Lakeside Rooms, and all 3 Mathers, and Upstairs Gym. The pool will be exclusive use from 7 p.m. to midnight each night. Board Room will be used as a Mother's Room with a fridge and changing station.

^The Leadership Center has 1 existing contracts for the fitness facility and the pool for water exercise. These activities continue even during exclusive building use.

**SET-UP:** To be determined no later than May 1, 2023. The FFA will have access to a refrigerator and microwave as they have in the past. It will be housed in their officer headquarters (Conference Room). Foods stored in or cooked with these items are done so at their own risk. No outside food is to be consumed in Mather Hall except candy or beverages.

**LODGING:** 7 rooms are being held for State Staff, State Officers, and National Officers. Please let us know if the number has to be higher. All attendees are responsible for booking and paying for lodging.

**ADDITIONAL:** Copies: B/W \$0.25 per printed page & Colored \$0.50 per printed page; Faxes \$0.50 per page. Should FFA Advisors like to purchase use of the fitness room, access will be \$4 per day/per person. The fitness room will not be available to the Nebraska FFA members attending COLT though it will be available to State FFA Officers and State Staff that are 18 and older. Those wishing to partake must stop in at the office to sign a waiver and get their code. All other charges will be charged accordingly.

**Group Financial Agent Initial and Date:**

TLC Agent Initial and Date ellb 10/26/22

**FINANCIAL:****Event deposit #1: \$5,000 Due at time of booking.**

**Event Deposit #2: \$16,000.00 Due on first day of Pre-COLT.**  
*If this event does not take place do to Covid-19, Deposit #2 is not required unless it is canceled after May 4, 2023.*

**Facility Rental Fees: \$20,800.00****\*\*\*Exclusive Facility Use begins Wednesday May 11, 2022-May 30, 2023\*\****Facility Rental Fees include meeting rooms, set-up and recreation use.***May 10, 2023: \$1000.00 (All day)****May 25, 2023: \$1000.00 (All day)****May 11, 2023: \$1000.00 (All day)****May 21, 2023: \$1000.00 (All day)****May 12, 2023: \$1000.00 (All day)****May 22, 2023: \$1000.00 (All day)****May 13, 2023: \$800.00 (All day) \*\*****May 23, 2023: \$1000.00 (All day)****May 14, 2023: \$1000.00 (All day)****May 24, 2023: \$1000.00 (All day)****May 15, 2023: \$1000.00 (All day)****May 25, 2023: \$1000.00 (All day)****May 16, 2023: \$1000.00 (All day)****May 26, 2023: \$1000.00 (All day)****May 17, 2023: \$1000.00 (All day)****May 27, 2023: \$1000.00 (All day)****May 18, 2023: \$1000.00 (All day)****May 28, 2023: \$1000.00 (All day)****May 19, 2023: \$1000.00 (All day)****May 29, 2023: \$1000.00 (All day)****\*\*Graduation party in Mather****May 30, 2023: \$1000.00 (All day)**

*\*Per the 10/22/2022 NVAF Board Meeting: due to increasing costs, the board will offer a 10% discount on lodging for Nebraska State FFA Staff and State FFA Officers only during COLT. Also, Exclusive Use was lowered from \$1,600 per day to \$1,000 per day rental.*

**Explanation of costs: Meals:** Breakfast: \$9.68+, Lunch: \$13.31+, Supper: \$15.73+ **Amenities:** \$20 per person per day *Amenities fee covers recreation, power, water, lights, etc. It is a non-taxable fee.*; **Lodging:** Single (1 per person): \$80.00+ per room per night, Multiple (2-4 people): \$100.00+ per room per night, Dorm/Cabin\*^: \$22.00+ per person per night. + indicates item is taxable.

**Officer (7):****Pricing is per person, includes (20) meals and amenities.****COLT Conference Package:****\$560.15**

(prices do not include sales tax).

**Lodging: Multiple (2-4) \$100.00 x FFA 10% Discount = \$90.00 per room per night. 3 Rooms x 20 nights = \$5,400.00****State Staff (3):****Pricing is per person, includes (20) meals and amenities.****COLT Conference Package:****\$560.15**

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**Lodging: Single (1 person) \$80.00 x FFA 10% Discount = \$72.00 per room per night. 3 Rooms x 19 nights = \$4320.00****2 Day COLT Package (2 Sessions): Member/Advisor Package: 190 per session\*\*****Pricing is per person, includes (4) meals and amenities.****COLT Conference Package:****\$72.03**

(prices do not include sales tax).

*\*Lodging booked by Chapter: Single (1 person) \$80.00 per room per night/ Multiple (2-4 ppl) \$100.00 per room per night/ Dorm-Cabin\*^: = \$22.00 per person per night \*^must provide own bedding & towels.*

*\*\*Numbers have been based off attendance numbers in 2022.*

**COLT Session Commuter: Guests off the FFA will be charged for the meal(s) they are here for: Breakfast: \$9.68+, Lunch \$13.31+, or Supper \$15.73+.**

**Meal Charges:** Nebraska FFA Association will be charged the RSVP # given May 4, 2023 unless plate count is higher for any meal during their event. Please make us aware of any significant number changes if possible so that the appropriate preparations can be made to best serve you and your group.

**Final Balance will be due no later than June 29, 2023. Final Invoice will be ready on the afternoon of Tuesday, May 30, 2023. As requested by contracting party, an invoice will be emailed at the conclusion of the event.**

**Group Financial Agent Initial and Date:**

TLC Agent Initial and Date

*CLM 10/26/22*

## LODGE BLOCK INCLUDES:

54 Lodge Rooms & Two Dorms (1 female (48 guests) & 1 male (48 guests)) blocked for COLT Conference. A Third Dorm will be used if necessary. Rooms will be blocked through May 5, 2022.

### **Block Lodging Prices: \*\*This includes State Officers**

**Single: \$80.00 per room per night (1 person)**

**Multiple: \$100.00 per room per night (2-4 people in the room)**

**Dorm\*^: \$22.00 per person per night \*^must provide their own bedding & towels**

*Advisors/Attendees needing lodging can call 402-694-3934 to book their rooms. Have them mention COLT and the session number. Reservations for sessions made no later than May 4, 2023. The Leadership Center will handle all lodging assignments. Lodging payments will be due upon arrival. Room reservations will be handled on a first come, first serve basis. Check-in will be 8:00 a.m., Check-out will be 9:00 a.m.*

*Chapters wishing to come in early must make arrangements beforehand with The Leadership Center by calling 402-694-3934. We will be offering a bonfire and s'mores the night before each COLT session for early arrivals sponsored by the NVAF. Early arrivals will have access to the pool and pond.*

### **Self-Insurance:**

The Leadership Center does request and require the Nebraska FFA Association provide a Certificate of Self-Insurance for this event. Please have noted on certificate the following: "Nebraska Vocational Agricultural Foundation d/b/a The Leadership Center is listed as an additional insured."

### **Damages:**

Any damages to property or equipment during event shall be handled through the provisions of Nebraska law which includes the provisions of the State Contract and Tort Claims Acts for relief with respect to property damage, personal injury, and death proximately caused by the wrongful act or omission or negligence of the Nebraska FFA Association or its employees, acting within the scope of their employment. Nebraska FFA Association does not provide insurance coverage or accept liability for the intentional or negligent acts or omissions of guests, invitees, and other persons not employed by the Nebraska FFA Association. Nothing contained herein shall constitute a waiver of the sovereign immunity of the State of Nebraska.

### **Liability & Hold Harmless:**

The Group shall indemnify, defend and hold harmless The Leadership Center and its officers and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorneys' fees (collectively "Claims") arising out of or caused by the Group's or its members negligence in connection with the use of The Leadership Center facilities. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such Claims.

### **Minimum Numbers:**

The Leadership Center serves groups of all sizes. For meal service, a minimum of 10 people served per meal is required. If serving less, you will be charged for 10 meals per meal served unless previous arrangements are made or a special accommodation is made and noted. There are no minimums for refreshments, meeting space, etc.

### **Nebraska Food Code:**

Though outside food is allowed in your meeting and lodging areas, food that is temperature controlled cannot be brought in as mandated by Nebraska Food Code nor can we provide you a refrigerator or storage of outside food of any kind. This includes coffee pots, crock pots, ice cream, delivery pizza, grilling or BBQ, etc. Anything that needs to be heated, cooled or frozen may not be brought in. The Leadership Center staff has been instructed to dispose of any food in violation. All food served by The Leadership Center will be set-up and removed by The Leadership Center. This policy is not to be a difficulty to our guests, but to ensure the safety of our guests and our ability to continue serving our guests in the best way possible.

### **Alcohol:**

Liquor is allowed in meeting or lodge area. It cannot be served, sold or consumed in any common spaces including the lobby, dining area, swimming pool, etc. The Contracting Group accepts full responsibility to follow any and all laws regarding liquor and are responsible for any and all damages, harm, accidents, etc. caused due to liquor they served or consumed during their time at The Leadership Center. If liquor is to be sold during event, a license or licensed provider must be obtained by Contracting Group and The Leadership Center must be notified and provided proof no later than 30 days before event. Alcohol is not for sale on The Leadership Center property nor can the staff of The Leadership Center sell, serve or handle liquor.

### **Smoke Free & Pet Free Facility:**


The Leadership Center is a smoke free & pet free facility. Smoking is strictly prohibited in any meeting room, lodge room, dorm/cabin or indoor facility. The only animals allowed are working animals that are properly documented.

### **Swimming Pool & Pond:**

The Leadership Center does have a swimming pool available to our guests. We do not provide lifeguards. The Contracting Group must provide adult supervision for all swimmers 16 years old or younger. The Contracting Group agrees to follow all posted rules. The Leadership Center also has a pond and provides life jackets and paddleboats, kayaks and canoes. Contracting group agrees to ensure life jackets will be worn by all participants and that all participants 16 years old or younger will be supervised by an adult. The Contracting Group accepts responsibility for any and all damages, harm, accidents, etc. that may occur while in the pool or pond areas.

**Group Financial Agent Initial and Date:**

TLC Agent Initial and Date

 10/26/22

**Fitness Center:**

The Leadership Center does have a Fitness Center available to our guests, 18 years and older. Individuals under 18 years old are not permitted. An access code can be purchased by interested individuals at the business office or by contacting the Manager on Duty. Any individual that purchases an access code agrees to follow all posted rules and to not share their access code with others. *Unauthorized access will be considered trespassing and charged accordingly.* Individuals who use the fitness center accept responsibility for any and all damages, harm, accidents, etc. that may occur while using the fitness equipment or being in the fitness center. Fitness Center is not available to family reunions at this time.

**Bonfire Area:**

Contracting Group will ensure that all participants 16 years old and younger are supervised by an adult while using bonfire area at The Leadership Center. They ensure that there will be no careless or reckless behavior during bonfire. Liquor is not allowed outside on the grounds or in the bonfire area at any time. The Contracting Group accepts responsibility for any and all damages, harm, accidents, etc. that may occur while in the bonfire area. Groups must reserve Bonfire Area with Business Office before use.

**Event Deposits:**

All deposits made on events are neither non-refundable nor transferable if event is canceled less than 31 days before event. If event is canceled 31 days or more before event is to be held, deposit is transferable to another meeting held by the Nebraska FFA Association within six months of the original event. If event is held as intended and deposit results in a balance, the balance can be used as credit towards another event held by the Nebraska FFA Association or refunded to the Nebraska FFA Association.

**Covid-19:**

The Contracting Group understands by signing this contract, the Contracting Group acknowledges the risk of possible Covid-19 transmission/exposure. The Contracting Group accepts all liability for any activities their guests partake in while at The Leadership Center. The Contracting Group also understands that by entering The Leadership Center for an event or services, their guests acknowledge and assume the risk and dangers of illness, disease, medical complications, injury or death caused by or related to Covid-19 or any other activities they partake in while at The Leadership Center.

**\*\*In case of event having to be postponed due to Covid-19:** If event must be postponed due to Covid-19, your group will be given 21 days to pick another date within 6 months of the original scheduled event. The event must be the same Contract Value or of greater Contract Value as the original event. If an event cannot be rescheduled, the group will be held to the terms of the original contract.

**CANCELLATION TERMS:**

This event may be cancelled by the Contracting Group. If cancelled no less than 15 days before the event, the Contracting Group is responsible for one-half of the Full Contract Value less the Event deposit. Contract Value is the Number Attending listed on the contract multiplied by the Single Per Person rate. If the event is canceled 15 days or less before the event by the Contracting Group, the Contracting Group is responsible for the Full Contract Value less the Event Deposit.


**\*\*In case of Inclement Weather:** If event must be canceled due to inclement weather, your group will be given 14 days to pick another date within 6 months of the original scheduled event. The event must be the same Contract Value or of greater Contract Value as the original event. If an event cannot be rescheduled, the group will be held to the terms of the original contract.

Invoices are created to the Contracting Group; the contact for the group is responsible for payment of the invoice. THE LEADERSHIP CENTER will not accept individual payments from guests unless arrangements have been made prior to the event.

We have read and agree to the terms of this contract. This contract is binding when signed and returned to The Leadership Center. Sign and return with deposit within 10 days of receipt.

Group Financial Agent: \_\_\_\_\_

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

TLC Agent: Maile Ilac Boeder, Executive Director  \_\_\_\_\_

Date: 10/26/22

**ORIGINAL – RETURN TO TLC**



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*[Signature]* 10/26/22

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**Group Financial Agent Initial and Date:**

TLC Agent Initial and Date Ullm 10/26/22

**Fitness Center:**

The Leadership Center does have a Fitness Center available to our guests, 18 years and older. Individuals under 18 years old are not permitted. An access code can be purchased by interested individuals at the business office or by contacting the Manager on Duty. Any individual that purchases an access code agrees to follow all posted rules and to not share their access code with others. *Unauthorized access will be considered trespassing and charged accordingly.* Individuals who use the fitness center accept responsibility for any and all damages, harm, accidents, etc. that may occur while using the fitness equipment or being in the fitness center. Fitness Center is not available to family reunions at this time.

**Bonfire Area:**

Contracting Group will ensure that all participants 16 years old and younger are supervised by an adult while using bonfire area at The Leadership Center. They ensure that there will be no careless or reckless behavior during bonfire. Liquor is not allowed outside on the grounds or in the bonfire area at any time. The Contracting Group accepts responsibility for any and all damages, harm, accidents, etc. that may occur while in the bonfire area. Groups must reserve Bonfire Area with Business Office before use.

**Event Deposits:**

All deposits made on events are neither non-refundable nor transferable if event is canceled less than 31 days before event. If event is canceled 31 days or more before event is to be held, deposit is transferable to another meeting held by the Nebraska FFA Association within six months of the original event. If event is held as intended and deposit results in a balance, the balance can be used as credit towards another event held by the Nebraska FFA Association or refunded to the Nebraska FFA Association.

**Covid-19:**

The Contracting Group understands by signing this contract, the Contracting Group acknowledges the risk of possible Covid-19 transmission/exposure. The Contracting Group accepts all liability for any activities their guests partake in while at The Leadership Center. The Contracting Group also understands that by entering The Leadership Center for an event or services, their guests acknowledge and assume the risk and dangers of illness, disease, medical complications, injury or death caused by or related to Covid-19 or any other activities they partake in while at The Leadership Center.

***\*\*In case of event having to be postponed due to Covid-19:*** If event must be postponed due to Covid-19, your group will be given 21 days to pick another date within 6 months of the original scheduled event. The event must be the same Contract Value or of greater Contract Value as the original event. If an event cannot be rescheduled, the group will be held to the terms of the original contract.

**CANCELLATION TERMS:**

This event may be cancelled by the Contracting Group. If cancelled no less than 15 days before the event, the Contracting Group is responsible for one-half of the Full Contract Value less the Event deposit. Contract Value is the Number Attending listed on the contract multiplied by the Single Per Person rate. If the event is canceled 15 days or less before the event by the Contracting Group, the Contracting Group is responsible for the Full Contract Value less the Event Deposit.


***\*\*In case of Inclement Weather:*** If event must be canceled due to inclement weather, your group will be given 14 days to pick another date within 6 months of the original scheduled event. The event must be the same Contract Value or of greater Contract Value as the original event. If an event cannot be rescheduled, the group will be held to the terms of the original contract.

Invoices are created to the Contracting Group; the contact for the group is responsible for payment of the invoice. THE LEADERSHIP CENTER will not accept individual payments from guests unless arrangements have been made prior to the event.

We have read and agree to the terms of this contract. This contract is binding when signed and returned to The Leadership Center. Sign and return with deposit within 10 days of receipt.

Group Financial Agent: \_\_\_\_\_

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

TLC Agent: Maile Ilac Boeder, Executive Director  \_\_\_\_\_

Date: 10/26/22

**COPY – KEEP FOR YOUR RECORDS**