

OLD ABILENE TOWN RENTAL AGREEMENT

201 SE 5th St. Abilene, KS 67410

Today's Date: _____

Name of Contact: _____

What is venue being used for?: _____

Date of rental: _____

From: _____

Until: _____

The RENTER will be charged from the time the RENTER comes to set up until the time the event is over, cleaned up, and the RENTER leaves. Please include set up time.

Which buildings will need to be opened or will need to be in use for your event?

Pavilion: (\$65/Hr) _____ Alamo: (\$50/Hr) _____

Tables and/or chairs needed? Y_____ N_____

If yes, how many? _____

(If yes, there is a \$5 per table rental fee. Tables are 6' long with 6 chairs and there are 8 available)

Will you need Old Abilene Town Volunteers at your event to serve alcohol?

Y_____ N_____

(If yes, there is a \$10/hr fee and all alcohol must be supplied by Old Abilene Town. Please note the ALCOHOL section of contract listed)

Will you need a microphone or PA system at your event?

Y_____ N_____

(If yes, please add a \$10 rental fee to your event total)

Please list any other special requests you would like Old Abilene Town to accommodate for your event.

Historic Abilene Inc. requires a \$100 security deposit to solidify your reservation.

We accept checks or money orders to be made payable to: Historic Abilene Inc. After the scheduled activity in Old Abilene Town, the check will be returned to the renter at the address listed, if there is no reason for it to be processed. The security deposit will be held to the end of the rental at which point all materials associated with rental must be removed and disposed of by RENTER (Including but not limited to scenic elements, trash, food trash, and rented materials)

Check # _____

In this contract, you will be referred to as "RENTER." Please read through the following agreement. Your signature at the end confirms you have read and agree to all terms and will abide by the expectations presented.

RENTER shall not be entitled to use the premises at any time or for any purpose, if payment required under this agreement is due and outstanding. Historic Abilene Inc. may, without notice to RENTER, refuse to open the doors of the premises until all such outstanding amounts outlined in this contract are paid. On any default in payment by RENTER, Historic Abilene Inc. shall retain all monies paid and RENTER shall remain liable for the outstanding balance.

DAMAGES/LIABILITY: RENTER shall be responsible to Historic Abilene Inc. for any damage, destruction or defacement to the premises or furnishings/equipment caused by RENTER or RENTER's employees, contractors, guests, or invitees. RENTER shall be billed for damages if they exceed security deposit. RENTER remains responsible for all loss or damages to space while renting, up to and including actual replacement value for each missing or damaged item plus labor. The cost of repairs and replacements necessitated by such damage, destruction, or defacement shall be deducted from security deposit. Deposit may be used to cover overtime rental fees, removal of trash or debris not performed in accordance with the terms of this agreement, repairs made necessary by the RENTERs activities. Please allow thirty (30) days for deposit return.

ACCESS: Access to Old Abilene Town will be available to RENTER at the start time indicated in the contract and conclude with the time as indicated on contract. Deposit will be utilized if renter appears earlier or stays later than stated in the contract.

CANCELLATION & NO SHOW POLICY: RENTER is financially responsible for all rental fees regardless of whether RENTER made use of booked rental space/time. Both parties (Historic Abilene Inc. and the RENTER) reserve the right to cancel the reservation 30 calendar days or more prior to scheduled event.

PERSONNEL: Renter to provide their own event personnel. RENTER shall be responsible for RENTERs own employees and performers, communication of rules and regulations and shall discharge or cause to be discharged all of RENTERs obligation with respect to such persons under all applicable federal, state, and local laws.

RESPONSIBILITIES, RESTRICTIONS & REGULATIONS:

Failure to perform any of the actions listed will result in additional fees, the release of any booked rental space, and the loss of future rental privileges: A: RENTER may not alter the space in any way without written consent from Historic Abilene Inc. B: Nothing may be attached to the floor, walls or ceilings. No

screws, nails, duct tape, or other fixtures may be used to affix materials. C: The RENTER shall maintain a clear path to each building exit as required by the City of Abilene Fire Code. The RENTER shall not tamper with or cover over any safety device. These include all emergency exit signs and fire extinguishers. D: RENTER agrees to return the area at the close of agreement, to the condition in which the RENTER found it. RENTER will sweep floor and clean tables. No equipment may be left for pickup or disposal following the end of the rental contract time. Failure to remove items will result in the use of security deposit to cover the cost of storage and/or removal. All work completed by Old Abilene Town staff to restore the space shall be deducted from deposit and billed to RENTER at a labor charge of \$20/Hr plus the cost of supplies. RENTER is responsible for removing all catering trash and recycling from the premises at close of event. Caterers to supply trash bags, cleaning supplies, mops, linens, etc. RENTER is responsible for moving all bagged trash to the trailer north of the pavilion (by the red shed) All cigarette butts must be disposed of in one of the smoking receptacles in the main street area. Set up and clean up time is to be included in time listed of rental.

ALCOHOL: The sale of alcoholic beverages is prohibited due to the cereal malt beverage license held by Historic Abilene Ince. You can purchase beer through Old Abilene Town. Any food/drinks brought onto premises during a closed party must be supervised continuously by RENTER.

WIFI & TECHNOLOGY: Guest use of the wireless system is permissible.

SAFETY: RENTER shall ensure all pertinent fire regulations are followed and shall keep all fire exits, including doors, hallways and stairwells accessible at all times. RENTER shall not act in any matter which conflicts with ordinances, orders, requirements, rules or regulations of the Fire Department or Board of Health, or any other governmental department, commission, board, officer or agency having jurisdiction. All equipment, props, scenery, or any other items brought onto grounds must be fireproofed according to fire safety regulations.

CONTENT & CONDUCT: Historic Abilene Inc. makes no restrictions on artistic content. Any person applying for use of the facility must be 18 years old. Historic Abilene Inc. reserves the right to eject anyone who is deemed by it representatives to present him or herself in a disorderly fashion.

REFUSAL OF SERVICE: Historic Abilene Inc. reserves the right to cancel any reservation and refuse admittance to any individual or organization for noncompliance with any of the policies or financial terms in this rental agreement.

INDEMNITY AGREEMENT: RENTER hereby agrees to indemnify, protect, defend and hold harmless Historic Abilene Inc. for any and all costs, loss, damage, liability, expenses, attorneys' fees, penalties and fines whatsoever that may be incurred as a result of RENTERS use of the premises. When either negligent or directly implicated, the RENTER is responsible for any theft from or damages to facility, property, staff and/or guests.

FORCE MAJURE: Historic Abilene Inc. is not liable for failure to perform the party's obligations if such failure is a result of Acts of God (Including fire, flood, earthquake, storm, hurricane, or other natural disaster) war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared) civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this in such circumstances.

CONTACT INFORMATION: For questions such as closing due to weather or other emergencies:
PHONE: 605-839-9115 (Kobi Anderson)

ENTIRE AGREEMENT: This document and attached appendixes represents the entire agreement between these two parties and supersedes any previous agreement, written or oral unless modified and signed by both RENTER and Historic Abilene Inc. Any changes to the agreement must be made by either a signed addendum or the issuance of a new contract. Handwritten changes to this agreement are not acceptable.

Checks are made payable to: Historic Abilene Inc. PO Box 662 Abilene, KS 67410

TO BE FILLED OUT BY RENTER:

Name of RENTER: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

Printed name: _____