

Date: Scheduled By: Deposit:

WKCAC SAFE CHILD CENTER RENTAL AGREEMENT

This Rental Agreement ("Agreement") is dated as set forth in the signature lines below, between Western Kansas Child Advocacy Center, Inc. ("Lessor"), a Kansas Not For Profit Corporation and

YOUR NAME: _____ ("Lessee") (each referred to herein as "Party", collectively as "Parties").

EVENT DATE(S): _____ **TIME STARTING:** _____

NAME/TYPE OF EVENT: _____

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. **Rental of Property.** Lessor hereby grants Lessee the right to enter onto the Premises described below for the sole purpose of the above-described Event on the Event Date. Lessee shall not use or be allowed on the Premises for any other purpose on any other date.
2. **Premises.** The property so rented is the real property, and all rented personal property located thereon, located at: 212 E. 5th Street, Scott City, Kansas 67871, insofar and only insofar as such property includes that portion of the building known as the Safe Child Center (the "Premises"). Lessee shall not be allowed to use the portion of the property used as the advocacy center, or any other locked or secured room including the locked storage room found in the Safe Child Center.
3. **Charges.** In exchange for use of the Premises, Lessee shall pay the damage deposit, donation fee, and any other applicable charges as follows:
4. **Fees: All Deposits for Damage & Clean will be refunded if requirements are met & Key returned!**
 - a. Day Event: Includes a full day rental from 7:00 am – Midnight (all guests must vacate by midnight).
 - b. Clean-up must be done same day unless prearranged (Set up day before and clean-up the day after).
***Deposit will be kept in full if clean-up is not fully complete.**
 - c. Multi-Day Event: Apply Day Donation fee for every day of event, the rest of the #a applies to multi-day events.
 - d. Includes use of entire facility including kitchen, tables, chairs and sound/av system.

i. _____	Donation Fee – Non-profits, associations, groups	None or free will
ii. _____	Damage & Cleaning Deposit – Non-profits, associations	\$250.00 - \$350.00
iii. _____	Donation Fee – Small groups (less than 50)	\$ 50.00
iv. _____	Damage & Cleaning Deposit – Small groups (less than 50)	\$250.00
v. _____	Damage & Cleaning Deposit - Small groups (< 50 + Alcohol)	\$350.00
vi. _____	Donation Fee – Mid-size groups (50 - 150)	\$150.00
vii. _____	Damage & Cleaning Deposit – Mid-size groups (50 - 150)	\$350.00
viii. _____	Donation Fee – Larger groups (more than 150)	\$500.00
ix. _____	Damage & Cleaning Deposit – Larger groups (more than 150)	\$350.00
x. _____	Clean-up Fee if WKCAC cleans up – Any size groups	\$350.00
xi. _____	Removal of banners off wall (non-refundable)	\$350.00

NOTE: If the booking is for a non-alcohol event, and alcohol is being consumed in or around the building or parking lot, the damage deposit will be forfeited, AND the renter will be denied any future use of the building.

5. **Donation Fees.** – The Donation Fee is due within 5 days in advance of the event date. All payment arrangements can be made through the WKCAC Office Manager (620-872-3706). Failure to pay the Donation Fee within the stated time period will result in cancellation of this Agreement.
6. **Damage & Cleaning Deposit.** – The Damage & Cleaning Deposit is due upon execution of this Agreement. The Damage & Cleaning Deposit will be refunded at the discretion of the WKCAC Director. Damage & Cleaning Deposit funds may be used by Lessor for excess cleaning expenses incurred by Lessor, if the key is not returned, for compensation of damages if Premises are not left in the same conditions as was found prior to the event, or for payment of cancellation in accordance with the cancellation policy set forth herein. Lessor reserves the right to assess additional charges above the Damage & Cleaning Deposit. Damage & Cleaning Deposit refunds will be made within 30 days of the event and after key is returned.
7. **Cancellation Policy.** – If your event is cancelled within 0-5 days of the event date, no refund of the Damage Deposit will be given; if cancelled 6 days or more from the event date, a full refund of the Damage Deposit will be provided.
8. **Use and Damages to Premises.** Lessee shall be liable for any and all damage incurred to the Premises during rental of such by Lessee. Lessee shall immediately report any damage to the Premises or personal injury occurring on the Premises to Lessor. Lessor shall have the right to request Lessee to vacate the Premises if damages occur prior to or during the event in accordance with Paragraph 8 herein. Lessee shall not make any alterations or modifications to the Premises, or the personal property located on the Premises, and by signature below, indicates they accept the Premises in its present condition. Lessor makes no representations or warranties about the condition of the Premises. By signature below, Lessor represents that it believes the Premises to be safe and suitable for the purposes of the event. Lessor and all representatives of Lessor, including law enforcement at the request of Lessor, shall have access to the Premises at all times during and after the Event to inspect and enforce this Agreement.
9. **Use Policies.** In addition to all usage policies stated herein, Lessee hereby agrees to be subject to, and will fully follow, all policies and procedures set forth on the attached **Use Policies page** which is hereby fully incorporated herein.
10. **Hold Harmless and Indemnification.** Lessee, on his/her/its behalf and behalf of all of Lessee's principals, officers, members, directors, employees, independent contractors, agents, family members, guests, and invitees, hereby fully releases and discharges Lessor, together with Lessor's respective principals, officers, members, directors, employees and agents, from any and all claims, demands and causes of action by reason of any injury of whatever nature which has occurred, or may occur, to the Lessee or any of Lessee's invitees as a result of or in connection with the occupancy of the Premises and hereby agrees to indemnify, defend, and hold harmless Lessor, its principals, officers, members, directors, employees and agents against any and all claims or suit arising from Lessee's occupancy of the Premises, including, but not limited to any claim or liability for personal injury or death or damage or theft of property which is made, incurred, or sustained by Lessee and/or any invitees of Lessee, and/or third parties to which Lessee is liable, including paying all costs and attorney fees that may be incurred in defense of Lessor.
11. **No Assignment.** Lessee shall not assign this Agreement or otherwise sublet the Premises.
12. **Default; Costs and Attorney's Fees for Enforcement.** In the event Lessee breaches any term on this Agreement, Lessee shall immediately be considered in default of the Agreement and Lessor shall have the

right to terminate the Agreement immediately and cause Lessee and all invitees of Lessee to vacate from the Premises. Lessor shall have available to it all other remedies provided under the law to enforce provisions of this Agreement. Shall Lessor incur any expenses or costs in enforcing any provision in this Agreement or must institute any suit or action under or in relation to this Agreement, Lessor shall be entitled to recover from Lessee, all fees, costs, and expenses incurred in enforcing such rights under this Agreement, including without limitation, such reasonable attorney's fees.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof. All prior agreements, discussions, and representations expressed or implied, between the Parties are merged herein. Any amendments or modifications of this Agreement shall be in writing and executed by all Parties.
14. **Governing Law.** This Agreement shall be governed by the laws of the State of Kansas. Any suit arising out of this Agreement shall be brought in the State Courts of Kansas with a situs in Scott County, Kansas and both Parties hereby agree to jurisdiction and venue being the same.
15. **Successors and Assigns.** This Agreement is binding upon the Parties and their respective successors and assigns.

Lessor - WKCAC

Date

Lessee

Date

Lessee Printed Name: _____

Lessee Address: _____

Lessee Phone: _____

Lessee Email: _____

Set up time: _____

Event start: _____ Event end: _____

Options:

Audio/Visual: Yes _____ No _____ (projector, screens, tv's, stereo, etc.)

Alcohol: Yes _____ No _____ See Use Policies No. 6

Clean up: Yes _____ \$350 (if you choose to have paid clean up by the center)

No _____ You will do the clean up

Tablecloths Rental: Yes _____ No _____ (black or white, round tables only)

_____ \$30 for 50 & less people

_____ \$50 for 50 – 150 people

_____ \$75 for more than 150 people

USE POLICIES

1. **Access** – Access to the building is obtained by making arrangements through the WKCAC office at least 5 days in advance of the event date.
2. *****Liability Insurance***** – Liability Insurance is required for events serving or allowing alcohol and having more than 50 attendees. Lessee's renting for such events shall supply proof of Liability Insurance at least 5 days in advance of the event in the amount of \$500,000, naming Lessor as an additional insured. (check your homeowner policy, on-line examples: <https://service.rvnuccio.com/pei/policy/start>; <https://www.theeventhelper.com/>). Lessee must comply with all applicable local and state ordinances and laws governing the sale or serving of cereal malt beverages or alcoholic beverages on the Premises. Lessor does not possess, nor does it represent that it possesses any license that allows it to sell and/or serve cereal malt beverages or alcoholic beverages on the premises.
3. **Tables/Chairs** – Rental of tables and chairs are included in the Donation Fee. Lessees must indicate if table cloths are going to be rented, which covers the cleaning of the table cloths. A reduction of deposit may be needed if tablecloths are damaged – colored on with crayons, markers, pens or burned etc. The Lessees are required to set up and break down tables and chairs and replace in the large storage unit.
4. **Technology** – The facility is equipped with a PA/AV system. If Lessee desires to use the PA/AV system, Lessee must make a request for such to the WKCAC at least 5 days prior to the event with the WKCAC Office Manager (620-872-3706). If the system is in any way damaged by the Lessee this will result in loss of deposit and the remainder of fee to fix the damage.
5. **Time of Events** – On the date of the event, **all guests must vacate the Premises by midnight**; Lessee may remain on the Premises to clean or otherwise begin the check-out procedure, securing and locking all doors, by midnight.
6. **Alcohol** – Consumption of alcohol is prohibited in the parking lot and anywhere else outside of the Event Center. Violation of this policy will result in the forfeiture of deposit refund.
7. **Prohibited Items** - Glass bottles and bouncy houses/inflatables are prohibited on the Premises. Any cooking appliance that utilizes propane tanks cannot be used inside the building.
8. **Decorations** - No physical alterations of any sort are allowed to the Premises. Before hanging decorations on the walls or from the ceilings the material (tape, putty, clips, tacks, nails) used for hanging must be **PRE-APPROVED**. Contact WKCAC Office Manager (620-874-2272)
9. **Smoking** - Smoking is prohibited on the inside of the Premises. Outside smoking can be done in the alley way on the north side of the building.
10. **Children** - Adult supervision is required for children under the age of 18.
11. **Laws** - Lessee is responsible for sales tax, permits, licenses and compliance with all other laws that may be applicable to Lessee's event.
12. **Parking** - Parking is included in the rental, but Lessee must follow all parking restrictions (i.e. fire lanes, etc.).
13. **Check In & Out Procedures/Cleaning/Damages to Premises** – Lessee shall follow all check-in and check-out procedures listed in this agreement and the event cleaning checklist. Lessee shall conduct a thorough inspection prior to the event and direct the WKCAC Staff's attention to any damage noticed in the inspection. Lessee shall report any damage to the Premises or any injury occurring on the Premises during the Lessee's event immediately to Lessor.