

Renter Name _____ Cell _____

Email _____

**Knights of Columbus -Tri-County Activities, Inc.
EVENT VENUE RENTAL AGREEMENT**

This Agreement ("Agreement") is made this ____ day of _____, is by and between Tri-County Activities, Inc, a Missouri corporation ("Owner"), and _____ ("Renter") and collectively the "Parties". WHEREAS, Renter wishes to use Owner's Property for a (an) _____ (the "Event"). In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Property Rental. Owner hereby grants to Renter a limited and revocable license (the "License") to use the property located at 7501 N Kensington St. Kansas City, Missouri 64119 ("Property"). The License permits Owner to use the Property only on the Event Date, during the hours specified below, and only for the purposes set forth in this Agreement. Nothing in this agreement precludes the Owner from occupying or otherwise using areas of the property not in use for the stated Event's purpose.

2. Event Date. The Event shall be held on _____ (the "Event Date"). For a hourly fee Renter shall be allowed access prior to the hours indicated in order to decorate the venue. Decoration time shall occur on the same day as the event unless 7 days prior to the event Renter is given notice by Owner that access on the day prior to the rental is allowed. Renter shall not have access to the Property at any time other than during these hours on the Event Date or prior evening, unless Renter receives prior written permission from Owner.

3. Fees. At the time of signing this contract, Renter shall be given an estimate by Owner of the anticipated Rental Fee \$ _____ for the use of the Property. Included in the total Rental Fee shall be a deposit of \$ 300 _____ (the "Venue Deposit"), that must be paid to Owner upon the execution of this Agreement. Owner shall have no obligations under this Agreement until the Venue Deposit is paid in full. Prior to event date, Renter shall be given an exact Rental Fee which will include any and all additional services which Renter has requested. The total Rental Fee shall be due in full by 5:00 p.m. on _____ (30 days prior to the event) (the "Payment Due Date"). If Renter fails to pay the full Rental Fee by the Payment Due Date, Owner shall have the right to revoke the License and to keep the full amount of the Deposit as liquidated damages.

4. Damage Deposit. A listing of Prohibited Practices and resultant Fees are defined in Schedule B of this agreement. Within 48 hours prior to taking possession of the facility Renter shall give a credit /debit card pre-authorization to Owner in the amount of \$500.00 to be used as a Damage Deposit. The pre-authorization will place a "hold" of \$500 on the credit / debit card for a maximum of 30 days. Owner shall release the pre-authorization after the rental if it has been determined that no Prohibited Practices

fees apply. Charges will be made to the credit card referenced in the pre-authorization if Owner has determined that prohibited practice fees apply. The amounts listed in Schedule B are the reasonable and customary fees imposed. The owner may impose fees exceeding those listed in Schedule B if the circumstances are aggravated or unusual. In lieu of credit/debit card pre-authorization owner may accept a \$500.00 cash Deposit.

5. Property Inspection. Prior to the beginning of the scheduled event an inspection shall be conducted of the rental space specified in the agreement. Any defects in the rental space shall be noted and used as a Baseline for a follow up inspection. At the close of the event deviations and, corrective actions will be documented and addressed within one week following the close of the event. If after the inspection the Owner determined the personal and real property is in the condition it was rented in, no monetary penalty will be assessed.

6. Cancellations. If Renter cancels the reservation for the Event the deposit will be forfeited. If Renter cancels within 60 days of the Event the entire amount will be due since it compromises the ability of the Owner to securely rent the hall for that date.

7. Condition of the Premises. Owner shall ensure that the Property conforms to the following specifications by the Event Date

Aside from the specifications set forth above, the Property shall be provided as-is, and Owner makes no warranty to Renter regarding the suitability of the Property for Renter's intended use. Renter shall leave the Property in the same or similar condition as when Renter entered. Renter shall be responsible for any damage caused to the Property beyond ordinary wear and tear, and shall be required to arrange for such repair, Owner shall be entitled to arrange for any necessary repairs at Renter's expense. Renter shall reimburse Owner for any such repairs within 30 days of receipt of Owner's written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred.

8. Additional Services. Owner shall provide Renter the services set forth in Schedule A (the "Additional Services") in connection with the rental of the Property under this Agreement.

9. Music, theatrical lighting and other extraordinary lighting and sound services will be provided by CD Productions, LLC, the sole provider of music and lighting services for rentals of Tri- County Activities, Inc. venue.

10. Liability Insurance. Renter shall purchase a liability insurance policy naming Owner as an additional insured, indemnifying Owner of any all claims arising out of use of the property. The minimum coverage will be one million dollars (\$1,000,000) per occurrence.

11. Use of alcohol. Use of alcohol shall not be permitted under this License unless Renter provides Owner with proof of the purchase of an insurance policy as described in paragraph #7 showing that, in addition, said coverage has been extended to include potential liability arising from the consumption of alcohol.

12. Right of Entry. Owner shall have the right to enter the Property at any time for any reasonable purpose, including any emergency that may threaten damage to Owner's Property, or injury to any person in or near the Property.

13. Indemnification. Renter hereby indemnifies and holds harmless Owner, their members, employees, agents, heirs, successors and assigns from any and all damages, actions, suits, claims, or other costs (including reasonable attorney fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Property, including any acts or omissions on the part of Renter, their employees, officers, directors, independent contractors, guests, invitees, contractors, or other agents. Renter shall immediately notify Owner of any damage or injury of which they have knowledge in, to, or near the Property, regardless of the cause of such damage or injury.

14. Permitted Use. Renter is authorized pursuant to the License to use the Property to hold the Event, and for no other purpose, unless Owner gives Renter prior written authorization for additional permitted uses. Renter may not use the Property in any manner that may render the insurance for the Property or upon any of Owner's property void, or which may result in increased insurance premiums for Owner with respect to the Property or any other of Owner's property.

15. Compliance with Laws. Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Property according to the permitted uses set forth in Section 9 in a lawful manner. Renter shall not use the Property in any manner that would violate any local, state or federal laws or regulations. Renter hereby indemnifies Owner, their employees, agents, heirs, successors and assigns, for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorney fees) arising out of or in connection with Renter's violation of any local, state, or federal laws, rule, regulation or ordinance related to Renter's use of the Property.

16. Force Majeure. In the event that Owner is unable, for reasons beyond their control, to make the Property available to Renter on the Event Date for the purposes as set forth in this Agreement, Renter shall have the option of choosing an alternate date to hold the Event (the "Alternate Event Date"), at no extra charge to Renter. If Renter selects an Alternate Event Date that is reasonably acceptable to Owner, then the Alternate Event Date shall replace the Event Date for the purposes of this Agreement, and all obligations, rights, duties, and privileges as set forth in this Agreement shall remain binding on the Parties. If Renter and Owner cannot agree upon an Alternate Event Date within 30 days of the original Event Date, then Owner shall refund to Renter the full amount of the Rental Fee (including the full Deposit). In neither case shall Owner be

liable for any additional costs or damages suffered by Renter (over and above the Rental Fee) arising out of rescheduling or cancellation of the Event pursuant to this Section

17. Revocation. Owner shall have the right to revoke the License at any time prior to the Event Date provided it gives Renter prior written notice of revocation. In the event that Owner revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Owner shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

18. Assignment. Neither party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party. Except that if the assignment or transfer is pursuant to a sale of all or substantially all of a Party's assets, or is pursuant to a sale of a Party's Property, then no consent shall be required. In the event that an assignment or transfer is made pursuant to either a sale of all or substantially all of the Party's assets or pursuant to a sale of the Property then written notice must be given of such transfer within 10 days of such assignment or transfer.

19. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Missouri, without regard to conflicts of law principles.

20. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

21. Severability. If any party of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

22. Notice. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified mail, return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Renter: _____

If to Owner: Tri-County Activities, Inc. P.O. Box 25301 Kansas City, Missouri 64119
rentals@kofc3414.org

23. Headings. The headings for sections herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

24. Attorney Fees. If any legal action is commenced or maintained in court, whether in

law or in equity, by any party to this Agreement as to the interpretation, enforcement, construction or the determination of the rights and duties of the parties to this document or any document provided herein, the prevailing party in any such action shall be awarded its reasonable attorneys' fees together with all reasonable costs and expenses incurred in such action.

25. Terms of the Agreement. Authorized Representatives of the Owner shall be permitted to enter into the Agreement with the Renter and to insert the specific terms of the Event, as agreed upon by the Parties, into the blank spaces provided. No Representative of the Owner shall be authorized to negotiate, amend, or substitute any other provision contained within this Agreement.

26. Entire Agreement. This Agreement constitutes the entire agreement between Renter and Owner, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

RENTER:

Signature

Printed Name

OWNER:

Signature

Printed Name

INITIAL HERE TO ACKNOWLEDGE LIABILITY
INSURANCE WAS EXPLAINED

INITIAL HERE TO ACKNOWLEDGE SOUND AND
LIGHTING WAS EXPLAINED

Schedule B – Fees for Prohibited Practices

The following are reasonable and customary fees for violation of the prohibited practices. Owner will impose these charges as soon as discovered and verified. Owner will attempt to notify Renter of imposition of fees. Lack of notification in no manner invalidates the fees Proof of violation will be provided if desired.

- . 1) Entrance to building during unauthorized time(s) - \$100
- . 2) Smoking inside buildings - \$50
- . 3) Tampering with Audio/Visual Equipment - \$25
Damaged equipment - cost of replacement + \$50
- 4) Kitchen not clean (including food left in drains, floor not mopped) - \$25
- . 5) Missing decorations or equipment - cost of replacement
- . 6) Confetti, rice, glitter, sequins, etc left on interior floors - \$25
- . 7) Wall or floor damage above normal wear & tear - repair cost
+ \$50
- . 8) Excessive litter on exterior grounds - \$25
- . 9) Damage caused by vehicles. - cost of repair
- . 10) Misuse/abuse of appliances, equipment and furnishings - repair cost
+\$50