

**Tonganoxie Community Historical Society & Museum (TCHS)
Facility Use Agreement**

THIS AGREEMENT made this ____ day of _____, 20__ between the Tonganoxie Community Historical Society, Inc., hereinafter called LESSOR and _____, hereinafter called LESSEE.

**SECTION I
PREMISES**

1.1 LESSOR hereby leases to LESSEE the following described property located on the premises of the Tonganoxie Community Historical Site, 201 West Washington Street, Tonganoxie, KS 66086.

- a. Hay Barn _____
- b. Church Sanctuary _____
- c. Church Fellowship Hall _____
- d. School _____
- e. Other _____

**SECTION II
TERM**

2.1 The term of this lease shall be as follows:

- a. Date of Event ___/___/___
- b. Start Time of Event: _____
- c. Ending Time: _____

**SECTION III
USER FEE**

3.1 LESSEE agrees to pay to LESSOR the following fee for the use of the premises identified in Section I above:

- | | |
|--|----------|
| a. ___ Barn Community Room & Kitchen | \$200.00 |
| b. ___ Alcohol Use Fee – Barn Only | \$150.00 |
| c. ___ Church Sanctuary for wedding, no alcohol or food
(Includes rehearsal the night before) | \$400.00 |
| d. ___ Church Fellowship Hall | \$100.00 |
| e. ___ School House, can be rented only with another facility | \$100.00 |

**SECTION IV
ALCOHOL USE**

- 4.1 Alcohol is allowed in the Barn Community Room only and only if the fee in Section 3.1.b above has been paid.
- 4.2 No alcohol shall be served or consumed by anyone under the age of twenty one (21).

4.3 No alcohol can be sold.

4.4 LESSOR assumes no responsibility for any legal issues, damages or personal injury on site or off as a result of alcohol consumption.

**SECTION V
SECURITY DEPOSIT**

5.1 The amount of two hundred dollars (\$200.00) has been deposited by LESSEE with LESSOR as security for the full and faithful performance of LESSEE’S obligations under this lease. The security deposit shall be held by LESSOR without liability for interest. If LESSEE is not in default at the termination of this agreement, the balance of the security deposit shall be returned by LESSOR to LESSEE.

**SECTION VI
LESSEE’S OBLIGATIONS**

6.1 LESSEE will use the premises only for the purpose of the following described event:

a. Describe the planned event

b. Estimated Attendance _____

6.2 LESSEE will not use any portion of the premises for purposes other than those specified in Section 6.1 above. No use shall be made, or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering the premises, nor shall any portion of the premises be used for any illegal, improper or offensive purpose.

6.3 LESSEE shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to LESSEE’S use of the premises.

6.4 LESSEE shall have use of the parking area in the graveled portion of the complex. LESSEE shall not park or allow guests to park in the grassy areas of the site.

6.5 LESSEE SHALL NOT OR SHALL NOT ALLOW any of the following acts to be done in any building or on the property:

- a. Smoking, vaping or use of any tobacco products anywhere on the premises;
- b. Use of candles or other incendiaries;
- c. Removal or relocation of any artifacts or wall hangings;
- d. Use of the sound and/or projection systems in the Church Sanctuary;
- e. Food or drink to be brought into or consumed in the Church Sanctuary;
- f. Children to be unsupervised anywhere on the premises;
- g. The placement of any nails or other hanging devices anywhere in the inside or outside of any building on the premises;
- h. Touch or attempt to play the organ in the church (LESSEE may play the pianos, but if tuning is desired, it shall be at the expense of LESSEE);
- i. Allow anything to be thrown at or towards anyone or anything with the exception of birdseed thrown at a newly married couple outside the church entrance.

6.6 LESSEE SHALL be responsible to perform the following:

- a. Adhere to occupancy limits
 - i. Barn 120
 - ii. Church Sanctuary 100

- iii. Church Fellowship Hall 50
- iv. School 25

- b. Have all of the premises cleaned up by 11:00 p.m. for an evening event or by end of event for a daytime event and ensure that the building(s) is locked.
 - i. Cleaning of the facilities and locking of the facilities shall include:
 - 1. Tables and chairs shall be wiped down and returned to original locations.
 - 2. Clean up all areas used, to include sweeping and mopping of kitchens and restrooms; vacuuming of carpeted areas; and sweeping of concrete floors. ANY spills on any floor must be completely cleaned up.
 - 3. Brooms, mops and cleaning supplies are located in the storage rooms.
 - 4. There is a vacuum cleaner in the church basement, which is to be used to clean the carpets in the fellowship hall and the sanctuary.
 - 5. There is a shop vac (dry pick up only) that can be used in the barn, as well as an upright vacuum and several brooms.
 - 6. No food or garbage can be put down any drain – there are no garbage disposals and the facility is on a septic system.
 - 7. All trash and garbage shall be removed from the site by the LESSEE.
 - 8. Clean any litter from the grounds. Birdseed must be swept from stairs and walks.
 - 9. Turn out all lights; close and lock all doors.
 - 10. Return keys as arranged with TCHS personnel.
 - 11. Close the gate at the site entrance.
 - ii. Heating and Cooling instructions are as follows:
 - 1. Thermostats in each building may be raised / lowered to achieve comfort, within reason (70-72 degrees is reasonable year-round). The unoccupied settings are shown by each thermostat and the LESSEE is responsible to return the thermostats to the unoccupied setting when leaving the facility.
 - 2. The barn community room is not air conditioned. There is an exhaust fan located on the north wall – the switch is on the north wall to the right of the exit door.
 - 3. The barn community room is heated by a radiant heater. Instructions for the use of this heater are posted on the TWO northwest columns of the barn.
 - 4. The barn kitchen and restrooms are served by the same HVAC unit. Be sure that the barn kitchen and restroom doors are closed upon leaving, as they are heated and cooled whereas the barn is not.
 - 5. The church fellowship hall has an in-wall auxiliary heater. This heater should be left on the indicated setting when leaving the facility.

SECTION VII LESSOR'S RESPONSIBILITIES

- 7.1 LESSOR shall be responsible to perform the following:
 - a. Ensure that the building is clean & utilities are properly functioning prior to use by LESSEE
 - b. Inspect the building within 48 hours of event, so that the security deposit can be promptly returned.
 - c. It is understood that the museum will be open during regular hours. If there is an event on the same day that the museum is open, LESSOR will direct visitors to a separate entry into the museum and away from any private event in the barn.
 - d. Provide trash bags, toilet paper, cleaning supplies & cleaning equipment.
- 7.2 LESSOR is NOT responsible for snow and ice removal prior to or during the LESSEE's event.

**SECTION VIII
CANCELLATION OF CONTRACT**

- 8.1 In the event of bad weather (storm, snow, ice), the LESSEE may cancel and will be reimbursed in full or given credit for a new date. LESSEE takes full responsibility for safety if LESSEE chooses not to cancel.
- 8.2 In the event that the LESSOR cannot deliver possession of the above described premises to the LESSEE for the aforementioned date and times, due to unforeseeable events beyond the LESSOR'S control or an act of God, this Agreement shall be void. LESSOR shall not be liable to LESSEE for breach of contract and LESSEE shall not be liable for any rent or security deposit.
- 8.3 LESSEE may cancel for any reason up to 30 days prior to the date specified in Section 2.1.a herein by contacting the LESSOR in writing. LESSEE shall be entitled to a full refund.
- 8.4 LESSEE may cancel for any reason less than 30 days prior to the date specified in Section 2.1.a herein by contacting the LESSOR in writing. In that event, LESSEE will forfeit the security deposit.

**SECTION IX
DAMAGE OR THEFT OF PERSONAL PROPERTY**

- 9.1 All personal property brought into or onto the premises by LESSEE or LESSEE'S guests shall be at the risk of the LESSEE only and LESSOR shall not be liable for theft thereof or any damage thereto occasioned by the acts of LESSEE or LESSEE's guests or any other person.

**SECTION X
INDEMNIFICATION OF LESSOR**

- 10.1 LESSOR shall not be liable for any damage or injury to LESSEE, LESSEE's guests or any other person, or to any property, occurring on the premises unless caused through active negligence or greater culpability of LESSOR. LESSEE agrees to hold LESSOR harmless from any claims for damages arising out of LESSEE'S use of the Premises, and to indemnify LESSOR for any expense incurred by LESSOR in defending such claims.
- 10.2 During the COVID-19 pandemic, LESSOR bears no responsibility for any illness resulting from use of these facilities; the LESSEE is responsible to take all advisable precautions to keep his/her guests and attendees safe.

**SECTION XI
DEFAULT BY LESSEE**

- 11.1 Events Constituting Default by LESSEE shall be:
 - a. Failure of LESSEE to pay the security deposit and Use Fee as herein specified.
 - b. Failure of LESSEE to properly clean and lock up premises as specified in Article 6.6 herein.
 - c. Failure of LESSEE to abide by any of the responsibilities and/or restrictions set forth in Section 6 herein.

**SECTION XII
LESSOR'S REMEDIES**

- 12.1 In the event of default by LESSEE, LESSOR shall have the right to withhold all or a portion of the security deposit in an amount to cover the damage or loss caused by LESSEE'S default. Said amounts shall include, but are not limited to those outlined below:
 - a. Lost keys \$100
 - b. Doors left unlocked \$100
 - c. Bathrooms not cleaned \$50 each
 - d. Trash not removed from building \$50

- e. Kitchen stove not cleaned \$50
- f. AC or Heat not returned to unoccupied set point \$25
- g. Lights left on \$25
- h. Trash not cleaned up outside \$50
- i. Floors not swept & mopped \$50
- j. Barn floor not swept /spills not cleaned up \$50
- k. Tables & chairs not cleaned and properly stacked \$25
- l. Broken tables \$100/ea
- m. Broken chairs \$50/ea
- n. Birdseed not swept from sidewalks and concrete areas \$50

12.2 If the extent of damage exceeds the full amount of the security deposit, LESSOR shall have the right to bring an action in Court against LESSEE to recover damages, attorney's fees and costs.

**SECTION XIII
ENTIRE AGREEMENT**

13.1 This Agreement contains the entire agreement of the parties and no representations, inducements, promises or agreement, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

**SECTION XIV
FINAL AGREEMENT**

14.1 This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**SECTION XV
GOVERNING LAW**

15.1 This Agreement shall be governed by and interpreted pursuant to the laws and the courts in the state of Kansas.

**SECTION XVI
CONTACT INFORMATION**

16.1 LESSOR can be contacted at the following:
 a. Tonganoxie Community Historical Society
 PO Box 785
 Tonganoxie, KS 66086
 (913) 845-2960

16.2 LESSEE can be contacted at:

- a. Organization _____
- Contact Name _____
- Address _____
- Home Phone _____ Cell Phone _____
- Email _____

**SECTION XVII
PAYMENTS RECEIVED**

17.1 As of the date of the signing of Agreement the following sums have been paid by LESSEE to LESSOR.

- | | | | |
|----|----------------------------|------------------------|--------------------------|
| a. | Security Deposit: \$200.00 | Date Paid: ___/___/___ | LESSOR'S initials: _____ |
| b. | Facility Use Fee: _____ | Date Paid: ___/___/___ | LESSOR'S initials: _____ |
| c. | Alcohol Use Fee: _____ | Date paid: ___/___/___ | LESSOR'S initials: _____ |

LESSEE:

Signature _____ Date ___/___/___

Printed Name and Title _____

LESSOR:

Signature _____ Date ___/___/___

Printed Name and Title _____

Mail signed contract and Facility Use & Regulations with deposit and fee(s) to TCHS, P.O. Box 785, Tonganoxie, KS 66086.

ADDENDUM A

CLEANING CHECKLIST

BARN

- 1. Sweep concrete floor after cleaning all spills with soap & water.
Can also use the upright vacuum with broom.
- 2. Wipe down all tables.
- 3. Wipe down all chairs.
- 4. Stack chairs on racks. Racks indicate which way the chairs should face.
- 5. Stack tables on rack.
- 6. Empty trash from toilet rooms & kitchen into the large trash container in the barn and remove from site.
- 7. Clean toilets & sinks.
- 8. Sweep and mop toilet room floors.
- 9. Clean kitchen sink and stove and microwave and counter tops.
- 10. Sweep and mop kitchen floor.
- 11. Leave dirty towels and dish clothes and cleaning rags in bucket for TCHS to remove and wash.

USER

TCHS

_____	_____
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CHURCH

- 1. Pick up all trash and check hymnal holders behind the pews for trash.
- 2. Dust and mop sanctuary wood floor, including under pews.
- 3. Vacuum sanctuary carpet.
- 4. Vacuum stair to the fellowship hall.
- 5. Wipe down all tables.
- 6. Wipe down chairs.
- 7. Stack chairs in nook on chair racks after cleaning.
- 8. Stack tables along south wall after cleaning.
- 9. Clean bathroom toilets and sinks.
- 10. Sweep and mop toilet room floors.
- 11. Clean kitchen sink, stove, microwave and countertops.
- 12. Sweep and mop kitchen floor and hallway floor.
- 13. Empty trash from toilet rooms & kitchen into large trash container and remove from site.
- 14. Leave dirty towels and dish cloths and cleaning rags in bucket for TCHS to remove and wash.

USER

TCHS

_____	_____
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