

**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 TCHS, and _____, hereinafter called USER.

SECTION I - PREMISES

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

- a. Barn Community Room _____
- 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:

Date of Event ___/___/___ Start Time of Event: _____ Ending Time: _____
Describe Event: _____ Estimated Attendance: _____

SECTION III - USER FEE

3.1 USER agrees to pay to TCHS 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 \$400.00
(Includes rehearsal the night before)
- 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 TCHS assumes no responsibility for any legal issues, damages, or personal injury on site or off site as a result of alcohol consumption.

SECTION V - SECURITY DEPOSIT

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

SECTION VI - USER’S OBLIGATIONS

- 6.1 USER will not use any portion of the premises for purposes other than those specified in Section 2.1 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.
- 6.2 USER shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to USER’s use of the premises.

- 6.3 USER 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.
- 6.4 USER 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 (USER may play the pianos, but if tuning is desired, it shall be at the expense of USER);
 - 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.
- 6.5 USER shall be responsible to do the following:
- a. Adhere to occupancy limits
 - i. Barn Community Room 120
 - ii. Church Sanctuary 100
 - iii. Church Fellowship Hall 50
 - iv. School 25
 - b. Have all 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 USER.
 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 USER 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 TCHS shall be responsible to perform the following:
 - a. Ensure that the building is clean & utilities are properly functioning prior to use by USER.
 - 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, TCHS 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 TCHS is NOT responsible for snow and ice removal prior to or during the USER's event.

SECTION VIII - CANCELLATION OF CONTRACT

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

SECTION X - INDEMNIFICATION OF LESSOR

- 10.1 TCHS shall not be liable for any damage or injury to USER, USER's guests or any other person, or to any property, occurring on the premises unless caused through active negligence or greater culpability of TCHS. USER agrees to hold TCHS harmless from any claims for damages arising out of USER'S use of the Premises, and to indemnify TCHS for any expense incurred by TCHS in defending such claims.
- 10.2 During the COVID-19 pandemic, TCHS bears no responsibility for any illness resulting from use of these facilities; the USER 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 USER shall be:
 - a. Failure of USER to pay the security deposit and Use Fee as herein specified.
 - b. Failure of USER to properly clean and lock up premises as specified in Article 6.6 herein.
 - c. Failure of USER 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 USER, TCHS 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 USER'S default.
- 12.2 If the extent of damage exceeds the full amount of the security deposit, TCHS shall have the right to bring an action in Court against USER 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 TCHS can be contacted at the following:
 Tonganoxie Community Historical Society
 PO Box 785, Tonganoxie, KS 66086
 (913) 845-2960

- 16.2 USER can be contacted at:

Name _____ Address _____
 Phone _____ Email _____

SECTION XVII - PAYMENTS RECEIVED

- 17.1 As of the date of the signing of Agreement the following sums have been paid by USER to TCHS.
 - a. Security Deposit: \$200.00 Date Paid: ___/___/___ TCHS initials: _____
 - b. Facility Use Fee: _____ Date Paid: ___/___/___ TCHS initials: _____
 - c. Alcohol Use Fee: _____ Date paid: ___/___/___ TCHS initials: _____

USER:

Signature _____ Date ___/___/___

Printed Name and Title _____

TCHS:

Signature _____ Date ___/___/___

Printed Name and Title _____

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