



VENUE RENTAL AGREEMENT

Client Information

(Person Responsible for Payment)

Client 1:	Client Email:
Client Address:	Client Cell Phone:

Honoree 1

Name:	Email:
Address:	Cell Phone:

Honoree 2

Name:	Email:
Address:	Cell Phone:

Event Information

Event Name:	Event Type:
Event Day of Week:	Event Date:
Licensed Period Start Time:	Licensed Period End Time:
Venue(s): <ul style="list-style-type: none"> <input type="checkbox"/> Ballroom <input type="checkbox"/> Courtyard <input type="checkbox"/> Bridal Suite <input type="checkbox"/> Game Lounge <input type="checkbox"/> Conference Room <input type="checkbox"/> City Auditorium <input type="checkbox"/> Church Sanctuary <input type="checkbox"/> Church Fellowship Hall 	Package: <ul style="list-style-type: none"> <input type="checkbox"/> Hourly Rental <input type="checkbox"/> ½ Day Rental <input type="checkbox"/> Full Day Rental <input type="checkbox"/> Elopement: _____ <input type="checkbox"/> Wedding: _____ <input type="checkbox"/> Other: _____
Inclusions:	Alcohol Served? <ul style="list-style-type: none"> <input type="checkbox"/> No <input type="checkbox"/> Yes Licensed bartender: _____ Contact name: _____ Contact number: _____ Contact email: _____
Estimated # of Guests:	Access Time - Venue:
All Overnight Accommodations Required? <ul style="list-style-type: none"> <input type="checkbox"/> Yes <input type="checkbox"/> No 	Access Time - Bridal Suite/Groom's Game Lounge:
Is Event Insurance Required or Included? <ul style="list-style-type: none"> <input type="checkbox"/> Required <input type="checkbox"/> Included <input type="checkbox"/> Not Required 	Access Time – Accommodations:
Event Expiration Day/Time (All guests and vendors must be out):	
Comments:	

Setup Desired:

Payment Schedule

Venue License Fee:	
Add-Ons:	
Other:	

Plan A

<i>Payment Description</i>	<i>Payment Amount</i>	<i>Form of Payment Required</i>	<i>Payment Due Date</i>
Deposit		Cash or Check	
Final Payment – 28 days prior to event		Cash or Check	
Security Deposit – 28 days prior to event		Credit Card	

Plan B

<i>Payment Description</i>	<i>Payment Amount</i>	<i>Form of Payment</i>	<i>Payment Due Date</i>
Deposit		Cash or Check	
Monthly Payments		Cash or Check	Due on the 1 st of the month <hr/> through <hr/>
Security Deposit – 28 days prior to event		Credit Card	

1) Licensed Facility

- a) This Agreement is between the “Client” identified above and The Historic Elgin Hotel LLC referred to as “Hotel”. The Client agrees to pay a “Venue License Fee” to Hotel. The Client shall pay a non-refundable “Deposit” to reserve the License Period on the “Event Date” set forth above subject to that date being available. This payment, as well as a valid credit card which is to remain on file, are due upon execution of this signed Agreement. Additional payment dates are listed under the “Payment Schedule”. These payments are payable as specified above. All deposits will be non-refundable and non-transferable once made and applied to the Venue License Fee except as set forth in the next sentence. If for any reason, Hotel is unable to fulfill its contractual obligation under this Agreement for reasons not caused in whole or part by Client, the entire deposit will be returned to the Client with no further liabilities. For clarification, in the event of a cancellation by the Client of event, this deposit will be non-refundable and non-transferable. Client is responsible to pay all sales taxes applicable to amounts charged under this Agreement.
- b) The “Licensed Facilities” being licensed under this Agreement for the License Period are the above-identified spaces located within “The Historic Elgin Hotel LLC” which is located at 115 N. 3rd St., Marion, Kansas 66861, (the “Licensed Facilities”). The only "Permitted Use" is specified as the Event Type. Client receives no interest in real property but merely in acquiring a license for use. Client shall only use those spaces marked above and no others. Before, during and after the License Period, Hotel has the right to have its personnel enter and be present at the Licensed Facilities.

2) Payments for Licensed Facility:

- a) The Client agrees to pay an initial, **nonrefundable** 50% deposit. This payment serves to hold the venue and suites for the specified date of event and is payable at the time of contract signature.
- b) The remaining agreed upon Venue Rental Fee will be due 28 days prior to the date of the event or by a recurring monthly payment.
- c) Payments for rental fee and any add-ons may be made via cash, check, or card.
- d) Payments may be made by ACH or with a credit card but will incur a 3% fee except weddings and elopements.
- e) Payments for security deposit must be made by credit card.
- f) A refundable Security Deposit is due 28 days prior to the event and must be paid with a credit card. This deposit will be returned to the Client within 7 days following the event once the property has been inspected for any potential damage. Failure to comply with the policies set forth in this Agreement will forfeit Security Deposit.

3) Date Changes:

- a) In the event the Client wishes to change the date of the event, the Hotel will make a diligent effort to transfer reservations to support the new date. The Client agrees that in the event of a date change, any deposits paid to date are non-refundable but will be transferred to the new date assuming the date is available. Otherwise, the reservation will be cancelled, and deposits will be kept by the Hotel. All reservation changes must be made in writing and agreed upon by both the Client and the Hotel under a new Agreement. The Client further understands that last minute changes can impact the quality of the event and that the Hotel is not responsible for these compromises in quality.

4) Client Cancellations:

- a) We understand that sometimes it is necessary to cancel a reservation. In the event of a cancellation, all payments received to date are non-refundable.
- b) All cancellations must be made in writing by the Client.

5) Set Up/Tear Down:

- a) The Hotel staff will set up tables and chairs according to the Client's preferences.
- b) **These preferences should be agreed upon 28 days prior to the event and must be signed off on by the Client. Any change to these preferences after 28 days will incur a \$200 fee.**
- c) Should there be a need to change the configuration of the tables and chairs during the event, Hotel staff will facilitate a one-time change as long as arrangements are made 28 days prior.
- d) There will be an additional charge of \$200 for more than one configuration change.
- e) Client is not responsible for tear down of the tables and chairs following the event.

6) Accommodations:

- a) To ensure the best experience for both you and all of our guests, all 12 suites must be booked by guests of the party for certain wedding packages. This will be indicated on page 1.
- b) If overnight accommodations are required, any suites that are not booked 7 days prior to the event must be paid in full by the Client.
- c) For events that do not require overnight accommodations, suites may be provided by the Hotel and are subject to the deposit requirements and cancellation policies detailed in the Hotel's terms and conditions or the Group Block contract.

7) Vendors & Catering:

- a) The Hotel has an open catering policy which means that the Client is allowed to hire any vendor or caterer they wish.
- b) The Hotel provides a list of caterers at <https://www.historicelginhotel.com/weddings> and is happy to make recommendations based on the Client's budget and preferences.
- c) All vendors must adhere to the terms and guidelines of the Hotel.
- d) All vendors who will be on the Hotel premises must provide a certificate of insurance indicating that the business carries liability insurance.
- e) The Hotel reserves the right to decline any vendor for any reason.
- f) Caterers are required to contact the Hotel at least 7 days in advance of the event to discuss set up and requirements.
- g) If the Client's event is catered, Client's vendor is responsible for the set-up, break-down, and clean-up of the site during the times set forth in this Agreement. All event trash must be disposed of in the designated areas at the conclusion of the event.

8) Alcohol:

- No beer, wine or liquor may be brought onto or consumed at the Licensed Facility.

OR

- The Client is granted permission by the Hotel to bring and consume beer, wine, liquor at the Licensed Facility (except for Valley United Methodist Church).

If Client is granted permission by the Hotel to bring beer, wine, liquor to the Licensed facility:

- a) Beer, wine and liquor may only be served by a licensed bartender or bartending service, OR the client may elect to hire a bartender through the Hotel.
- b) All guests must show an acceptable form of identification for proof of age to the bartender for the service of alcoholic beverages (driver's license, state issued identification card, passport, or military identification card.) Hotel reserves the right to refuse service to any guest.
- c) Under no circumstances should the Client bring beer, wine or liquor onto the grounds of the Valley United Methodist Church.

9) Force Majeure Events

- a) If, due to a "force majeure event" (as defined below), the Hotel is unable to provide the Licensed Facilities on the Event Date, then Hotel will either (i) allow Client to reschedule to another date if available, or (ii) tender to Client a full refund of amounts previously received by Hotel toward the Venue License Fee. The term "force

majeure event" means acts of God, catastrophes, natural disasters, interruptions of utilities or any other matter beyond Hotel's reasonable control, whether or not foreseeable. Hotel is not responsible for failure to provide the Licensed Facilities where the failure is due to force majeure events. In the case of a force majeure event, the maximum liability of Hotel is limited to returning the payments previously received by Hotel towards the Venue License Fee.

10) Policies:

- a) The following is a list of policies to be upheld by Client as well as event planners, event coordinators, caterers and other vendors who are involved in the planning and execution of an event on the Licensed Facility of Hotel. Each violation of these policies may result in a \$250 charge added to the bill or the cost of the damages that occur, whichever is greater.
- b) Alteration to Facility: The Licensed Facilities are rented as is. Alterations to the Licensed Facilities are not permitted. Pictures, lamps, furniture, and other day-to-day decorative accessories may not be relocated or removed from the Licensed Facility without written permission from the Hotel.
- c) Setup Time: Set-up shall be completed during the Licensed Event Time unless previous arrangements are made or additional time is paid for.
- d) Food/Drink: All food, drinks and any other materials that stain, damage or otherwise disfigure flooring, walls, or any other part of the Licensed Facilities will incur cleaning charges to remove the damage. If damage occurs, Hotel will contract all repairs to be made by skilled professionals and Client will be responsible for payment.
- e) Tobacco/Smoking: The Hotel is a non-smoking facility. Client is responsible for ensuring that guests are not smoking on the Licensed Facilities and that there are no cigarette butts in the front of the building, on the porch, in the courtyard, near the game lounge, and on the veranda after the event. The use of chewing tobacco, electronic cigarettes, vapes, snuff or any other smokeless tobacco product is strictly prohibited inside the Licensed Facilities. Smoking is permitted off the property in the parking lot behind the Hotel. The Hotel has provided a dispenser where cigarette butts can be disposed.
- f) Exits and Hallways: Nothing can impede visitor walkways, emergency exits or disable handicap accessible ramps at any time.
- g) Animals: Pets and animals are not permitted at the Hotel. Licensed and trained service animals are permitted with necessary documentation. Refer to Hotel Policies for further guidance.
- h) Facility Access: Client is responsible to ensure that all event guests and vendors do not access areas of the Hotel that are not part of the Licensed Facilities, except the foyer, adjacent restrooms and those nearby corridors necessary for ingress and egress.
- i) Parking: All vehicles associated with the event may park within the public lot behind the Hotel or on the street in designated parking spaces. No vehicles shall be parked on any lawn surface.
- j) Open Flames: Due to its historic nature, the Historic Elgin Hotel is a smoke-free and fire-free environment. The use of candles, incense and any open flames without written permission from the Hotel is prohibited. Exceptions are made for chafing dish fuel with written permission. Other exceptions made be granted to this

but are at the sole discretion of the Hotel and must be done so in writing.

- k) Coolers: All coolers or containers with liquid must be placed on a plastic table or waterproof mat, as these containers may sweat and cause damage to the furniture or floor. Any spills should be cleaned up immediately.
- l) Foyer Use: Client's guests are welcome to utilize the foyer and foyer bathrooms. Foyer and bathrooms may be used by restaurant guests. Tables and décor is not to be placed in the foyer unless permission has been granted by the Hotel. If permission is granted, Client assumes risk of theft.
- m) Kitchen Use: The ballroom kitchen is available for Client use. The second floor kitchen is shared by all Hotel guests and should not be used to store food or prepare for events unless the entire Hotel has been rented. The third floor kitchen may be used by Client if the Hotel has granted permission to do so. These spaces must be cleaned after use and left in the same condition they were found.
- n) Banquet Equipment: The Client is welcome to use banquet equipment with permission from the Hotel staff. All equipment must be cleaned and returned to its place by the end of the rental time. Other equipment such as centerpieces, glassware, china, and flatware is available for rent.
- o) Decorations: Absolutely nothing can be adhered to walls, floors, ceilings, or columns. Decor may not be hung with tape, staples, wire, nails, screws, putty, 3m Command hooks or any other apparatus that may damage the Hotel. Nothing may be hung on wallpapered surfaces. All decorations must be freestanding.
- p) Décor: The use of silk petals outside, or glitter, confetti, bird seed, and rice anywhere on the Licensed Facilities is not permitted. Sparklers may be used outside the Hotel with written permission from the Hotel.
- q) Deliveries: All items rented by Client from vendors are to be delivered the day of the event and picked up the same day, within the time set forth within the event access time. Client is responsible for any additional costs from the vendor, as well as the cost of additional staff that are used for breakdown should the vendor fail to pick up items in a timely manner.
- r) Maximum Occupancy: The Ballroom is limited to 75 guests. The Courtyard is limited to 100 guests. The security deposit will be forfeited if the number of guests exceeds this.
- s) Noise: As a courtesy to other guests, all music and activity in the ballroom, courtyard, foyer and public spaces must end by 9 p.m. unless Client has rented the entire property. This means that the event end time must be prior to 9 p.m. to allow time for clean up and exiting of guests.
- t) Power: Although the Hotel has current electrical wiring, it may not be possible to run multiple crockpots, warming plates, roasters, or electrical devices. Chafing dishes with canned fuel is encouraged as an alternative. Client is required to discuss plans for such devices with the Hotel prior to event so that electrical load can be distributed appropriately. Hotel is not responsible for having insufficient amperage to run these devices.
- u) Water/Ice: Filtered water and Ice is not provided by the Hotel for events. Ice may be purchased in town from Carlson's Grocery, D&J Liquor, Caseys, Ampride, or Dollar General. Client is encouraged to bring ice needed for the event in a cooler, as there may not be sufficient space in the ballroom kitchen to store ice.
- v) Refuse: Vendors representing Client are responsible for removing all garbage, debris and equipment by the end of the duration of the event as set forth in this Agreement. Should the vendors fail to do so, Hotel may have these items removed and the Client will be responsible for any costs incurred.

- w) Clean Up: Client is responsible to ensure that the following items are completed prior to the expiration of the rental time:
- i) All refuse is to be removed from the Licensed Facilities, foyer and common spaces and placed in the white trash receptacle located in the parking lot behind the building. The brown receptacle is for the recyclable materials listed on the receptacle. New liners should be replaced in the trash cans and are provided under the sink in the ballroom kitchen.
 - ii) All personal items and décor are to be removed unless prior arrangements have been made for their storage.
 - iii) Any banquet equipment that has been rented or used from the Hotel is cleaned and returned to the place where it was found.
 - iv) If tablecloths have been rented from the Hotel, tablecloths should be left on the tables so they can be inspected and treated for stains by the Hotel staff.
 - v) If tablecloths have not been rented from the Hotel, tables and chairs should be wiped down. Cleaning supplies are located under the sink in the ballroom kitchen.
 - vi) Thermostats located in the ballroom and the ballroom kitchen should be switched to "Off".
 - vii) All lights are to be shut off prior to departure including the ballroom lights, ballroom kitchen, and game lounge.
 - viii) A text should be sent to the Hotel at 620.777.0265 to indicate the event is over.

11) Damage and Injuries:

- a) The Client agrees not to cause or permit Client's guests to cause damage to the grounds, exterior and interior of the Hotel including all construction, furnishings, and accessories.
- b) Client is responsible for any injuries that happen to a Client's guest or property damage that occurs at the Hotel during Client's event.
- c) If damages to the Hotel prevent the next scheduled event(s) from occurring, Client will be responsible for any and all damages arising from that; including the loss of license fees to Hotel.

12) Photography:

- a) The Hotel requests permission from the Client to use photography taken on the property for promotional purposes and asks that the Client share this photography by email within the month following the event. Client must initial here to give express permission for this usage. _____

13) Limit of Liability:

- a) In no case shall Hotel be liable to Client under this Agreement for any lost profits, damage to business, or any form of special, indirect or consequential damages. Notwithstanding anything to the contrary, (i) Hotel shall

not be liable in any manner to Client or any other party for any injury to or death of persons, whether caused by negligence of Hotel or otherwise, unless caused solely by the gross negligence of Hotel; (ii) in no event will Hotel be liable as the result of the acts or omissions of Client or Client's agents, employees, contractors or invitees or the acts or omissions of any other occupant of the building; (iii) all personal property located at or upon the Licensed Facilities is at the sole risk of Client only and Hotel will not be liable for any loss or damage thereto or theft thereof; and (iv) in no event shall Hotel's liability for any breach of this Agreement exceed \$1,000 (This limitation of liability is not intended to be a measure or agreed amount of Hotel's liability with respect to any particular breach and shall not be utilized by any court or otherwise for the purpose of determining any liability of Hotel hereunder, except only as a maximum amount not to be exceeded in any event.) For purposes of the \$1,000 limit Hotel shall be credited with any payments or funding from Hotel's insurance. However, nothing in this paragraph is intended to limit or otherwise alter the obligations of the insurers of the parties as set forth in this Agreement.

14) Indemnity by Client:

- a) Client agrees to hold harmless and indemnify Hotel for all claims, damages, costs and expenses arising from or in connection with Client's use of the Licensed Facilities or its engagement under this Agreement, including but not limited to claims, (third party and other) arising from any negligent acts or omissions of Hotel.

15) Event Insurance:

- a) The Hotel may require Client to purchase event insurance and this information is included on Page 1. The Hotel is happy to provide contact information for an insurance company that provides such coverage. Please request this information from the Hotel representative.
- b) Certain wedding packages may include event insurance. This will be indicated on Page 1.

16) Entire Agreement:

- a) This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.
- b) This Agreement supersedes any prior written or oral agreements between the parties.

17) Amendments:

- a) This Agreement may not be changed orally. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

18) Severability:

- a) If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19) Waive of Contractual Right; Liquidated Damage:

- a) The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. All deposits, which are "non-refundable" by the terms of this Agreement to the extent GB is entitled to retain the same, shall be and are deemed "liquidated damages" for purposes of this Agreement.

20) Applicable Law:

- a) This Agreement shall be governed by the laws of the State of Kansas.

Thank you for choosing the Historic Elgin Hotel for your special event! We look forward to welcoming you and your guests. Please review the terms and conditions of this contract and our Hotel Policies to ensure that you fully understand these prior to your event. If you have any questions, please contact the Hotel at 620.382.3200.

Client Name (printed)	Client Signature	Date
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Historic Elgin Hotel Representative	Signature	Date
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Historic Elgin Hotel
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