

STONY POINT HALL, L.L.C.

785.594.2225
info@stonypointhall.com

1514 N 600th Road
Baldwin City, KS 66006

SINGLE EVENT RENTAL AGREEMENT AND USE RESTRICTIONS

Name(s) of Applicant _____

Company Name _____

Address _____ City/State/Zip _____

Phone # _____ Fax _____ E-mail _____

Describe Type of Event _____

Date/Time of Event _____

Appx. # of People Attending _____ Alcohol – Yes _____ No _____

This agreement ("Agreement") is entered into between STONY POINT HALL, L.L.C., a Kansas limited liability company ("SPH") and the undersigned applicant ("Applicant") as of the _____ day of _____, 20____. SPH and Applicant hereby agree to the following terms and conditions for the rental and lease of the real property known as STONY POINT HALL, located at 1514 N600 Road, Baldwin City, Douglas County, Kansas (the "Premises") as follows:

- 1. Rental Payment. Applicant hereby agrees to pay rent ("Rent") for use of the Premises for the event described above (the "Event") in the amount of \$_____.00.
2. Deposit Due to Secure the Premises. One half of total rent as a Deposit is due and payable upon execution of this Agreement. Payment of Deposit secures the Premises for the date(s) (the "Rental Date(s)") of the Event and is non-refundable. Remaining rent is due by 30 days prior to Event.
3. Usage. Applicant shall be entitled to use the Premises on the Rental Date(s) between the hours of _____ am/pm, and _____ am/pm.
4. Damage Responsibility. Applicant shall be responsible for all damages to the premises and equipment which result from or occurring during Applicant's use of the Premises.
5. Accidents and Indemnity by Applicant. Applicant shall defend and indemnify SPH and hold SPH harmless from any and all liability, damages, costs, or expenses, including attorneys' fees, arising from any act, omission, or negligence of Applicant, or the offices, contractors, licensees, agents, servants, employees, caterers, guests, invitees, or visitors of the Applicant in or about the premises; or arising from any accident, injury or damage, to any person or property occurring in or about the Premises. SPH shall not be liable for any loss or damage to person(s) or property sustained by Applicant, or other persons, caused by the building or improvements, or any appurtenances thereto, being out of repair or by the bursting or leakage of any water, gas, sewer, or steam pipe; or any theft or vandalism; or by any other cause of whatever nature.
6. Impossibility of Performance. SPH shall be released of its obligations to perform under the Agreement in the event of Acts of God, including flooding, inability to obtain labor and materials or reasonable substitutes for labor and materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental actions, civil commotions, fire or other casualty, or other causes beyond the reasonable control of SPH.
7. Alcohol. Alcohol and/or cereal malt beverages shall be served and provided only by a licensed caterer, unless superseded by a supplemental contract addendum. Applicant shall provide SPH a certificate of the licensed caterer not less than 10 days prior to the Rental Date(s). RESPONSIBILITY FOR APPROPRIATE USE AND CONSUMPTION OF ALCOHOL AT THE EVENT AND LIABILITY FOR ANY CONSEQUENCES ARISING FROM THE CONSUMPTION OF ALCOHOL SHALL BE ASSUMED BY APPLICANT AND THE LICENSED CATERER. MINORS MAY NOT RECEIVE, CONSUME, OR BE IN POSSESSION OF ANY ALCOHOL AND/OR CEREAL MALT BEVERAGE. UNLAWFUL SERVICE, SALE AND/OR CONSUMPTION OF ALCOHOLIC AND/OR CEREAL MALT BEVERAGES IS STRICTLY PROHIBITED AND UPON SUCH VIOLATION(S) SPH MAY IMMEDIATELY TERMINATE THIS AGREEMENT AND RETAIN ALL FUNDS RECEIVED INCLUDING RENTAL FEES.
8. Cancellation Policy. Applicant must notify SPH of a cancellation no later than ninety (90) days prior to the scheduled event. NO DEPOSIT REFUND SHALL BE PROVIDED UPON A CANCELLATION.

9. Decorations. All decorations must be removed after the Event. Push-pins and removable tape may be utilized by Applicant. Use of nails, screws and staples is prohibited. No open-flame candles are permitted. Covered candles may be utilized provided all such candles are located in the center of each table and not on a barn ledge. Use of rice, bird seed, and similar confetti is expressly prohibited unless such items are certified biodegradable.
10. Deliveries. Scheduling of all deliveries is the Applicant's responsibility. Applicant must make arrangements to meet with individual vendors, including florists, caterers, bakers or food suppliers at the Premises unless previously arranged with SPH.
11. Music. Music supplied by Applicant must be kept at a reasonable volume at all times. All music must be terminated no later than 12:00a.m. At no time shall Applicant be permitted to make, continue, maintain or cause to be made any excessive, unreasonable or unusually loud noise, which disturbs, injures, endangers the repose, health, peace or safety of residents in the vicinity of the Premises.
12. Clean-up. Applicant is responsible for collecting all garbage and placing such garbage in garbage bags neatly the dumpster outside the barn and removing all decorations used. All other clean-up shall be the responsibility of SPH.
13. Personal Items. SPH is not responsible for damaged, lost, or stolen personal belongings. All personal belongings must be removed by Applicant upon termination of the Event. SPH is not responsible for personal property left at the Premises after the Event.
14. No Smoking. Smoking is expressly prohibited inside the barn. Smoking is allowed outdoors only. A covered, designated smoking patio is provided.
15. Animals/Pets. The presence of animals or pets on the Premises must be arranged with SPH prior to the Event.
16. SPH Equipment. All SPH equipment used by Applicant during the Event must be left inside the barn at the conclusion of the Event. Rental items are available as follows:
17. Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the State of Kansas applicable to leases of real property located in Kansas.
18. Venue. The parties agree to the jurisdiction and exclusive venue of the District Court of Douglas County, Kansas to resolve all conflicts arising out of this Agreement.

THIS RENTAL CONTRACT is entered into this _____ day of _____, 20____.

APPLICANT:

SPH:
Stony Point Hall, L.L.C., a Kansas limited liability company

[Print Name]_____

By: _____
Lucretia Carlson
- or - Russell Carlson