

Terms of Agreement:

- 1. Capacity.** The Warkentin House Board reserves the right to determine the appropriate usage and capacity of the Warkentin House for events. The maximum number which generally can be accommodated for “come and go” receptions is 100, for sit-down meals 30, and for buffet meals 40. If weather permits using the porches, these maximums can be increased to 125, 38, and 50 respectively. Renter should consult with Owner regarding the capacities and seating arrangements for meetings, lectures, concerts, and other types of events. Limited parking is available in the driveway and street. Larger groups may discuss other parking options with the Board.
- 2. Food, Drink & Smoking.** Food and drink may be served, except that food and drink are not allowed on the second floor or on the stairways. The Warkentin House has a small kitchen which may be used. The clean-up of the kitchen is the responsibility of the renter. No smoking is permitted on the premises
- 3. Alcohol.** Alcoholic beverages are permitted in the Warkentin House with prior approval of the Warkentin House Board. State and local liquor laws apply.
- 4. Furniture.** The Renter understands that artifacts and furniture in the Warkentin House are fragile. They shall not be touched, moved, covered, or altered in any way except with permission in advance from the Warkentin House Board. Warkentin House staff must be present to assist with any such changes and will point out which furniture may be used. The Warkentin House has a limited number of folding chairs available for use (and setup and take down) by Renter. If Renter needs additional furniture or equipment, they will have to provide it and receive permission for bringing such items into the Warkentin House. No lit candles are allowed.
- 5. Restrooms.** Limited restroom facilities are available during events, and are not handicap accessible.
- 6. Condition of Property.** Any breakage or damage will be charged to the Renter. Liability for accidents and injuries during an event are the responsibility of the Renter. The Warkentin House must be returned to the original condition that existed before the event, and the Renter must collect and remove trash.
- 7. Prohibited Areas.** The carriage house, attic, and basement are off limits during events.
- 8. House Representative.** A Warkentin House representative will be present throughout all events, including both setup and cleanup.
- 9. Reservations & Deposit.** Reservations should be made at least two weeks prior to the event. A non-refundable reservation fee of \$75 is due at the time of reservation. Any remaining balance owed will be due three days prior to the event. Any deviations in advance of the event may result in the cancellation of this Agreement and forfeiture of the deposit. Renters must be age twenty-one or older.
- 10. Disturbances.** Renter and their guests shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners and shall not create noise or

disturbances. Creating a disturbance shall be grounds for immediate termination of this Agreement, forfeiture of rent and deposits and Renter shall then be required to immediately vacate the premises.

- 11. Unforeseen occurrences.** Owner does not accept liability for any loss or damage caused by weather conditions, natural disasters, pests, acts of God, or other reasons beyond its control.
- 12. Termination.** If Renter or any member of Renter's party violate the terms of this Agreement, Owner may termination this Rental Agreement with no refunds.
- 13. Hold Harmless/Indemnification.** Renter shall hereby hold harmless and indemnify the Owner, it's directors, officers, agents, staff and volunteers against any and all claims or other liabilities of death, personal injury, property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Renter expressly recognizes that any insurance for property damage or loss which the Owner may maintain on the property does not cover the personal property of Renter and that Renter should purchase their own insurance if such coverage is desired. The obligations of Renter to hold harmless and indemnify shall survive the termination of this Agreement.
- 14. Signs or decorations.** Renter is prohibited from displaying in, on, or above the leased premises any sign or decoration detrimental to the Property. Renter is obligated to promptly remove at or before the expiration of this Lease any and all signs placed in or upon any part of the Leased Premises. Any and all signs and decorations must be pre-approved in writing by Lessor. No decorations may be fastened to doors or walls of the leased premises. No confetti, rice, birdseed, flower petals, glitter, bubbles, sparklers, or fireworks are allowed on Leased Premises.
- 15. Owner.** Any reference to Owner herein shall include both the City of Newton, Kansas and the Warkentin House Board, including all staff and volunteers of the City and the Board.

Fee Schedule:

- \$75 – Events lasting up to 4 hours (including setup and cleanup)
- \$150 – Event lasting between 4-8 hours (including setup and cleanup)
- The fee for events exceeding 8 hours will be negotiated between the Parties

Additional Information:

*Guided tours will be available during the time reserved for the event at no additional cost if requested in advance.

*Events may be held during the hours that the house is open to the public, but renters should consult with house staff in order to minimize interference with their event or with visitors arriving for tours.

*Send checks payable to the Warkentin House Association to 211 East First Street, Newton, KS 67114.

For information call the Warkentin House at 316-283-3113 (You may leave a message on the answering machine, but for further assistance during business hours, please call the Newton CVB Office at 316-284-3642).

I have read and agree to abide by this Agreement. I further agree to make all required payments under the fee schedule herein. Each guest of the Renter must follow the terms and conditions of this Agreement. Renter hereby is responsible for conveying the terms of this Agreement to each guest and Renter claims responsibility for the acts and omissions of each of their guests. Upon signing of this Agreement, a fully executed agreement will be in force.

Signature of Renter

Date

Signature of Warkentin House Representative

Date