

**Abilene Civic Center  
Historic Union Pacific Depot  
201 NW Second Street  
Abilene, Kansas 67410**

THIS AGREEMENT, Made and entered into this, \_\_\_\_\_, by and between the City of Abilene, Kansas, hereinafter referred to as "City" and \_\_\_\_\_ hereinafter referred to as the "Tenant".

**The terms of the agreement are as follows:**

1. **PROPERTY:** In consideration of the payments to be made and the covenants on the part of the Tenant herein contained, the city grants Tenant permission to use a portion of the Abilene Civic Center located in the Historic Union Pacific Depot, hereinafter referred to as "Civic Center".
2. **PURPOSE:** Agreement is entered for the sole and only purpose of \_\_\_\_\_.
3. **TERM:** The rental period shall commence on \_\_\_\_\_ at \_\_\_\_\_ and terminate on \_\_\_\_\_ at \_\_\_\_\_. Tenant agrees to complete the set-up and clean-up of their event in the Civic Center within the rental period time frame. If your event has a band they will be allowed to set up before the Kansas Visitors Center closes but cannot practice. The Tenant will respect the Visitor Center as being a separate business and limit activities within the Civic Center by refraining from any loud noise or activity.
4. **CONSIDERATION:** Tenant agrees to pay City the sum of \$\_\_\_\_\_ for the rent of the Civic Center. Please refer to the rates on [abilenekansas.org](http://abilenekansas.org) or contact the Tourism Assistant.
5. **DEPOSIT:** Tenant agrees to deposit in advance the sum of **\$100** with the City on the execution of this agreement. The Deposit and signed contract are required to hold the above-mentioned date. Deposit shall be returned to Tenant, subject to inspection, provided premises are not damaged and building and the grounds, including the parking lot, are left in as clean a condition as when received. If City is required to provide any cleaning on the premises, it will be deducted from this deposit and Tenant will be provided an itemized list of any deductions so made. The City will have sole authority to determine what sums shall be deducted for cleaning or repairs, and if the deposit is inadequate after the cleaning and repairs, the Tenant will remain liable for an additional sum to satisfy the cleaning or damages hereunder. Cancellation: Deposit shall not be refunded, if tenant cancels within 14 days or less of the event.
6. **RESPONSIBILITIES:** The Tenant will be responsible in setting up tables and chairs and restoring them when finished and to pick up and bag all trash from the building and the grounds including the parking lot that is a result of your event (City crews will haul trash away). Tenant shall remove all property brought to the premises at rental termination and return key to Civic Center Staff. Your event requires a responsible adult of at least 21 years of age to rent the facility and a copy of identification is required. The use of inappropriate language is discouraged and tuning of instruments and unnecessary noise cannot interfere with the operation of the Kansas Visitors Center. If any of the above responsibilities are violated, the booking party will be held liable and may not be allowed to rent the facility in the future.
7. **FOOD/BEVERAGES:** Food and beverages are allowed at no extra charge.

8. CONCESSIONS: City must approve and reserves the right to control the sale of all concessions, including beverage, food and any other service provided within the Civic Center subject to State and City licenses and/or ordinances.

9. FEES AND PERMITS: Tenant agrees to pay promptly all taxes or fees and to take out all licenses or permits for his use of the Civic Center as required by federal, state or local laws and ordinances. Tenant agrees to provide evidence of it to City on demand. Tenant also agrees to advise all exhibitors offering goods for sale that applicable sales taxes must be paid.

10. INDEMNITY: Tenant agrees to indemnify, defend and hold harmless City from all damages, claims, suits, actions or liabilities resulting from injuries or death to any person or property or loss by Tenant, City or any person, howsoever caused, during the period which this agreement covers for use of the Civic Center, or occurring as a result of the use of the Civic Center during the agreed period.

11. COMPLIANCE WITH LAWS AND REGULATION: Tenant will comply with all laws, ordinances and regulations adopted or established by federal, state or local governmental agencies or bodies, and by all facility rules and regulations as provided by City. The Tenant shall assume full responsibility to insure that state laws and local ordinances concerning alcohol and cereal malt beverages are adhered to. The Tenant shall accept full responsibility to insure that only those persons invited to attend, or who are registered participants for, the specific function covered by this Agreement, and of legal age, shall be permitted to consume said beverages. All ADA services will be the responsibility of the tenant.

12. NON-ASSIGNMENT: Tenant may not assign or transfer this agreement or its right, title or interest therein.

13. PAYMENT FOR DAMAGES: Tenant agrees to pay costs of repair or replacement for all damages of whatever origin or nature which may have occurred during the term of this agreement and to return premises to a condition equal to that at the time this agreement went into effect.

14. **VISITOR INFORMATION CENTER: When the Visitor Center is open, please use the North Door as your group's Main Entrance/Exit. Restrooms are available on the east end of the meeting area. Please do not let children play in the Visitor Center!**

15. COMPLETE AGREEMENT: All terms and conditions of this written contract shall be binding upon the parties, their heirs or representatives, successors and assigns, and cannot be waived by any oral representation or promise of any agent or other representative of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents who executed this agreement. Such written document must be incorporated by specific reference herein as a part of this agreement.

IN WITNESS WHEREOF, The parties have executed this agreement or cause it to be executed by their duly authorized representatives as of the first above mentioned.

ABILENE CIVIC CENTER  
BY: \_\_\_\_\_

TENANT  
BY: \_\_\_\_\_

# **Civic Center Equipment**

201 N. W. 2nd  
Abilene, Kansas 67410  
(785) 263-2231

I, the undersigned, will be using the following item(s) while I am renting the **Abilene Civic Center** on \_\_\_\_\_.

Kitchen	<u><b>YES</b></u> (included in rent)	<input type="checkbox"/> 60" Projector Screen \$10 fee
Podium	<u><b>YES</b></u> (included in rent)	<input type="checkbox"/> Portable PA System \$10 fee
Chairs (165)	<u><b>YES</b></u> (included in rent)	<input type="checkbox"/> Large PA System \$25 fee
6 ft. Rectangular Tables (20)	<u><b>YES</b></u> (included in rent)	<input type="checkbox"/> Projector \$25 fee
60 in. Round Tables (20)	<u><b>YES</b></u> (included in rent)	
*Table Cloths (round 90')	_____ \$5/each	
*Table Cloths (6'/52"x 114")	_____ \$5/each	
*Table Skirts (10)	_____ \$3/each	
*Set-Up & Tear Down	<input type="checkbox"/> \$135 Set-Up Fee	

We also offer welcome bags to visitors, free of charge. Contact the Tourism Assistant at least **two weeks** ahead of time if you would like welcome bags with Abilene attraction brochures and coupons for your group!

1. The above equipment is to be used in the Abilene Civic Center **ONLY** and **may not** be removed from the building.
2. Advance notice is required to ensure availability.
3. If any damages occur, the person/department signing contract is responsible for repair(s).

I will be using the item(s) for: \_\_\_\_\_.

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Cell: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Estimated number of people: \_\_\_\_\_

CVB Staff: \_\_\_\_\_ Date: \_\_\_\_\_

## **RENTAL GUIDELINES & CLEANING CHECKLIST**

The following guidelines and cleaning checklist is provided for your information and convenience with the rental of the Civic Center. Please note: We ask that the following tasks be completed at the conclusion of a rental contract to ensure the return of the \$100 security deposit. Thank you in advance for your help and cooperation.

### **TABLES & CHAIRS**

Individuals renting the building are responsible for setting up their own tables and chairs, as well as stacking them back the way they found them, unless other arrangements and payment have been made.

- \_\_\_\_\_ All blue chairs must be stacked 9 high and placed next to the north wall, please stack by frame of chair
- \_\_\_\_\_ All tables used for the event must be cleaned properly (wiped off) and put away
- \_\_\_\_\_ The round tables must be placed against the northeast wall in the storage area (10 in a row)
- \_\_\_\_\_ The rectangular tables must be stacked 10 high and placed on the 2 table carriers in the storage area

### **TRASH DISPOSAL**

- \_\_\_\_\_ All trash must be picked up, bagged and placed in the dumpster on the south side of the building just outside the freight door.

### **CARPET**

- \_\_\_\_\_ The carpet must be properly cleaned (drink spills cleaned up, etc) and vacuumed. Please soak up any drink spills or food dropped on floor. Excessive stains may require a portion of your deposit for cleaning. Vacuums are located in the Storage/Work area.

### **KITCHEN**

The kitchen is for everyone's use. Please leave it as you found it.

- \_\_\_\_\_ The kitchen counters must be cleaned
- \_\_\_\_\_ All coffee pots must be cleaned and the cord placed inside of them
- \_\_\_\_\_ Wipe-Out/Clean Refrigerator
- \_\_\_\_\_ Wipe/Clean Stove-Top/Oven
- \_\_\_\_\_ Wipe/Clean Microwave Oven
- \_\_\_\_\_ In the event that the dishwasher is used, you **must** empty the dishwasher and place the dishes in the proper storage area. All cupboards are labeled for your convenience.
- \_\_\_\_\_ Mop the kitchen floor and area outside the kitchen (USE ONLY HOT WATER! DO NOT USE SOAP!)

### **LOADING DOORS**

Equipment, food, etc., may be unloaded on the back sidewalk. Freight door access is available via a ramp at the southwest corner of the building.

- \_\_\_\_\_ Please be sure that the freight doors are secured after unloading.

### **ALCOHOL**

Alcoholic beverages may be served inside of the building & patio. Anyone carrying drinks outside may be subject to open-container violation enforcement. Please barricade off the east and west ends of the patio.

### **SMOKING POLICY**

The Civic Center is a **SMOKE-FREE** facility. Please pick up any cigarette butts outside the building doors when you leave.

**HEATING AND COOLING**

Thermostats are preset and locked. If the building is too hot or too cold, you may over-ride the thermostat setting manually. Set the thermostat to the desired temperature on the east and west walls, and then in the southwest corner of the room, next to the light controls, there is a silver box. Turn the knob past the number 2 to adjust the heat or A.C. quickly.

**DECORATIONS**

Decorations may only be hung on the picture rail. Please ask the Civic Center staff for Picture Rail Hangers.

**NO nails, tape, etc** are to be **put on or in walls or woodwork.**

**RESTROOMS**

Restrooms are available on the east end of the building.

\_\_\_\_\_ Make sure the restrooms are picked up and clean

**LIGHTS & DOORS**

Light switches are located in the southwest corner of main room.

\_\_\_\_\_ Lights are all off before leaving

\_\_\_\_\_ Doors are all locked before leaving

**PROPERTY**

\_\_\_\_\_ Please pick up any trash and/or debris from the parking lot and place it in the dumpster on the south side of the building

I,                     , have read the guidelines and cleaning checklist for the rental of the Civic Center. Furthermore, I understand that should an above-stated task be left undone upon inspection, it may result in the loss of the \$100 security deposit.

\_\_\_\_\_

Signature

Date

**In Case of Building Emergency**

**Call the Abilene Police Department**

**(785) 263-1212**

**IN THE EVENT THAT YOU NEED TO TALK WITH STAFF PLEASE CALL THE NUMBERS BELOW:**

Jeana Lawrence

(620)212-4811 (cell)

**IF THE ABOVE-MENTIONED STAFF IS UNAVAILABLE, PLEASE CONTACT:**

Julie Roller

(785) 210-7629 (cell)