

BROWN MANSION FACILITY RENTAL CONTRACT

Event Information	
Event Date:	Event Type:
Event Time:	Rehearsal Date & Time:
Arrival Time:	Departure Time:
Number of Attendees:	
Renter Information	
Email:	
Alternate Contact Name:	
Alternate Email:	Alternate Cell Phone:

25%* Monday-Friday-Total 75%** **Facility** Sunday **Thursday Deposit Balance Due** Fees \$450 \$850 Amount: Amount: **Entire Mansion** Date Pd: Date Pd: per day per day \$375 \$650 Amount: Amount: Entire 1st Floor Date Pd: Date Pd: per day per day Amount: Amount: \$175 \$350 Dining & Solarium Date Pd: Date Pd: per day per day Music Room/ Wedding Amount: Amount: \$250 \$475 Only Date Pd: Date Pd: \$75/ Amount: \$35/ Amount: Music Room 2 hours 2 hours Date Pd: Date Pd: \$15/ \$25/ Amount: Amount: Library 2 hours 2 hours Date Pd: Date Pd: Wedding & Amount: Amount: \$450 \$650 Reception/First Floor Date Pd: Date Pd: \$50/ \$100/ Amount: Amount: Ballroom Date Pd: 2 hours 2 hours Date Pd: Amount: Amount: Veranda & Grounds \$275 \$350 Date Pd: Date Pd: \$30 Amount: Amount: Photo Session Date Pd: Date Pd: per hour

Rental Fees

^{*25%} non-refundable Rental Fee due upon booking.

^{**75%} balance of Rental Fee due no later than 90 days prior to Event.



Portable Restroom

Renter shall be responsible to rent a portable restroom for 25 or more attendees for the entire Event and have it delivered and removed. There are no indoor facilities for guests use.

Damage Deposit				
\$500 refundable.Due at least two weeks prior to Event.				
Date Due: Date Paid:				
Security Officer(s)				
Security Officer(s) are required for Event if <u>ALL</u> of the following conditions apply:				
 If Event will be held after 5:00 p.m. If alcoholic beverages will be served. If there are over 25 attendees. Event Time: Alcohol: □ Yes Number of Attendees:				
Fundraising Event				
Is this a fundraising event? ☐ Yes ☐ No				
☐ If Event is for fundraising, the Renter agrees to donate at least 10% of the proceeds to the Mansion.				
Renter has received and read the Facility Rental Policies and Contract.				
Renter understands any violation of these policies will terminate the Renter's right to use the rented facilities. In that case, renter will peaceably vacate the premises immediately.				
Renter agrees to indemnify and hold the Coffeyville Historical Society and its officers, directors, representatives, employees and insurers, harmless from and claim, action, cause of action, or judgment arising from Renter's use of the rented facilities, including payment of the reasonable attorney fees incurred by those entitled to be indemnified.				
Renter's Signature:				
Date:				
Brown Mansion Management Signature:				
Date:				



BROWN MANSION FACILITY RENTAL POLICIES & CONTRACT

Section 1. Policy Definitions

The following words and phrases shall have the meanings given herein:

- Facility(s) shall mean the Brown Mansion ("Entire Mansion," "Mansion 1st Floor,"
 "Mansion Dining Room and Solarium," "Mansion Music Room," "Mansion Library,"
 "Mansion Ballroom," "Mansion Veranda and Grounds").
- 2. **Rental Contract** shall mean the written permission issued to an applicant by Management of Facility(s), under the authority and conditions as provided herein, and shall mean and include any amendment or supplement to same.
- 3. **Renter** shall mean any persons, association, organization, partnership, business, school, company, or corporation that is granted a Rental Agreement to use Facility(s).
- 4. Management shall mean Facility Director or his/her designee.
- 5. **Event** shall mean class reunion, party, dance, wedding, training, banquet or any other event held at Facility(s).

Section 2. Rental Contract Policy

- 1. A Rental Contract for use of Facility(s) or any part of Facility(s) thereof shall be issued by and signed by Management. Management may require the rental applicant to provide any information necessary to determine use of Facility(s), arrangements, and any special services necessary for the proper management of any Event scheduled in Facility(s). Management may require such information to be set forth in writing prior to the issuance of Rental Contract or at such time before the coordination of Event as may be deemed necessary.
 - No person may use Facility(s) without first having obtained a written
 Rental Contract from Management and paid appropriate fees and deposit.
 - No verbal agreements for use of Facility(s) or any part of Facility(s) thereof shall be binding upon Management or upon the Coffeyville Historical Society.
 - Management is authorized to contract for the rental of Facility(s) on behalf of the Coffeyville Historical Society, subject to the provisions herein.
 - Management reserves the right to refuse to schedule any Event that for any reason is not in the best interest of Facility.
 - The Coffeyville Historical Society, represented by Management, may cancel the Rental Contract of any person or organization if, in the opinion of Management, the person or organization is not acting in the best interest of Facility(s).
 - In the event of cancellation by Management, rental fees previously paid by Renter may be retained by the Coffeyville Historical Society.
 - Renter must have no history of violating any rental contract with the Coffeyville Historical Society or any of its public trusts in order to be eligible to rent this facility.



2. Scheduling:

- Facility(s) rentals may be made up to one year in advance.
- A signed Rental Contract and payment of the required fees guarantees Facility(s) rental and date.

3. Fees:

- Renter shall pay Management the first 25% of non-refundable Rental Fee(s) upon booking.
- Renter shall pay Management the second 75% of the Rental Fee(s) no later than 90 days prior to the date of the Event and it is non-refundable.
- If facility(s) is booked within 90 days of the Event, all Rental Fees are to be paid at the time of booking and are non-refundable.
- Failure to pay Rental Fee(s) 90 days prior to the date of the Event will result in cancellation of Rental Contract.
- If Event is for fundraising, the Renter agrees to donate at least 10% of the proceeds to the Mansion.
- Renter shall pay Security Guard(s) for entirety of Event.
- Renter shall be responsible to rent a portable restroom for 25 or more attendees for the entire Event and have it delivered and removed.
- Renter shall pay Management Total Clean Up/Damage Deposit at least two weeks prior to Event.
- Clean Up/Damage Deposit will be returned within 30 days after the Event. Any
 variables such as agreement violations, property damages and/or clean up and
 trash removal, resulting either directly or indirectly from such occupancy or use
 of Facility, by or through the negligence or other acts of Renter, his/her agents
 and employees, or any person or persons participating in or attending Event will
 be deducted from the cleanup/damage deposit. Any additional damage costs
 will be billed directly to Renter.
- Payment(s) shall be made by cash, check, or credit card (VISA or MasterCard).
- All monies received as rental for Facility(s) shall be paid through and deposited by Coffeyville Historical Society.



Section 3. Facility Services Policy

- 1. Rental of Facility shall include set up time on the day of the Event, as follows:
 - a. Monday through Saturday: 9:00 a.m. to 5:00 p.m.
 - b. Sunday: 12:00 p.m. to 5:00 p.m.
- 2. Rental of Facility(s) shall include normal heat, light, water, air conditioning, and building maintenance, but shall not entitle Renter to any personal services outside of normal hours of operation.
- 3. Any rented furnishings/equipment will be setup and removed by Renter at the conclusion of the Event.
- 4. Renter is responsible for removing all trash and any decorations from Facility(s) at the conclusion of Event, and placing said trash in dumpster.

Section 4. Security Officers Policy

- 1. Security Officer(s) are required for Event if <u>any of the following</u> conditions apply:
 - a. If Event will be held after 5:00 p.m. and/or
 - b. If alcoholic beverages will be served and/or
 - c. If there are over 25 attendees.
- 2. Security Officer(s) will be scheduled for duty as follows:
 - a. Management has the right to determine the number of Security Officers needed for Event.
 - b. Renter will only schedule Security Officer(s) who are employed with the Coffeyville Police Department, Montgomery County Sheriff Department or Security Firm.
 - c. A Security Officer will arrive at 5:00 p.m., or at the Event start time if alcohol is served before 5:00 p.m., and will remain on duty until the premises are vacated.

Section 5. Food Services Policy

- 1. Kitchen may be used if renting the inside of Facility. This includes the use of refrigerator, sinks, counter space, and storage space. It does not include dishes, utensils, stove or dishwasher.
- 2. All food brought into the Brown Mansion shall be ready to serve. Work areas are available for final preparation, but no cooking is allowed inside the Brown Mansion.
- 3. Only Sterno heat may be used with warming trays. No propane or other warmers are allowed inside the Brown Mansion.
- 4. Table linens or decorations are not provided.



Section 6. Permits And Licenses Policy

1. It shall be the Renter's responsibility to obtain and post any and all licenses and/or permits which may be required by the law for the lawful conduct of any activities, which Renter intends to conduct at Facility.

Section 7. Alcoholic Beverage Service Policy

- 1. Serving of alcohol is permitted and must be approved by Management.
- 2. Renter, their guests, agents and employees shall be responsible for <u>complying with</u>
 <u>State of Kansas and Montgomery County liquor laws</u>. You may serve alcohol in Kansas if you have invited guests and are not selling the alcohol or charging admission.

Section 8. Wedding Rehearsal Policy

- 1. The wedding rehearsal is included in the Facility fee.
- 2. Rehearsal is limited to 2 hours and must be pre-arranged with Management.
- 3. The rehearsal must be scheduled in advance and is subject to Facility availability (NOT guaranteed).
- 4. A rehearsal scheduled after 5:00 p.m. will require one or more of Management to be present.

Section 9. Additional Insured May Be Required Policy

1. Management may, at his/her discretion depending on risk as advised by Coffeyville Historical Society Attorney, require any person renting Facility to name the Coffeyville Historical Society as an additional insured on Event liability insurance.

Section 10. General Terms and Conditions

- 1. Renter and their guests, agents and employees shall at all times conform to all rules and regulations for the use and occupancy of and operations in Facility(s), as adopted, issued, or ordained, from time to time, by the Coffeyville Historical Society.
- 2. Any violation of such rules and regulations by any of the persons mentioned in this section shall, at the discretion of Management or his/her designee, subject such person or persons to immediate expulsion from Facility and the forfeiture of all rental fees paid under the Rental Agreement for the full term thereof.
- 3. Smoking indoors is prohibited. It is unlawful to smoke tobacco, clove, herbal, alternative smoking products or vapor producing products within any indoor place, used by or open to the public. Smoking outdoors is not permitted within 30 feet of the building.
- 4. No sitting, reclining, climbing or touching any of the furniture.
- 5. With permission from Management, if dishes and decorations are placed on any of the Brown family furniture, a pad must be placed underneath.



- 6. Fires are not allowed in any fireplace in Facility. Open flames are not allowed anywhere inside the Facility. Self-contained (enclosed by fireproof glass, metal or other safe non-flammable means) or battery-operated candles only are allowed at Event. Fireworks are not permitted.
- 7. Fog machines are not allowed anywhere in Facility(s) or on premises.
- 8. Helium balloons are not allowed, unless authorized by Management.
- 9. Items thrown at Event such as confetti, rice and birdseed are not allowed on premises. Blowing soap bubbles is only permitted outdoors. Natural flower petals are only permitted outdoors and artificial flower petals are only permitted indoors.
- 10. Management must approve layout of Event, including electrical and food requirements. Outdoor sound system/speakers must face toward Facility, not toward neighboring homes. Only small sound speakers may be used inside the Facility with the permission of Management
- 11. Management must approve the use and location of any decorations, exhibits, equipment, or supplies to be used for Event. No tape, staples, wire, etc., may be used to affix decorations, exhibits, or signs to any walls, doors, floors, or other parts of Facility(s) without permission.
- 12. Only staff members with prior written approval of Management are allowed to move, rearrange, or remove any equipment, furnishings, or other articles that are the inventoried property of the Coffeyville Historical Society. Renter must obtain written permission two weeks in advance from Management before any such actions may be undertaken.
- 13. Animals are not allowed anywhere in Facility(s), with the exception of service animals; however, service animals shall be in a harness AND wearing appropriate equipment/clothing identifying the animal as a service animal.
- 14. Facility(s) may remain open for visitors during normal business hours.
- 15. A yard sign no larger the 4 feet by 8 feet may be placed on the grounds of the facility ONLY on the day of the Event with previously written approval from Management.
- 16. Management and other authorized representatives of the Coffeyville Historical Society shall have the right to enter any part of Facility(s) at any time during occupancy.
- 17. Any equipment or property of Renter remaining at Facility(s) for more than ten days after the conclusion of Event may be deemed abandoned and may be disposed of by Management as is deemed advisable and as authorized by law.
- 18. Events must be concluded and all guests must be out of Facility(s) as follows. Renter shall be responsible for guests leaving by the end of the time stated below and will be liable for additional charges (\$500 per hour) at the discretion of Management if any persons remain on the premises after time stated below:
 - a. Inside Brown Mansion 12:00 a.m.
 - i. (Bars, bands and disc jockey, shut down by 11:00 p.m.)
 - b. Outside Brown Mansion 12:00 a.m.
 - i. (Bars, bands and disc jockey shut down by 11:00 p.m.)



19. Renter shall be fully liable for the repair and/or replacement cost of any damage to the premises or contents by Renter or guests of Renter.

Section 11. Facility(s) Inclement Weather Plan

- Only available on day of Event with inclement weather, Management approval, and a Rental Contract including outdoors Rental. Inclement weather includes, but is not limited to rain, snow, and wet grounds.
- 2. Renter may rent the inside of the Facility, if not rented, and the Event is less than 100 people. The Inclement Weather Plan Fee is an additional \$250 for the 1st Floor. Fee must be paid before Event. The Renter may reschedule for a later date or the Renter can cancel the Event minus the deposit.
- 3. If the Event is more than 100 people, the Renter can reschedule for a later date or the Renter can cancel the Event minus the deposit.

Section 12. Illegal Acts

1. Renter shall neither conduct nor permit any conduct on the premises which violates the law of the United States, State of Kansas, Montgomery County, or the City of Coffevville.

Section 13. Release/Indemnification

- 1. In further consideration of being permitted to use the facilities to the fullest extent permitted by law, Renter agrees to indemnify, defend and hold harmless the Coffeyville Historical Society, its officers, directors, employees, agents, volunteers and assigns ("Releasees") from and against all claims arising out of or resulting from the use of the facilities. "Claims" means any financial loss, claim, suit, action, damage, or expense, including but not
- 2. limited to attorney's fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from. Renter will voluntarily hold harmless the Releasees from any and all claims, both present and future that may be made by Renter, Renter's family, estate heirs or assigns.
- 3. Renter may not use the elevator in the Facility under any circumstances.



Section 11. Rental Facilities

Rental Options:			
Facility	Monday- Thursday	Friday- Sunday	Includes:
Entire Mansion	\$450 per day	\$850 per day	First FloorBallroomVeranda and Ground:
Entire 1st Floor	\$375 per day	\$650 per day	First Floor Veranda and Ground
Dining & Solarium	\$175 per day	\$350 per day	Dining RoomSolariumLibrary may be used if needed: additional \$50 fee
Music Room/ Wedding Only	\$250	\$475	Wedding held in Music RoomIncludes 2 hours for rehearsalIncludes use of changing rooms
Music Room	\$35/ 2 hours	\$75/ 2 hours	Music Room OnlyUsed for meetings, showers, etc.
Library	\$15/ 2 hours	\$25/ 2 hours	With rental of Music RoomUsed for meeting, showers, etc.
Wedding & Reception	\$450	\$650	 Entire First Floor Wedding held in Music Room Includes 2 hours for rehearsal Includes use of changing rooms
Ballroom	\$50/ 2 hours	\$100/ 2 hours	Entire Ballroom Only
Veranda & Grounds	\$275	\$350	Outdoor Facilities OnlyChanging rooms available for \$100
Photo Session		\$30 per hour	 Inside the Mansion Professional Photographer for Bridal, Family, Senior Pictures See Brown Mansion Photo Policy
Other Information:			
Capacity	 Ballroom: 49 Guests Music Room; 55 Guests First Floor Wedding: 70 Guests Library: 16 Seated First Floor Dinner: 105 Seated 		
Table and chairs are available for renters to use free of charge	Available on Main Floor: • 20 – Six Foot Tables • 8 – Eight Foot Tables		
The tables and chairs must be setup and taken down by the renter	 135 Metal Folding Chairs Available in Ballroom: 10 – Six Foot Tables 65 – Metal Folding Chairs 		