



Church of the Annunciation Community Center (9/7/11)
RENTAL AGREEMENT

Church of the Annunciation (OWNER) hereby agrees to rent to the individual listed below (RENTER) those portions of the premises located at 705 North Jefferson, Kearney, Missouri (the Premises), for the times indicated, and for the rate and on such terms as may be indicated. This rental agreement is subject to and all parties agree to abide by the following conditions.

1. OWNER assumes no liability whatsoever for accidents, thefts, arrests or disturbances, and RENTER agrees to indemnify and hold OWNER harmless from any liability whatsoever resulting from the use of the premises. Renter assumes responsibility for all persons attending their event and for their property.
2. RENTER shall make any arrangements for the sale or dispensing of alcoholic beverages with OWNER, and any and all usage of alcoholic beverages shall be in strict compliance with all relevant Federal, State, and local laws, and RENTER shall take no actions which would cause OWNERS liquor license(s) to be at risk. OWNER assumes no liability for RENTER'S violation of any city, state, or federal law and the serving of minors shall be the sole responsibility of RENTER. If Liquor is served It is mandatory to have bartender and security personnel, said personnel to be paid by Renter, bartender at the rate of \$20 per hour and security officer at the rate of \$30 per hour. No carry in liquor is allowed. **All alcoholic Beverages consumed on the premises (including all outside areas) must be purchased from OWNER. Failure to comply with this regulation can result in your expulsion from the premises.**
3. Any abuse of, damage to, or loss of Church property, whether real or personal, shall be the responsibility of RENTER. RENTER agrees to reimburse the Church, upon demand, such sum as will be necessary to restore the damaged property to its original condition if over the amount of the RENTERS damage deposit. If damage amount is less or equal to the damage deposit said deposit will be retained by OWNER.
4. Absolutely NO decorations or signs are to be attached or affixed in any way to any walls, windows, doors. Acoustic panels are not bulletin boards and are not to be used as such. **Roller skates,blades,shoes (heelies)bikes,trikes,skooters or any devices of this type are prohibited inside the building.**
5. All events must terminate by 1:00AM. In compliance with our insurance policy, events with music must arrange for music to stop by 12:00 Midnight. **If an event will have minors present who are not accompanied by a parent or guardian, RENTER will be fully responsible for city curfew compliance.**
6. RENTER shall, upon vacating premises, clean the kitchen, return tables and chairs used to storage, check for any fire hazard, remove any personal property, turn off interior and exterior lights, and insure that all exterior doors are locked.
7. RENTER shall have exclusive use of that portion of the premises rented for the time and date herein stated, however, any duly authorized representatives of OWNER may have access to the premises during the time of rental without question. Kitchen and restrooms may be shared if other portions of building are rented or if an event is scheduled for the Church hall and kitchen is needed. OWNER is not responsible for damage or loss of any personal property of RENTER.

8. RENTER shall pay one half of the full amount of rental fees upon execution of this agreement and submit a refundable damage/security deposit. The rental balance is due not less than twenty days prior to the date of the rental. IF THE RENTAL IS CANCELED AT LEAST 90 DAYS PRIOR TO THE DATE OF THE RENTAL, THEN AMOUNTS PAID SHALL BE REFUNDED MINUS UP TO A \$200 RESERVATION FEE. IF THE RENTAL IS CANCELED WITHIN 90 DAYS OF THE DATE OF THE RENTAL, THEN THE AMOUNTS PAID SHALL NOT BE REFUNDED UNDER ANY CIRCUMSTANCES. (There will be NO refunds for cancellation of reserved rentals in MAY, JUNE, OR JULY) Any amounts 120 days past due will have service charge added and may be turned over for collection. **BALANCES MUST BE PAID IN FULL BEFORE YOU ARE ALLOWED USE OF THE BUILDING. A separate check for payment of damage and security deposit, dated day of reserved event, must accompany completed rental agreement. This payments will be held and returned to you if there is no damage and the bartender and security have been paid as stated above. Key(s) must be returned before Damage/Security deposit will be returned to RENTER.**
9. Any amounts charged for damage and security deposit shall be refunded only after a duly authorized representative of OWNER makes a full inspection. If charges exceed the damage and security deposit, **additional charge could incur.** *There will be an additional charge* (charged against the damage deposit) for any balloons that are caught in the ceiling fans or damage to fixtures, furniture or building, and for pins tacks nails tape etc. on ANY of the walls or in acoustic panels. In the event damage charges exceed the amount of the deposit, then RENTER shall pay OWNER any such charges immediately upon the submission of a written statement. ALL deposits can be held if necessary to cover charges. RENTER is to return tables and chairs used to storage area. RENTER and or their caterer is required to return any kitchen supplies used to proper storage and leave kitchen clean and orderly.
10. ***comprehensive general liability insurance in amount of not less than \$1,000,000 in the name of the RENTER which includes the Church of the Annunciation, Rev. John C. Wolf, pastor and the Diocese of Kansas City-St. Joseph as additional insured there under will be provided. Charge for this insurance is included in fees charged for rental.** RENTER is required to fill out and sign the form provided for said insurance and return with this Rental Agreement. *meeting room, donated and reduced rate rentals DO NOT include insurance and require RENTER provided coverage.
11. **It is the RENTERS responsibility to clean the kitchen and return items used to proper storage and to return tables and chairs used to storage and to remove any personal belongings;** other cleaning of the space rented is included in rental fees charged.
12. The Community Center is a non Smoking Facility and No smoking is allowed in the building. No firearms are allowed except for those in the possession of Security personnel retained by OWNER.
13. Rental Agreement, Insurance Application and payment must be received in a timely fashion to insure your date is reserved.
14. Annunciation Community Center rates and fees and other information can be viewed at www.annunciationkearney.com go to: Planning an Event/Rent Our Hall

RENTAL AND BEVERAGE POLICY

FEES: Main Hall w/ Kitchen	\$825.00 / day
Day Before Option.....	\$200.00 / day
Tue, Wed, Thur, Hall Rental	\$325.00 / day
Friday, Sunday, Hall Rental.....	\$525.00 / day
Large Meeting Room.....	\$150.00 *day
Small Meeting Room	\$ 70.00 * day
Hall Damage/Security Deposit.....	.\$200.00*refundable
Meeting Room Damage Deposit.	\$50.00 *refundable

*Meeting room rental charge and reduced price rentals **do not** include insurance fee; Renter will be required to secure insurance from their own provider or purchase insurance from OWNERS provider.*Damage/Security deposits are refunded after inspection of the building and when the bartender and security personnel have been paid and key(s) is returned as stated in the Rental Agreement. BEVERAGE PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

BEVERAGE POLICY: All (alcoholic beverages) beer, liquor, or wine consumed in the building must be purchased from OWNER and NO CARRY-IN ALCOHALIC BEVERAGES ARE ALLOWED. WHEN LIQUOR IS SERVED BARTENDER AND SECURITY PERSONNEL MUST BE RETAINED FROM CLUB EIGHTY-NINE. BOTH ARE PAID BY RENTER AT THE END OF FUNCTION.

Beverages ordered must be paid in full 20 days in advance. drinks provided as a HOST bar are to be paid in full by RENTER at the end of your function. You may set a cost limit. Opened containers cannot be removed from premises.

Beer: Cost of beer includes cups and dispensing equipment Partial kegs used will be charged at full price.

Liquor and Wine: All drinks are served in plastic glasses that are included in the cost charged for liquor and wine. Partial bottles used will be charged at full price. Stemmed Champagne glasses are not provided.

Decorations: DO NOT use any type of fastener other than POSTER OR STICK TACK or Command brand fasteners when decorating the hall. Tape, tacks pins or nails are forbidden. Damage deposit will not be refunded if walls are marred or if acoustic panels are damaged. Be aware that balloons that are caught in ceiling fans will incur a charge against the damage deposit. KEY MUST BE RETURNED AND THE BARTENDER AND SECURITY PERSONNEL MUST BE PAID BEFORE REFUNDS CAN BE PROCESSED. It is the responsibility of the renter to set up chairs and tables, as they desire and to return tables and chairs used to storage after your event..

Fill out the last page and the insurance application, sign and return with payments. A copy will be returned to you. You will receive a questionnaire closer to your rental date asking for your beverage requirements, hours for the bartender and security personnel etc. Please return in a timely fashion to insure all arrangements can be made. If I do not receive this information in time to make arrangements you may not have the beverages and personnel required. Alcohol cannot be served without retaining our bartender and the security officer.

Theresa (816) 320-3354

PLEASE COMPLETE THIS PAGE AND RETURN TO ADDRESS AT BOTTOM

(Rental time is from 6am the day of till 1:00 am of following day with music to end by midnight)

Date and Time of Rental: _____

Purpose of Rental: _____

Quantity	Facility	Price Each	Total
	Main Hall / Kitchen	\$ 825.00	
	Day Before Options Friday	\$ 200.00	
	Day Before Option Weekday	\$ 100.00	
	Friday and Sunday Hall Rental	\$ 525.00	
	Mon, Tue, Wed, Thur.	\$ 325.00	
	Large Meeting Room	\$ 150.00	
	Small Meeting Room	\$ 70.00	
	Meeting Room Cleaning/Damage deposit		
*	Sub Total	Sub Total	
*	Deposit (half sub total) rec: date ck #	Deposit	
*	Balance due 20 days before rental date	Balance due	
*	Damage/Security Deposit	\$ 200.00	
	Return Rental Agreement, *Insurance Application,		
	And Damage Security Deposit in a timely manner to		
	Insure your Reservation		

no alcohol can be served without bartender & security—The bartender must be paid by you after your event at the rate of \$20 per hour and the security at \$30 per hour. Failure to pay the bartender and security officer will result in the loss of your security deposit and could entail extra charges. All balances due **MUST** be received before you are allowed use of the building. **Fill out and sign Rental Agreement and Insurance Application and return with one half of the Rental charge and the Damage/Security Deposit (Damage/Security deposit must be dated the day of your event. Damage /Security Deposit is a refundable deposit-refunded after inspection of building and if all conditions are met as stated in the Rental Agreement.)****Some facility use requires RENTER provided insurance*
RENTERS NAME: _____

ADDRESS: _____

City State Zip: _____

PHONE: _____

In witness whereof the owner and renter have executed this agreement on this _____ day of _____, 20____. I have read and agree to the RENTAL AGREEMENT, FEES, AND ALL POLICIES

RENTER'S SIGNATURE: _____
Accepted Church of the Annunciation.

Make check payable to the **Church of the Annunciation** and send to building manager at
(ACC-PO Box 407-Kearney MO 64060)

Notes from the Building Manager

- ❖ Please read the entire contract and make sure that you understand and can comply with all the conditions. If you have any questions, feel free to call me. It is **VERY** important that liquor laws are observed. **NO** Carry-in alcohol is allowed (inside or outside the building) Your party **CAN** be shut down if these rules are violated! You may rent the Hall and kitchen the day before your rental for the purpose of decorating or for a rehearsal party/dinner for an additional rental fee of \$200.00 Friday \$100 weekday. This offer good only in conjunction with a full price rental and is on a “First Come” basis. If anyone else has contracted for the use of the building on that day they will have sole use of the building on said day. You must contact me for availability of the date before adding to your contract.
- ❖ There are no cancellation refunds for May June and July—if any other date is cancelled up to 90 DAYS before your date you will receive a refund of amount paid minus up to a \$200 reservation fee.
- ❖ After your function the building will be cleaned. This insures that the premises is in good condition for all using the building. Renter is asked to return chairs and tables used to storage . Please store long tables on caddies as posted –**ONLY** ten to a caddie (they become too heavy when more are stored on a caddie and may cause damage to caddie. Return chairs to the chair caddies and return all caddies to the storage area. Renter and or their caterer is required to clean kitchen and return all items used to proper storage. You need to remove any items belonging to you immediately after your function as the building will be cleaned immediately after in most cases.
- ❖ Key must be returned before refunds are made. Key can be left with bartender or on hook on refrigerator.
- ❖ Every rental includes the use of the kitchen, including some kitchen equipment, utensils, counter space, ice and refrigeration. If other parts of the building are rented or if our catering division is serving at our other facility, kitchen and restrooms may be shared. Rental does not entitle you to use food, condiments, Styrofoam, plastic or paper, coffee, tea, sugar, cream, etc. or items that are in locked storage. Any of these items used will be charged to you. **YOU MAY USE** paper towels, trash bags and all cleaning supplies. Kitchen and restrooms will be shared if other rooms in the building are rented.
- ❖ Rental time is from 6am the date of your rental until 1am the following morning with music to terminate by midnight.
- ❖ It is your responsibility to set up the tables and chairs and to return them to storage after event.
- ❖ It is mandatory to retain a bartender and security from us when liquor is being served at your function. This is to protect you and us from violation of liquor laws. Bartender and security officer must be paid by you at the close of your function—bartender \$20 per hour and Security \$30 per hour.(bartender requires ½ hr to set up and ½ hr to tear down-include in total hours.) **NO CARRY IN LIQUOR IS ALLOWED. Violation of this rule can result in your expulsion from the premises. CARRY IN ALCHOLIC BEVERAGES ARE NOT ALLOWED INSIDE OR OUTSIDE THE BUILDING.** It is a violation of Missouri State liquor laws to do so. Any abuse of any of our personnel or violation of liquor laws can result in a shut-down of your party.
- ❖ Any liquor or soft drinks set up and used by you and any of your representatives above and beyond what was agreed upon and paid in advance of your event will be due and payable at the close of your function. Our personnel and or representatives will not set up additional drinks without your consent.
- ❖ Any food or beverages left in the refrigerators or freezers will be disposed of if not removed after your function. Any damage to contents, walls, floors, acoustic wall panels or window solar film, will result in a charge for replacement.