



SIGNED USE POLICY AGREEMENT		
Received Date _____		
Initials _____		
<hr/>		
Key # _____	Date _____	Initials _____
<u>Post Event Tour:</u>	Date _____	Initials _____
<u>Deposit Returned</u>	Date _____	Initials _____

Augusta Frisco Train Depot
618 State St.
Augusta, KS 67010



Use Policy Agreement – Effective 2/7/2017

The rental of the Augusta Train Depot Facility is subject to the following provisions:

A. RESERVATION PAYMENT

- a. Reservations will be made on a first come first serve basis. Reservations will only be confirmed when the written application and rental & deposit fee have been returned.
- b. Damage/Cleaning Deposit: A \$200 deposit (cash or check) is required at time of reservation for the facility. This deposit shall be held until after the Lessee's event. If Lessee finds any damage upon his or her arrival, Lessee shall call one of the contact numbers shown at the bottom of this agreement.
- c. Payments can be made using cash or check. Checks must be written to the **City of Augusta**. Failure to pay the rental fee will be reason enough to deny the use of the facility by the group or organization.
- d. **All fees charged shall be payable in advance. Separate payments for the damage/cleaning deposit and the rental fee are required. Fee for scheduled activities will be refunded if the activity is cancelled and seven (7) days notice is given in writing (email is acceptable).**
- e. Lessee shall be responsible for all costs of replacement or repair caused by any and all damage to the Depot and contents thereof.
- f. If Lessee is found to be occupying the Depot outside of the space and/or time paid for on the reservation form, the deposit money will be forfeited by the Lessee.
- g. Rental fees will be assessed based on the following:
 - **All fees are for time blocks of up to 4 hours.**
 - ***with tables & chairs set up**
 - ****No tables- just chairs set up**
 - *****Includes both meeting rooms but does not include the kitchen.**

<i>Area of Rental</i>	<i>Capacity</i>	<i>Resident</i>	<i>Non-Resident</i>
San Francisco Room	56*/80**	\$75	\$125
St. Louis Room	36*/49**	\$50	\$100
Full Facility***	92*/129**	\$100	\$200
Kitchen Rental		\$25	\$25
Projector/Screen Rental		\$25	\$25

B. USAGE OF BUILDING

- a. The use of the facility must be confined to that stated in the event description above.
- b. The Lessee signing the agreement for the use of the facility will be responsible for all persons entering the facility which they are using regardless of whether or not all those entering are members of the group which has been permitted to use the facility. Only the specific section of the facility mentioned in the agreement is to be used by the group. This includes the reception area, kitchen, and restrooms.
- c. Use of tobacco and illegal drugs is prohibited. Disorderly conduct is prohibited. **A permit is required to consume alcohol inside the building. Permit requests are available through City Hall and ten (10) working days should be allowed for application processing. There is a \$25.00 application fee.**
- d. All groups must observe all posted regulations in the rental facility.

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- e. The Fire Department has the right to walk-through the building at any point during the event to check the occupancy and ensure compliance with the fire code.
- f. The Lessee signing this agreement agrees to be the responsible party.

C. ALCOHOL POLICY; TEMPORARY PERMIT

- a. The City Manager or his designee must approve all events at which alcoholic or malt beverages will be served.
- b. The City Manager or his designee has the authority to make special regulations for any such event, which may be more restrictive than those included in the original contract.
- c. Any caterer charging a fee for alcoholic or malt beverages must be licensed with the State of Kansas and approved by the City Manager or his designee.
- d. The lessee will be responsible for providing adequate supervision for the dispensing and serving of alcoholic beverages to guests attending the event.
- e. All guests attending an event serving alcoholic beverages must be 21 years of age except:
 - 1. If an individual is employed for the event to perform a service i.e. entertainment, catering, etc.
 - 2. If an individual is accompanied by a parent, legal guardian or other relative over the age of 21.
- f. The City Manager has the authority to deviate from the administrative policy.
- g. Any violation of the policy will result in the immediate termination of the event.

D. FACILITY TOUR; ACCEPTANCE

- a. A tour must be scheduled prior to the rental date. Call 775-6339 or 775-4585 to arrange for an appointment. (Please note, the tour requirement can be waived if you have been on a facility tour of the Depot in the last 365 days). Lessee shall receive and accept the Depot in its condition at the time the Lessee commences use of the Depot, which condition the Lessee has examined and hereby approves. Lessee assumes all risks of, and City shall not be liable for, injury to persons and damage to property resulting from the condition of the Depot.

E. SUPERVISION

- a. Any and all events with minors in attendance must provide adequate supervision for all underage attendees. The City reserves the right to refuse use of the facility by any groups not in compliance with this regulation if they feel it is in the City's best interest to do so.

F. CLEAN UP

- a. The Lessee is responsible to leave the facility in the same condition it was found. This includes removal of all trash and recyclables to outside containers, wiping down tables and chairs, and sweeping the floors.
- b. Renter is responsible for cleanup of ANY & ALL spills or accidents.
- c. City has contracted with the Augusta Chamber of Commerce Director to inspect the premises to City's satisfaction after the lessee's use. Any damage or excessive cleanup needs, noted by the inspector, to the Depot building and/or grounds will result in a loss of deposit. The lessee shall be notified of the additional fee to be assessed if damage is above deposit amount. It is the responsibility of the lessee to ensure that the caterer provides proper cleanup. In the event of no detected damage or excessive cleanup, the Deposit shall be returned or securely shredded at no expense to the Lessee.



G. KEYS

- a. An entrance key is available for Depot renters. When the event is over, cleanup has taken place, lights are off, and all doors are securely locked, return the key to the drop box on the north side of the Depot building.
- b. Please return the key within 48 hours. Failure to return the facility key will result in loss of deposit.

H. DECORATIONS: The following policies apply to all decorations:

- a. **NO** nails, tape, tacks, or staples are allowed on the Depot walls. Blue Painters tape is an acceptable adherent.
- b. **NO** glitter, confetti, hay, and straw are allowed to be used for decorating within the facility. Candles and smoking are prohibited.
- c. **NO** items which may cause damage to the facility floor or grass are permitted.
- d. Bouncy houses are strictly prohibited.
- e. **Failure to comply with any of the aforementioned decoration rules will result in a loss of all facility usage privileges.**

I. LICENSE

- a. The City hereby grants a revocable non-exclusive license to Lessee to use, only for the purposes and manner set forth in the reservation form, herein, and as approved by the City, the Depot for the period set forth in the reservation form. This may be revoked by the City at any time, for any reason in the City's sole discretion, including, but not limited to Lessee's failure to pay rentals and fees due hereunder, Lessee's breach of any term of this Agreement or reservation form, scheduling conflicts, illegal or alleged illegal activity at the Depot, or violation of any City rules with respect to use of the Depot. In the event the City revokes this license prior to Lessee's use of the Depot and not as a result of Lessee's breach of its obligations under this Agreement or the reservation form, City shall refund the rental and usage fees paid by the Lessee. Such refund will be Lessee's sole remedy for such revocation.

J. LIABILITY & INDEMNITY

- a. The Lessee for itself, its agents, employees, representatives, assigns, guests, invitees and others using the Depot and adjacent premises under this Agreement shall waive any claim(s) whatsoever against the City of Augusta, any department thereof, its Governing Body and its Representatives (collectively "Indemnitees"), for any loss, injury or damage during the time the Depot or adjacent premises are used and occupied by said Lessee. Lessee shall indemnify, defend, and hold the Indemnitees harmless from any and all damages, losses, costs, claims, liabilities or expenses (including attorney fees and expenses), (collectively, "Losses") arising out of or relating to Lessee's or Lessee's agents, employees, representatives, assigns, guests, invitees and others using the Depot, use of the Depot and/or any occurrence at or on the Depot during Lessee's use thereof to the extent such Losses were not caused by the acts or omissions of Indemnitees. The Indemnitees shall not be liable to the Lessee, its agents, employees, representatives, assigns, guests, invitees or others using the Depot for any consequential or incidental damages arising or resulting from the performance or breach of this Agreement or licensing of the Depot to the Lessee.

K. RULES & REGULATIONS

- a. Rules and regulations are subject to change at the City's discretion.
- b. Lessee agrees that it, and its agents, employees, representatives, assigns, guests, and invitees shall comply with all such rules and regulations at all times.
- c. The Lessee must be at least 21 years of age.

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L. RIGHT OF REFUSAL

- a. City of Augusta is hereby authorized and granted the authority to refuse the use of the Depot or any part thereof, to Lessee or any agent, employee, representative, assign, guest, or invitee of Lessee when such use would be contrary to sound public policy, or where, in the City's sole opinion, such use would be objectionable to the public.

I have read the procedures for use of the Augusta Train Depot and agree to abide by the regulations set forth by the City of Augusta. I assume responsibility for any damages that might occur during my use of the facility.

Signature of Responsible Party

Name of Responsible Party

Date

Augusta Chamber of Commerce Representative

Date



Lessee Reminders

General Policies

- Parking in designated parking areas only. Overflow parking is available on State St. and in the public parking lot half a block south of the Depot.
- Use of illegal drugs, smoking, and/or gambling is not permitted at the Depot. A permit is required to consume alcohol inside the building.
- Only those rooms specified on the agreement will be available for use.
- All minors on the premises must have adequate adult supervision.

Decorations

- **NO** nails, tape, tacks, or staples are allowed on the Depot walls. Blue Painters tape is an acceptable adherent.
- **NO** glitter, confetti, hay, and straw are allowed to be used for decorating within the facility. Candles and smoking are prohibited.
- **NO** items which may cause damage to the facility floor or grass are permitted.
- Bouncy houses are **strictly prohibited**.
- **Failure to comply with any of the aforementioned decoration rules will result in a loss of all facility usage privileges.**

DEPOSIT RETURN CHECKLIST

- ☐ All trash has been removed to the outside trash and recycle containers
- ☐ Ensure all floors, tables, and chairs areas are clean including sweeping, disposing of all trash, and wiping down surfaces.
- ☐ Mop up any spills and/or food (off floors, walls, or any other surfaces)
- ☐ Clean all countertops and sink (if kitchen is utilized)
- ☐ Return thermostat to 72 degrees.
- ☐ All lights are turned off.
- ☐ All doors are locked.
- ☐ Keys are deposited in the mail slot of the Depot building.

For Non-Emergency issues contact:

Chamber or DAI Staff in Offices on West Side of the Building
316-775-6339 or 316-775-4585 (during regular business hours)
316-706-5233 Sarah (after hours)
316-648-8175 Connie (after hours)