

Rental Agreement
Midwest Center for the Literary Arts - The Writers Place
3607 Pennsylvania Ave
Kansas City, MO 64111
816-753-1090, info@writersplace.org, www.writersplace.org

On _____, The Midwest Center for the Literary Arts - The Writers Place (“TWP”) and _____ (“RENTER”) entered into this Rental Agreement whereby the RENTER desires to rent the premises of TWP located at 3607 Pennsylvania, Kansas City, MO 64111 (“PREMISES”). TWP agrees to rent the PREMISES for the purpose and considerations set forth in this Rental Agreement at the dates and times specified in this Rental Agreement.

A. Responsibilities of TWP

1. TWP will provide kitchen facilities that RENTER may use as desired. The limited tables and chairs at TWP are made available to the RENTER, but the RENTER may also rent, at RENTER'S cost, any additional chairs and tables needed from an outside vendor.
2. TWP will provide reasonable temperature control in the building during the Event. TWP will ensure that the PREMISES are reasonably cleaned prior to the Event. If requested by the RENTER, TWP will ensure additional cleaning of the facility outside of its regularly scheduled house cleanings for an additional fee. An additional fee of \$100 will be assessed if the facility is left insufficiently cleaned by the RENTER after the event.
3. TWP will provide use of the microphone, small mixer and speakers at additional charge. TWP is unable to provide a stereo system. A CD or MP3 player may be brought in to play through the mixer.
4. TWP will arrange for unlocking and relocking the PREMISES as mutually agreed to by the parties in the contract.
5. TWP may have a house manager on site in the office during the Event. The house manager is not provided to assist with set-up, tear-down or clean-up. There is no TWP staff available to do this. Set-up, tear-down and clean-up are provided by the RENTER (see below in Responsibilities of RENTER).
6. TWP does not provide publicity for RENTER or rental events. If RENTER wishes to have a reading or event with TWP provided publicity, RENTER must submit a proposal to the Readings and events committee for

approval. The Reading and Events Committee meets in August each year to evaluate proposals and set the schedule of readings for the following year. If the RENTER has not received Reading and Events Committee approval for the event, publicity for the event is the complete responsibility of the RENTER.

7. TWP may provide additional reasonable services at the request of the RENTER.

8. TWP does not rent its space for weddings or wedding receptions. It reserves the right to refuse rental to any event it does not deem appropriate for the space and/or TWP's mission.

B. Responsibilities of RENTER

1. Maximum capacity: RENTERS shall not have more than 90 guests at standing events, 50 guests at seated events on main floor ("Events") at TWP. The library can accommodate no more than 15 people.

2. RENTER Fees: RENTER fees vary depending on the time, hours of use and date of the function. The fees stated in the Rental Agreement do not include time for set-up, tear-down, and clean-up. Hourly fees apply to the additional time needed for set-up, tear-down and clean-up. Rental times must occur between the hours of 8:00 a.m. -10:00 p.m. Extra time (consecutive hours only) may be available only by prior arrangement with TWP for an additional per hour fee. All Events must end no later than 10:00 p.m.

3. The RENTER must have been a member for 6 months before member rates apply to the rental fees of TWP.

4. If RENTER arranges with an outside vendor for chairs or tables, catering, or other such items, RENTER is responsible for arranging delivery and pick up at times when the staff of TWP is available. TWP will not accept responsibility for arranging for pick up or for ensuring that items are picked up unless prior arrangements have been mutually agreed upon between the parties.

5. RENTER agrees that the artwork hanging in TWP gallery is not removed or disturbed in any way. If RENTER desires for artwork to be removed, prior arrangements must be made with TWP and only TWP will handle artwork. TWP may, at its sole discretion, refuse to remove artwork.

6. RENTER agrees to leave the PREMISES as they were found, unless prior arrangements have been made with TWP and the individual responsible.

7. RENTER is responsible for all removal of trash and trash bags created during use of the facility.

8. RENTER is responsible for all tear-down of tables, if necessary and the return of chairs as positioned for usual and customary reading Events that take place at TWP.

9. RENTER agrees to use all reasonable efforts to ensure against damage to TWP property. A \$400.00 Damage Deposit is required to hold the space. The Damage Deposit may not be used for payment of the Event unless it is for further charges incurred by TWP after the Event has occurred.

10. Caterers: The RENTER may contract with any caterer. The RENTER will notify TWP house manager of the caterer selected. RENTER is responsible for instructing the caterer regarding all aspects of any planned Event. The Owner reserves the right to refuse access to the property for any caterer that is not properly authorized. ALL DELIVERIES MUST BE COORDINATED WITH TWP HOUSE MANAGER. Caterers will not have access to TWP until the time designated as the opening time in the Rental Agreement. Extra time required by the RENTER's vendors will be billed from the RENTER's Damage Deposit.

11. Set-up and Removal of Equipment: Personnel for setting up, taking down, and storage of TWP and rental equipment will be furnished by the RENTER. All rental equipment must be set up, taken down, and removed from the premises within the time frame required by the Rental Agreement. FAILURE TO REMOVE ALL EQUIPMENT BY THE DEADLINE PROVIDED IN THE RENTAL AGREEMENT WILL RESULT IN THE FORFEITURE OF THE RENTER'S DAMAGE DEPOSIT IN FULL. NO WRITERS PLACE STAFF IS AVAILABLE TO ASSIST WITH SET-UP OR REMOVAL OF EQUIPMENT.

12. Clean-up: In addition to equipment, within the time provided in the Rental Agreement, the RENTER and/or the RENTER's caterer or contracted vendors must remove everything that was brought into TWP for the Event (including, but not limited to, trash, flowers, and decorations). Any time beyond the time specified in the Rental Agreement that is required to complete the break-down and clean-up following the Event will be billed to the RENTER's Damage Deposit. It is the RENTER's responsibility to ensure that caterers, rental equipment companies and other agents, employees and contractors of the RENTER abide by rules relating to set-up, clean-up and tear-down. The RENTER is also responsible for ensuring that the kitchen is left in a clean condition.

13. Confirmation of the RENTER's Reservation: In order to reserve a date, the RENTER must sign a Rental Agreement and pay one half of the Total Payment and a Damage Deposit at the time of the signing. Remaining Total Payment must be received no later than 60 days prior to the Event date. NO VERBAL ARRANGEMENT OR OTHERWISE IS CONSIDERED A CONFIRMATION.

14. Cancellation: Cancellation of the Event by the RENTER at least 60 days prior to the Event will result in forfeiture of the Rental Deposit. Cancellation in less than 60 days will result in forfeiture of the Total Payment. A CHANGE OF DATE IS CONSIDERED A CANCELLATION.

15. RENTER is responsible for their own sobriety and that of their guests, and knowledge of liquor laws if alcohol is consumed.

16. Noise: All RENTERS are responsible for abiding by the Kansas City Noise Control Ordinance, which states that "between the hours of 10:00 p.m. and 7:00 a.m. the sound level will not exceed 55 decibels and at other times not exceed 60 decibels." MUSIC MUST BE STOPPED BY 10:00 P.M. Failure to abide by requirements relating to noise control may result in the forfeiture of the RENTER's Damage Deposit. The TWP house manager or staff may require the RENTER to reduce noise to an appropriate level. Amplified music and bands will not be allowed outside of TWP (porch, parking lot, yard, street, etc.); all sound must be contained within the house.

17. Private Property: TWP is not responsible for property of the caterers, guests, or other vendors of the RENTER which is lost, damaged, or stolen during an event or while on TWP property.

18. Smoking: Smoking is not permitted within TWP. Smoking is allowed on the grounds of TWP, so long as cigarette butts are properly removed and disposed of by RENTER.

19. Parking: The parking lot adjacent to TWP accommodates approximately 8 cars. Remaining parking is available on the street. Parking is also available in the parking lot across from the Uptown Theater if there is no Uptown event that night. The RENTER is responsible for ensuring that this policy is followed by guests, caterers, and other contractors. Handicapped parking is available in TWP parking lot behind the building.

20. TWP is handicapped accessible on the first floor only. Entry into TWP is through the side door from the TWP parking lot. For the considerations set forth above, TWP agrees to provide PREMISES for the following Event and RENTER agrees to pay the associated fees shown below.

NAME: _____

EVENT: _____

EVENT DATE: _____

HOURS OF EVENT: (Please include set-up and break-down times.)

Reservation Start: _____

Reservation End: _____

CONTACT(S): _____

PHONE/EMAIL: _____

Member Rates:

(10 a.m. to 4 p.m., Tuesdays- Fridays)

Main Floor only: \$40 hr

Library only: \$35 hr (2-hr minimum)

Entire House: \$60 hr

(before 10 a.m. and after 4 p.m. Tuesdays-Fridays, and on weekends and Mondays)

Main Floor only: \$55 hr

Library only: \$50 hr

Entire House: \$75 hr

Non-member Rates:

(10 a.m. to 4 p.m., Tuesdays-Fridays)

Main Floor: \$75 hr

Library Only: \$50 hr

Entire House: \$100 hr

(before 10 a.m. and after 4 p.m. Tuesday-Friday, and on weekends and Mondays)

Main Floor: \$90 hr

Library Only: \$65 hr

Entire House: \$115 hr

Additional Fees:

Sound Equipment \$50 _____

Projector and screen \$50 _____

(RENTER should provide own laptop to use with projector) Laptop if renter does not supply one: \$75 _____

Damage Deposit: \$400

A \$400 **refundable** Damage Deposit (“the Damage Deposit”) is required with all rental agreements. If the conditions set forth in these policies and the rental agreement is followed and no damage or extra charges outside of those in the Rental Agreement are incurred, the Damage Deposit will be returned or destroyed, as requested. To the extent that the \$400 Damage Deposit is not adequate to compensate TWP for damage, any excess will be billed to and paid by the RENTER within 30 days of the Event at which the damage occurs.

Total:

RENTER Signature: _____

Written Name: _____

Date Signed: _____

THE WRITERS PLACE

Signature: _____

Written Name: _____

Date Signed: _____

The above signatures indicate agreement of signing parties to all policies and responsibilities outlined in this 6-page Rental Agreement.