

KEARNEY COMMUNITY HALL
RENTAL Event Application 11/03/2023

Date of Event:	
Type of Event:	
Organization; Non-Profit 501(c)(3) Y or N	
Planned Number of Event Attendees:	
Primary Contact/Responsible Individual:	
Phone Number & email:	
Address, City, State, Zip:	
Secondary Contact phone & email:	
Date/Time of Rental, Starting to Completion Including Set-up and Clean-up:	

RENTAL Agreement TERMS AND CONDITIONS

The Facility, "As Is"	Kearney Community Hall is being provided for use "AS IS." The 501(c)(3) Board of directors supervises operation and maintenance of the facility, and must approve in writing any changes or modification by those renting the facility.
Reservations	All applications for reservation must be in written form and signed by an individual assuming responsibility. Apply at KCH Administrator, 25 Canal Road, Buffalo, Wyoming 82834. Applications for reservation will be taken on a first-come, first-serve basis in accordance with the following terms and conditions. The Kearney Community Hall Board reserves the right to deny any application for reservation.
Rental Fees	Rental fees must be paid in full 30 days prior to an event. A \$300 deposit is required with application to hold the date for any event and will be forfeited should the event be cancelled by renter 30 days prior to an event. The rental fee is charged by day, and applies to set-up and clean-up days.
Facility Access	Arrangements will be made with the renter to open and close the facility. In the event of an emergency, please contact Scott at 307-217-1306 or Courtney at 307-461-7635.
Concessions	Food concessions are subject to Johnson County and State of Wyoming regulation and permitting process. All concessions require a food permit from the Wyoming Department of Agriculture. Concessions without appropriate permitting will be considered a breach of contract , will result in deposit forfeiture, and the concession will be closed.
Clean-up	The renter is asked to clean up the facility and grounds after use - the day of the scheduled event unless otherwise approved. This includes hauling trash from the facilities, replacing garbage liners, cleaning, wiping down, and storing tables and chairs; removing decorations and signage; removing all food products from the premises; sweeping floors, closing windows, locking doors.
Compliance	A KCH Administrator may visit the facility while any event is taking place. Upon the conclusion of an event a KCH Administrator will inspect the premises and verify the degree to which terms and conditions have been met. The Board may provide renter with a final rental assessment to acknowledge any deficiencies, and a deposit or a portion thereof will be refunded, as appropriate, at discretion of the administrator.
Indemnification	The renter agrees to indemnify and hold harmless Kearney Community Hall Board or administrators for any and all actions, claims, costs, damages and expenses, including but not limited to attorney's fees and court costs, arising out of the use of the Kearney Community Hall by the renter, renters' invitees, licensees, relatives, friends, and their respective invitees or licensees associated with the rental use of the Kearney Community Hall facilities.
Liability of Renter	The renter is required to be present when use of the Kearney Community Hall takes place. Access must be available to a KCH Administrator during the entire course of the rental period. Renters using the facilities shall comply with all Federal, State & Local Laws. Furthermore, the renter assumes full responsibility and liability for the acts and omissions of his invitees, licensees, contractors, vendors, guests, relatives, participants, friends, and their respective invitees and licensees. As such, renter will be financially responsible for any and all damages that may occur during his/her use of the Kearney Community Hall facilities, regardless of who actually caused the damage.

Personal losses or damages	Kearney Community Hall Board is not responsible for lost, damaged or misplaced property associated with any event or rental agreement. Furthermore, the renter agrees that the Kearney Community Hall Board is released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained arising out of the use or occupancy of the Kearney Community Hall facilities and/or its grounds.
Insurance	Liability insurance is the responsibility of the renter. The renter therefore agrees to secure appropriate event insurance naming Kearney Hall as an additional insured. A certificate of insurance must be presented to the Kearney Community Hall Administrator before a function can be held.
Alcoholic Beverages	The renter is solely responsible for complying with all laws pertaining to the safe consumption and/or distribution of alcohol at their event.
	No alcoholic beverages will be allowed at a function where the majority attendees are persons under the age of 21. This includes high school graduation parties, birthday parties, etc.
	Alcoholic Beverage sales are subject to Johnson County Temporary License, subject to a fee and set by Johnson County Commissioners. A certificate of such authorization must be presented to the Kearney Community Hall Administrator before a function can be held. Kearney Community Hall Board will not be held responsible should the Johnson County Commissioners deny such license.
Parking	Renter agrees to inform its guests and contractors that <i>absolutely no off-site parking</i> is allowed in association with Kearney Community Hall rental or use. Renter is advised to supervise parking with an attendant.
Smoking Policy	Absolutely no smoking is allowed in the building.
Open Flames	Absolutely no open flames, flame producing devices or any flammable and/or combustible materials are allowed inside the facilities. This includes, but is not limited to candles, torches, incense burners, charcoal grills, sterno burners, etc. Failure to comply will be considered a breach of contract.
	Use of the fireplace may be authorized only through request upon application. Under no circumstance will a fire be allowed to remain burning in the fireplace when nobody is present in the building.
Set Up & Misc	Hall users will not move the piano without prior approval. No access is authorized into the downstairs, and no objects will be placed to obstruct access. Posters, notices, bulletin board items, etc. will not be moved without prior authorization. Every effort will be made by Hall users to conserve water. The outside water faucet is not considered potable and will not be used as such. Fire extinguishers will remain in place. Any decorations that are attached to the physical structure (walls, ceilings, etc.) of the Hall or facilities must be pre-approved by the KCH Administrator or his/her designee, and must be removed post-event. Dance waxes, birdseed, rice, or similar items may not be used in the facilities or on its grounds. Use of any such materials is considered a breach of contract and will result in deposit forfeiture, regardless of clean-up.

List additional needs and/or criteria

Renter may Use the Kearney Community Hall Facilities and agrees to adhere to the above Terms and Conditions under application parameters provided, given Administrative Approval below.

To be completed by Kearney Hall Administrator:	
Applicable Rate & Deposit:	
Kearney Hall Administrator Approval/Date:	

Applicant Acknowledgment:	I, as renter, have read the above Kearney Community Hall Rental Terms and Conditions and agree to abide by them in their entirety. I understand that by signing below I am executing a binding contract with the Kearney Community Hall Board.
Renter Signature/Date:	