

Enright Gardens, Inc. | Brooklyn Hall
2351 N 400 Rd, Edgerton, KS 66021
913-893-6842 | www.brooklyn-hall.com

Rental Agreement and Use Restrictions & Guidelines

Name of Applicant _____

Company Name _____

Address _____ City/State/Zip _____

Phone _____ Fax _____ Email _____

Type of Event _____ Date & Time of Event _____

Approx # of People Attending _____ Alcohol? Yes _____ No _____

This agreement ("Agreement") is entered into between Enright Gardens, Inc. and the undersigned applicant ("Applicant") as of this _____ day of _____ 20____. Enright Gardens and Applicant hereby agree to the following terms and conditions for the rental and lease of the real property known as Brooklyn Hall, located at 2351 N 400 Road, Edgerton, Douglas County, Kansas (the "Premises") as follows:

1. Rental Payment. Applicant hereby agrees to pay rent ("Rent") for use of the Premises for the event described above (the "Event") in the amount of \$_____.
2. Deposit Due to Secure the Premises. One half of total rent as a Deposit is due and payable upon execution of this Agreement. Payment of Deposit secures the Premises for the date (s) (the "Rental Date(s)") of the Event and is non-refundable. Remaining rent is due by 30 days prior to Event.
3. Usage. Applicant shall be entitled to use the Premises on the Rental Dates(s) between the hours of _____ am/pm, and _____ am/pm.
4. Damage Responsibility. Applicant shall be responsible for all damages to the premises and equipment which result from or occur during Applicant's use of the Premises.
5. Accidents and Indemnity by Applicant. Applicant shall defend and indemnify Enright Gardens and hold Enright Gardens harmless from any and all liability, damages, costs, or expenses, including attorneys' fees, arising from any act, omission, or negligence of Applicant, or the offices, contractors, licensees, agents, servants, employees, caterers, guests, invitees, or visitors of the Applicant in or about the Premises. Enright Gardens shall not be liable for any loss or damage to person(s) or property sustained by Applicant, or other persons, caused by the building or improvements, or any appurtenances thereto, being out of repair or by the bursting or leakage of any water, gas, sewer, or steam pipe or any theft or vandalism; or by any other cause of whatever nature.
6. Impossibility of Performance. Enright Gardens shall be released of its obligations to perform under the Agreement in the event of Acts of God, including flooding, inability to obtain labor and materials or reasonable substitutes for labor and materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental actions, civil commotions, fire or other casualty, or other causes beyond the reasonable control of Enright Gardens.
7. Alcohol. Alcohol and/or cereal malt beverages shall be served and provided only by a licensed caterer, unless superseded by a supplemental contract addendum. Applicant shall provide Enright Gardens a certificate of the licensed caterer not less than 10 days prior to the Rental Date(s). **RESPONSIBILITY FOR APPROPRIATE USE AND CONSUMPTION OF ALCOHOL AT THE EVENT AND LIABILITY FOR ANY CONSEQUENCES ARISING FROM THE CONSUMPTION OF ALCOHOL SHALL BE ASSUMED BY APPLICANT AND THE LICENSED CATERER. MINORS MAY NOT RECEIVE, CONSUME, OR BE IN POSSESSION OF ANY ALCOHOL**

AND/OR CEREAL MALT BEVERAGE. UNLAWFUL SERVICE, SALE AND/OR CONSUMPTION OF ALCHOLOIC AND/OR CEREAL MALT BEVERAGES IS STRICTLY PROHIBITED AND UPON SUCH VIOLATION(S) ENRIGHT GARDENS MAY IMMEDIATELY TERMINATE THIS AGREEMENT AND RETAIN ALL FUNDS RECEIVED INCLUDING RENTAL FEES.

8. Cancellation Policy. Applicant must notify Enright Gardens of a cancellation no later than ninety (90) days prior to the scheduled event. Cancellations less than ninety (90) days prior to the scheduled event will not receive a refund of any portion of the rent. **NO DEPOSIT REFUND SHALL BE PROVIDED UPON A CANCELLATION.**
9. Decorations. All decorations must be removed after the Event. The use of nails, screws, staples, push-pins and removable tape is prohibited. No open-flame candles are permitted. Covered candles may be utilized provided all such candles are located in the center of each table. Use of rice, bird seed, and confetti is expressly prohibited unless such items are biodegradable.
10. Deliveries. Scheduling of all deliveries is the Applicant's responsibility. Applicant must make arrangements to meet with individual vendors, including florists, caterers, bakers or food suppliers at the Premises unless previously arranged with Enright Gardens.
11. Music. Music supplied by Applicant must be kept at a reasonable volume at all times. At no time shall Applicant be permitted to make, continue, maintain or cause to be made any excessive, unreasonable or unusually loud noise, which disturbs, injures, or endangers the repose, health, peace or safety of residents in the vicinity of the Premises.
12. Clean Up. Applicant is responsible for collecting all garbage and placing such garbage in garbage bags neatly outside the hall and removing all decorations. All other clean-up is the responsibility of Enright Gardens.
13. Personal Items. Enright Gardens is not responsible for damaged, lost, or stolen personal belongings. All personal belongings must be removed by Applicant upon termination of the Event. Enright Gardens is not responsible for personal property left at the Premises after the Event.
14. No Smoking. Smoking is expressly prohibited inside the hall. Smoking is allowed outdoors only.
15. Animals/Pets. The presence of animals or pets on the Premises is prohibited, unless specific arrangements are made prior to the Event with Enright Gardens.
16. Enright Gardens Equipment. All Enright Gardens equipment used by Applicant during the Event must be left inside the hall at the conclusion of the Event.
17. All children under the age of 16 must be with a parent or guardian. No children will be allowed outside after dark unless they are on the patio.

Rental items are available as follows:

Table Linens \$10 each _____ Beer Keg (holds 3 tappers) _____
The Gardens (Park & Gazebo) \$400 _____ Bagged Ice (Market price) _____

Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the State of Kansas applicable to leases of real property located in Kansas.

18. Venue. The parties agree to the jurisdiction and exclusion venue of the District Court of Douglas County, Kansas to resolve all conflicts arising out of this Agreement.

THIS RENTAL CONTRACT is entered into this _____ day of _____ 20_____.

APPLICANT

Enright Gardens, Inc.
Brooklyn Hall

Signature and Date

Signature and Date

Printed Name

Printed Name