

THE WORNALL/MAJORS HOUSE MUSEUMS
EVENT AGREEMENT FOR SPECIAL LIMITED USE OF
THE ALEXANDER MAJORS BARN AND GROUNDS
8201 State Line Road, Kansas City, Missouri 64114
(816) 361-0635

Licensee Name

This Agreement (“Agreement”) is made in Kansas City, Missouri, on **SIGNING DATE** by and between The Wornall/Majors House Museums, Inc. (“WORNALL/MAJORS”) and **NAME** (“Licensee”), who desires to reserve on the **NUMBER** day of **MONTH, YEAR** for **NUMBER** continuous hours beginning at **START TIME** for the exclusive purpose of a **PURPOSE** in the ALEXANDER MAJORS BARN and WAGON ROOM, and certain designated outdoor space adjacent thereto.

In consideration of WORNALL/MAJORS allowing the Licensee to use the above described facilities for the referenced period, the Licensee agrees:

Payment to WORNALL/MAJORS, as described below, of the amount of **\$TOTAL (of which \$DEPOSIT is refundable)** for the use of the facilities, delivered, and made payable to:

The Wornall/Majors House Museums
6115 Wornall Road
Kansas City, Missouri 64113

1. An initial deposit of **\$600** must be paid in person via credit card, check, or cash upon signing of this Agreement. The deposit of **\$600** confirms the reservation. One half of the deposit (**\$300**) is non-refundable and will be applied to the final payment. If Licensee fulfills his/her obligations under this Agreement, cleans and restores the facilities, and does not cause any damage to the facilities, the remaining one-half (**\$300**) of the deposit will be returned to Licensee upon WORNALL/MAJORS inspection of the property no later than 30 days after the event. Please see the attached Addendum A for a summary of the costs for reserving the Alexander Majors House Barn and its facilities and grounds.
2. Final payment must be made via credit card, check, or cash to WORNALL/MAJORS ninety (90) days prior to the event. If mailing a check, it must be postmarked on or prior to the ninetieth (90th) day mark. If paying by credit card, you must call in the final payment by 4 PM on or before the ninetieth (90th) day mark. Failure to pay on or before ninety (90) days prior to your event will result in a non-refundable late fee of **\$300** that day plus **\$50** for every day thereafter that until final payment is received and cleared. The Licensee will be charged **\$35** for all returned checks.

Licensee Initials

3. There will be no refunds for changes to rental hours agreed to in this signed Agreement and paid for in full on or before ninety (90) days prior to the event. There will be no refund offered due to inclement weather.
4. The Licensee shall pay a pro rata rental fee of **\$100** per hour for that period of time which the Licensee, caterers, entertainers, rental companies, or other groups or individuals occupy the premises before or after the rental period described above. Provided, after the Agreement has been signed and up to fourteen (14) days prior to the event, if Licensee requests additional hours beyond those described above, WORNALL/MAJORS may, depending upon facility and personnel availability, grant the request and amend this Agreement to allow the additional usage at the hourly rate of \$80 per hour. Payment for such additional usage must be paid immediately upon approval of the request via credit card or cash only.

5. **Cancellation Fees:** Written notice of the cancellation of the event any time after this Agreement has been signed and the \$600 deposit has been paid, will result in the forfeiture of the entire deposit of \$600. A change in date is considered a cancellation. **If at least ninety (90) days written notice of cancellation is not received by WORNALL/MAJORS prior to the scheduled event, the entire final payment and the deposit of \$600 will result in forfeiture.**

Licensee Initials

6. **Maximum Capacity:** The Barn can accommodate a maximum of 175 guests (including children) for standing receptions. Table size, placement, and number of chairs will reduce this maximum occupancy accordingly. Strict adherence to this capacity is required. If more than 175 guests are desired, the Licensee is responsible for renting a tent and/or additional restroom facilities.
7. The Licensee shall not make any alterations in, addition or improvements to the premises or grounds whatsoever, without the prior written consent of WORNALL/MAJORS.
8. **Clean Up:** The Licensee shall ensure that they, their guests, caterers, entertainers, and related contract groups clean up the premises they use for their event and all equipment, fixtures, debris or waste, and related items must be removed from the premises at the end of the rental period. The Barn and grounds outside must be picked up and free of trash and debris or waste and related items, the floors must be broom clean, trash must be emptied, and there must be no damage done to the premises. Licensee and/or the Licensee's contracted vendors, caterers, and rental companies must remove everything that was brought to the event and Barn and grounds for the event by the end of the contracted time. This includes but is not limited to the following: decorations, flowers, trash, rental equipment, food, cigarette butts. All outdoor furniture, picnic tables and benches, must be moved back to the front of the Barn and benches returned to their original position. Failure to do so will result in an automatic forfeit of the deposit plus additional time charges per section 4 above.

Failure to strictly adhere to these terms may result in full forfeiture of the deposit, in the sole discretion of WORNALL/MAJORS. If WORNALL/MAJORS determines that facility cleaning is required after the event, the Licensee will be charged at the rate of \$100 per hour, in addition to forfeiture of the deposit.

Licensee Initials

9. **Vehicles:** If any of the event guests' cars are left on the premises after the scheduled hours of the event without prior written consent of WORNALL/MAJORS, the additional hours charges of section 4 above will apply, in addition to forfeiture of the deposit. In addition, WORNALL/MAJORS is not liable for any damage to the cars and the cars will be towed.

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10. All damage to the building, fixtures, or other real or personal property which occurs during the use of the facilities by the Licensee, and all breakage or other injury done by the Licensee, or the agents, clerks, workers, or visitors of the Licensee, as well as any damage caused by the overflow or escape of water, electricity or other substance, due to the negligence of the Licensee, or of the agents, clerks, workers, or visitors of the Licensee, shall be corrected by WORNALL/MAJORS at the expense of the Licensee. The cost shall be determined on statements rendered by WORNALL/MAJORS to the Licensee, and the sum so determined shall be payable to WORNALL/MAJORS upon the delivery of such statement.
11. WORNALL/MAJORS shall not be liable for any damage, loss or injury to any personal, real or rental property or any person at any time at the leased premises as a result of a function held under the terms of this Agreement.

12. WORNALL/MAJORS has the right to cancel this agreement upon reasonable advance notice if WORNALL/MAJORS is acquired by any government authority through condemnation proceedings or in the event the property is sold to any third party, or if repairs, renovations, or acts of God damage or impair the Barn or grounds.
13. WORNALL/MAJORS shall not be liable for any damage to any property or person at any time in the rented premises or building from steam, gases, or electricity, or from water, rain, ice, or snow, whether they may leak into, issue, accumulate, or flow from any part of said building or grounds, or from the pipes or plumbing works of the same or any other place or quarter. The Licensee shall give to WORNALL/MAJORS or to its agent, prompt written notice of any accident to or defect in the water pipes, warming apparatus, or electric wires.
14. The Licensee agrees to indemnify and hold WORNALL/MAJORS, its members and its managers, harmless from and against any loss, damage, liability, expense or claim arising out of or in any way connected with the Licensee's use of WORNALL/MAJORS properties, including reasonable attorney's fees and expenses in the event of Licensee's failure to promptly indemnify WORNALL/MAJORS for such loss.

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15. WORNALL/MAJORS staff and personnel will be allowed anywhere in the Barn or grounds at any time and have the right to access the Barn's restroom.
16. Licensee and the agents, clerks, workers, or visitors of the Licensee are required to treat WORNALL/MAJORS personnel with respect. Misconduct and abusive behavior, including but not limited to arguing, yelling, threats, and profanities at any point before or during the event involving any personnel of WORNALL/MAJORS will result in immediate cancellation of the event without a refund of the license fee and forfeiture of the deposit at the sole discretion of WORNALL/MAJORS.
17. This Agreement is with the Licensee only, and cannot be assigned or transferred in any way.
18. The provisions of this Agreement shall bind the parties and their respective representatives, successors, and assigns to this contract.
19. WORNALL/MAJORS may make any necessary changes to the Barn structure, grounds, or policies at any time prior to the event. WORNALL/MAJORS WILL NOTIFY LICENSEE OF RELEVANT CHANGES VIA EMAIL AS THEY OCCUR. Such changes will not be subject to rental discounts or rental fee waivers.
20. **Visiting the Barn:** Once the contract and/or deposit has been returned to Wornall/Majors, the Licensee will be allowed three (3) visits to the barn prior to the event free of charge. After that, each additional visit can be requested at the rate of \$50/hour. Such visits include those made by event planners, caterers, photographers, family members, and other participants and vendors associated with the Licensee event. Licensee must confirm their visits with WORNALL/MAJORS staff at least 48 hours in advance.
 - a. WORNALL/MAJORS does not hold office hours at the Majors site Mondays through Wednesdays, and a staff member will not be on site on those days. Please plan accordingly.

Licensee Initials

21. **Open Flames and Fireworks:** There are no fireworks, candles, bonfires, biodegradable lanterns, torches, or other open flames permitted on grounds or in the buildings.

22. **Smoking:** The Alexander Majors House is a smoke-free property. Smoking is not allowed on the property and there are no designated smoking areas on the property.
23. **Weapons:** Weapons, concealed or otherwise, including but not limited to hand guns, rifles, knives, switchblades, etc. are **STRICTLY FORBIDDEN** from the premises at all times by Licensee, guests, and independent contractors.
24. **Drugs:** Illegal drugs are **STRICTLY FORBIDDEN** from the premises at all times by Licensee, guests, and independent contractors.
25. **Animals:** Non-service animals are not allowed on the premises by Licensee, guests, and independent contractors **UNLESS** written permission is obtained from WORNALL/MAJORS at least sixty (60) days prior to the event.
26. **Alcoholic Beverages:**
- a. **NO ALCOHOL MAY BE SOLD ON THE PREMISES.**
 - b. Licensees are solely responsible for complying with and understanding all liquor laws. Licensees are responsible for the sobriety of their guests. Alcohol may **NOT** be served to minors. Alcohol liability issues first fall to the Licensee.
 - c. All alcohol must be served by a licensed bartender(s) or bartending service **from the state of Missouri**, which is hired by the Licensee. **Licensee must provide documentation of each bartender's license, or bar card, at least sixty (60) days prior to the event.**
 - i. There are no kegs allowed unless the beer is tapped and served by the bartender.
 - ii. **There will be no open alcoholic beverages allowed during event set up/tear down unless they are served by the specified licensed bartender.**
 - d. Failure to comply with our alcoholic policies will result in an immediate forfeit of all alcohol on the property and a fee of \$500.

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27. **Security:** Licensee will pay for security services arranged by WORNALL/MAJORS. Security is required during the last three (3) hours of all events where alcoholic beverages are served.
28. **Tents:** Large outdoor tents are permitted **ONLY** if the Licensee or their vendor contact the Missouri One Call System (MCOS) to have underground utilities marked **BEFORE** beginning setup. Licensee or vendor may visit www.mo1call.com or call 1-800-DIG-RITE (1-800-344-7483) to schedule this service. Licensee assumes responsibility for any damage incurred to underground utilities as a result of their vendors' activities and the costs resulting from such damage.
29. **Dressing Room:** An ancillary area in the Barn (the Bridal Suite) is provided to be used as a dressing room by the Licensee. Damage to the carpet or other parts of this room, or removal of furnishings/décor from this room, will result in the forfeit of the deposit. Damages in excess of the deposit will be the responsibility of the Licensee.
30. **Damage:** Damage to any area, including, but not limited to, furniture, building structure, or artifacts will result in a forfeit of the damage deposit, or, in the event that the damage is greater than \$300, the excess amount will be billed to and paid by the Licensee within 30 days of the event at which the damage occurs.

31. **Private Property:** WORNALL/MAJORS is not responsible for the property of caterers, vendors, guests or others of the Licensee which is lost, damaged, or stolen during the event or while on WORNALL/MAJORS property.
32. **Park Property:** WORNALL/MAJORS will not be responsible for any use or damage to park land. The Parks Department has allowed for cars to be parked on their land **if the ground is not wet**. Damage to the parkland shall be reported to Kansas City Parks Department by WORNALL/MAJORS HOUSE MUSEUMS.
33. **Parking:** There are 44 spaces available on the concrete/gravel parking lot. Additional parking may take place on the grass as designated by WORNALL/MAJORS. If additional parking is needed, Licensee's guests and/or vendors are allowed to park across 83rd Street in the parking lot of the Eugene Brown Realty Building after 5pm.
34. **Museum Tours:** The Alexander Majors House is not available for your event unless specific arrangements are made (see Item 15 above.) The Majors House will be open for tours to the general public Thursday-Sunday from 1 PM to 4 PM. A few parking spaces directly in front of the House will be reserved for public tour parking. Docents, staff, and paid visitors will have use and access to the office, gift shop, and restrooms located in the south east corner of the Barn during these times. The Licensee understands that there may be tours being held in the museum during these hours.

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35. **Outside & Inside Furniture:** Any outdoor furniture on the Majors property and grounds including but not limited to picnic tables and benches may be rearranged and moved around during the event. Outdoor furniture is forbidden inside the Barn. Indoor furniture may be used outside. However, all outside furniture rearranged and moved for and during the event must be returned to its original location and approved by the Barn Attendant or other WORNALL/MAJORS staff. Folding chairs and folding tables are available. There are no linens or dishes available. All folding chairs must be returned inside and stacked neatly against the North wall of the Barn. Folding tables shall be placed under the stairs to the loft. No furniture may block any exits at any time and may not be left in the Wagon Room or loft. **If you rented furniture and moved the provided tables and chairs, you are responsible for replacing the provided tables and chairs in the specified locations above. Failure to comply with these rules will result in a forfeiture of the deposit.**

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36. **Decorations:** All decorations must be removed from the Barn by the end of the rental period. All staples, nails, tape, etc. used to secure decorations must be removed and properly disposed of by the end of the rental period. Any exceptional décor requests (i.e. drapery in rafters) must be confirmed in writing and approved by WORNALL/MAJORS sixty (60) days prior to the event.
 - a. **Confetti:** Throwing or using rice, confetti, or glitter anywhere on the WORNALL/MAJORS property is **STRICTLY PROHIBITED**. Bubbles and bird seed are permitted **OUTSIDE** the Barn only. Synthetic flower petals are permitted **INSIDE** the Barn only; authentic flower petals may be used both inside and outside.
 - b. **Candles:** See item 22 above; open flames are **PROHIBITED** on WORNALL/MAJORS property.

37. **Conduct of Event:** Any Licensee seeking use of the Alexander Majors Barn for an event will assume full responsibility for the conduct of all persons attending the event. The Licensee will be responsible for any damage done to the premises by the Licensee's guest or independent contractors. All Licensees will be required to conduct the event in an orderly manner and in full compliance with all applicable laws, codes, rules, and regulations. Each event includes at least one WORNALL/MAJORS representative at all times who is authorized to call the police if he/she determines any conduct is in violation of this Agreement or is unsafe or unlawful. In such event, the Director may immediately terminate the event without refund.
38. **Weather and Disasters:** WORNALL/MAJORS has no provisions for acts of God such as storms, tornados, or earthquakes. The Licensee is responsible for checking forecasts and providing their own back up plans. Additionally, there are no refunds for inclement weather or unforeseen disasters.

VENDOR POLICIES AND PROCEDURES

1. Any desired equipment, fixtures, or related items must be contracted for and furnished by the Licensee. **ALL DELIVERIES MUST BE COORDINATED WITHIN THE TIME FRAME OF YOUR RENTAL.** If equipment is left without prior approval, Licensee will be responsible for all additional fees incurred.
 - a. If a vendor is unable to collect their property during the rental period, a specific appointment must be arranged with the rental coordinator to ensure that all vendor property is removed from WORNALL/MAJORS premises in a timely fashion. **Vendor pick-up appointments must be confirmed in writing at least sixty (60) days prior to the event.**
2. **If the Licensee chooses to hire an event planner and/or day-of coordinator/contact, Licensee is responsible for communicating all policies and procedures in this Agreement with those individuals.** WORNALL/MAJORS staff is not responsible for communicating the details of policies outlined in this Agreement to any individual other than the Licensee. WORNALL/MAJORS staff does not hold regular office hours at the Majors site Mondays through Wednesdays.
3. Personnel for setting up, taking down, and storage of rental equipment shall be provided by the Licensee or contracted for through the caterer. **UNDER NO CIRCUMSTANCES SHALL VENDORS BE ALLOWED ACCESS TO THE PROPERTY BEFORE THE START OF THE RENTAL PERIOD.**
4. If an outdoor tent is desired, the Licensee OR their preferred vendor is required to contact the Missouri One Call System (MOCS) BEFORE beginning setup. **If the vendor is unable to set up and take down the tent within the agreed upon rental period, specific arrangements must be made in writing at least sixty (60) days prior to the event. Such arrangements are dependent upon availability and may incur additional fees for the Licensee.**
5. No items may be hung from the rafters of the Barn without prior written approval by WORNALL/MAJORS. If approval is granted, installation must be done by a contractor, who is licensed, insured, and bonded, scheduled and paid for by the Licensee and approved by WORNALL/MAJORS. The Licensee must furnish WORNALL/MAJORS proof of the contractor's insurance and bond/license certification sixty (60) days prior to the event.
6. Any caterer of the Licensee's choice may be contracted. The Licensee must assume the responsibility of instructing the caterer to provisions of the rental (personnel, food, drinks, linens, furniture, etc...). **ALL DELIVERIES AND PICK-UP MUST BE COORDINATED WITHIN THE RENTAL PERIOD SPECIFIED IN THIS AGREEMENT.**
7. Neither the Licensee nor any contracted vendors, caterers, or other event personnel shall have access to the Barn before the designated starting time specified in this Agreement. **EXTRA TIME USED BY ANY OF THE LICENSEE'S CONTRACTED VENDORS WILL BE BILLED TO THE LICENSEE.**

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VENDOR INFORMATION

The name of the rental company as well as delivery and pick-up times must be supplied sixty (60) days before the event, and you are required to complete all of the information below, as follows:

Name of Company _____

Phone number: _____

Delivery Time: _____ Pick-Up Time: _____

The catering service for food and beverage must be supplied by the Licensee. The name of the caterer and their arrival and departure time are required and must be supplied sixty (60) days before event, as follows:

Caterer: _____

Phone Number: _____

Arrival Time: _____ Departure Time: _____

Alcohol is allowed to be served, NOT sold. Will you be having alcohol at your event? _____

If alcohol will be served the following information is required sixty (60) days prior to the event:

Name of Bartender/Bartending Service: _____

Phone: _____

Arrival Time: _____ Departure Time: _____

If you are using a bartender not employed by a bartending service, you must supply a copy (photograph or digital scan) of his/her BAR CARD to WORNALL/MAJORS at least sixty (60) days in advance.

*Musicians, other entertainment acts, and equipment, such as speakers, are to be contracted for and furnished separately by the Licensee. Their following information is required sixty (60) days before event.

Names: _____

Address: _____ Phone: _____

Arrival Time: _____ Departure Time: _____

I _____ (LICENSEE SIGNATURE) do hereby agree that my event will conform and adhere to the all policies governing use and in this Agreement for special limited use of the Alexander Majors Barn and Wagon Room, and certain designed outdoor space adjacent thereto. All previous agreed upon rules and regulations must be followed and adhered to, as stated in this Agreement.

THE WORNALL/MAJORS HOUSE MUSEUMS
6115 Wornall Road and 8201 State Line Road, Kansas City, Missouri

BY: Lena White, Rental Coordinator

WORNALL/MAJORS HOUSE MUSEUMS

Date: **DATE**, 2019

BY: _____, **LICENCSEE** (print name)

Phone: _____

Email: _____

Mailing Address: _____

Return of Deposit Information: WORNALL/MAJORS will return the deposit only to the Licensee of this Agreement at the mailing address listed above. Deposit refund checks will be issued within 4-6 weeks of the event.

ADDENDUM A: Standard Fees

<p>Barn Rental (including Bridal Suite, Wagon Room, and Grounds, plus use of WORNALL/MAJORS folding tables and chairs):</p>	<p>Saturday: \$1,900, 10-hour standard rental period Friday & Sunday: \$1,200, 10-hour standard rental period Monday-Thursday: \$80 per hour, 6 hour minimum rental period</p> <p>(Special Rate for non-profit organizations: \$50 per hour, Monday-Thursday ONLY; \$80 per hour Friday-Sunday.)</p> <p><i>Use of the Barn/Grounds on Friday, Saturday, or Sunday for additional time beyond the 10-hour standard rental period may be reserved at the rate of \$80 per hour, per the policies set forth in this Agreement.</i></p>
<p>Security (required for events where alcohol is served):</p>	<p>+\$130/3-hour minimum for the last 3 hours of the event (REQUIRED)</p> <p>+\$40 for each additional hour and/or for events where alcohol is NOT served</p>
<p>In-House Photography of the Alexander Majors House Museum:</p>	<p>+100 per hour (with client's photographer)</p>
<p>Open-House Tours of the Alexander Majors House Museum:</p>	<p>+\$50 minimum honorarium; cost will depend on timeframe, duration of tours & number of guests desired</p>

**WORNALL/MAJORS HOUSE MUSEUMS AUTHORIZATION FOR USE OF
PRINT, VIDEO AND OTHER IMAGES (optional)**

I hereby authorize Wornall/Majors House Museums to use any video footage and/or photographs of me and/or my event on the premises of the Wornall/Majors House Museums taken as a result of the rental for my event.

I acknowledge that said footage and/or photographs may be used in a variety of ways, including but not limited to television, print formats, online reports and other publicity materials.

My participation is voluntary and will not result in compensation of any kind either at the time of my participation or at any point thereafter.

Signature

Print Name

Date