



**Event Details:**

Set Up Date: \_\_\_\_\_ Set Up Time: \_\_\_\_\_  
Event Date: \_\_\_\_\_ Event Time: \_\_\_\_\_  
Clean Up Date: \_\_\_\_\_ Clean Up Time: \_\_\_\_\_

Lease Amount: \_\_\_\_\_ Approved by: \_\_\_\_\_

Event Description: \_\_\_\_\_

**Rental Procedures and Building Regulations**

Contract Date:

The Lessee \_\_\_\_\_ herein agrees to the conditions below:

Section 1.

The Marketing Manager, hereinafter called "Director," shall have full responsibility for the operation of the Riordan Clinic meeting facilities, herein after called the "Clinic", and shall act for and on behalf of the Clinic and be authorized to delegate any person within the Clinic facilities to act in her/his stead.

Whenever the words "prior to written approval" are used, application should be made to the Director.

The charges for the use of the Clinic facilities shall be determined by the usage period which is defined as: Morning, 8 a.m. to 12 noon; Afternoon, 1 p.m. to 5 p.m.; Evening 5 p.m. to 11:30 p.m. and Weekends 8 a.m. to 5 p.m. or 5 p.m. to 11:30 p.m. Contact the Marketing Manager for questions. 316.927.4709.

Section 2.

Minimum Charge. The minimum charge shall include normal heat, building light, air conditioning and electricity at floor and wall receptacles.

Special Services. The Lessee has the responsibility to arrange and pay for operations of audio/visual equipment, special security, catering, decorations, booth equipment, extra telephone service, permits, licenses, signs, extra electrical wiring and such other services incidental to the events which are in addition to regular services.

Food and Beverage. The Clinic has an open catering policy. Caterers are responsible for all preparations before the event, clearing tables and clean up after the meal is served. Food and beverages will be allowed only in designated areas. Please see section see Section 8 regarding alcohol at event.

Decorative Privilege. Any decorations must be pre-approved by the clinic prior to the Lessee's event. Rice, bird seed or confetti may not be thrown or used at the clinic.

Entertainment. The Riordan Clinic reserves the right to approve all entertainment to be used on the property.

Parking. Parking is allowed in any of the designated parking areas to the west and north of the leased Facility. No parking will be allowed in the Circle Drive in front of the Marge Page Dome (entry dome) during business hours, with the exception of two (2) parking spaces reserved for the handicapped. The gates will be closed and locked at the end of the agreed upon lease time. Any vehicles left in the parking lot after that time will not be able to be retrieved until 8am of the next business day.

Section 3.

**LEASE AGREEMENT**

All leases shall be in writing on forms furnished by the Clinic and executed for the Clinic by the Director and the required fees shall be paid. No verbal agreement shall be binding on either party.

A lessee, by entering into said agreement, shall thereby waive any claim against and shall indemnify, save and hold harmless the Clinic or its representatives against claims of any and all kind and all persons for injury to persons or damage to property occasioned by or in connection with the use of the premises by the Lessee.

The Lessee may be required to furnish in writing ten (10) days before occupancy, any information to determine facilities, arrangements and any special services and equipment necessary to the staging and proper management of any event scheduled. In case of an exhibit presentation, drawings shall be furnished as to the exact location of all booths and equipment, and must have prior written approval.

In no instance will the judgment of the Director be replaced by the Lessee or any outside agency.

#### Section 4. PAYMENT OF FEES

All fees are due and payable in advance of the use of the Clinic. To ensure reservation, a non-refundable twenty five percent (25%) deposit of the fee shall be paid and the agreement executed upon arrangements for the space usage. The balance of the fee shall be required, plus fees, for use of any special equipment and services, to be paid no later than fourteen (14) days in advance of the use of the Clinic, or upon receipt of an invoice.

If the Lessee makes written surrender of any such reservation more than fifteen (15) days prior to date of lessee's event, the lessee forfeits the twenty five percent (25%) deposit. If the Lessee makes written surrender of any such reservation fourteen (14) days or less, prior to the date reserved, or if compliance with the lease is deemed by the Clinic impossible due to what is commonly understood as an "act of God" or when a curfew is proclaimed by the City or when the Clinic otherwise deems it necessary to protect life and property, then fifty percent (50%) of all monies paid, which will be the total lease amount, shall be forfeited by the lessee.

If the date reserved is contested by another lessor, to ensure reservation, the Lessee must deposit the full rental charge as would apply to the contracted use of the building and forfeit the cancellation clause stated above for the contested time only.

The form of payment will be determined by the Director.

#### Section 5. TERMINATION OF LEASE DUE TO CASUALTY

In case of fire, casualty, civil disturbances or other unforeseen disturbance which renders impossible the fulfillment of a lease by the Clinic, said lease shall be immediately terminated; and in such case, rental shall be paid only for the time the premises are actually used. The Lessee shall waive any claim for damages in the event of such termination.

#### Section 6. DAMAGE TO BUILDING AND CONTENTS AND FORFEITURE DEPOSITS

Damages to the premises shall be at the expense of the Lessee. No decorations or other materials shall be attached to any part of the building so as to damage the building. Users may be required to deposit a cash forfeit to reimburse the Clinic for any damage to the building, furniture, fixtures, equipment, plantings, landscaping, decorations, or rental incurred. This deposit will be refundable within ten (10) days after rental if no damage is found to have occurred to any of the above.

#### Section 7. PROPERTY

The Clinic, its officials, agents or employees shall not be liable for any loss, damage or injury to properties of any kind that are shipped or otherwise delivered to or stored in or on the Clinic premises. Properties shall not be received until Lessee has made prior arrangements for receiving, handling and storage of such materials.

#### Section 8. ALCOHOLIC BEVERAGES

The use of alcoholic beverages at the Clinic will be allowed only when used in conformation with all state laws and city ordinances. All alcoholic beverages must be served by a licensed/bonded bartending service with an off-site license. Licensed bar service must be able to provide a current copy of license and certificate of insurance, valid through the date of the entire event. No self service allowed. Riordan Clinic is not responsible for guests that consume alcohol in excess while on property and after the event has ended. Lessee shall be responsible and

ensure that inebriated guests are not served additional alcohol. Lessee, its service providers, guests and invitees shall not give, furnish or purchase alcohol, either directly or indirectly, to or for any person under the legal age for consumption of alcohol. Prior written approval is required.

Section 9. SMOKING

There will be no smoking allowed anywhere or at any time within the Clinic buildings. SMOKING IS PERMITTED OUTSIDE ONLY. Lessee must designate a specific area and that area must be cleaned, including removing all cigarette butts, prior to the end of the scheduled event.

Section 10. OBSERVATION OF DOORS, LOBBIES, CORRIDORS AND SIDEWALKS.

No portions of the sidewalks, entries, passageways, doors, aisles, elevators, vestibules, windows, ventilators, or lighting fixtures or ways of access to the public utilities shall be obstructed, or caused to be used for any purpose other than ingress or egress.

Section 11. SIGNS, ADVERTISING

Lessee shall not post or permit to be posted any sign upon the premises or anything that will tend to deface the Clinic property. Signs may only be posted on surfaces approved by the Director. All signs, advertisements, show cards and posters must relate to the meeting, association, society or exhibition specified in the lease agreement. No advertising may be used which either states or implies the Clinic is sponsoring or co-sponsoring the event, unless there is prior approval in writing by the Clinic. Violation of this advertising requirement will be considered a revocation of the lease agreement and will result in termination of this contract, and the Lessee will be liable to the Clinic for any damages the Clinic sustains from misleading advertising.

Section 12. NUMBER OF PERSONS

Persons will not be admitted to the Clinic meeting rooms in excess of the capacity regardless of whether or not such persons have a valid pass. The consequences of an over-issuance of passes are and shall remain with the Lessee and any additional costs or expenses will be paid by the Lessee.

Section 13. SUBLEASES

No Lessee shall assign any lease on the Clinic, or any portion thereof, or any rights under said lease, without prior written approval.

Section 14. OBJECTIONABLE PERFORMANCES OR PERSONS

Any use of the Clinic which is contrary to sound public policy shall be denied and any lease previously consummated may be revoked for such cause. Any person whose conduct is objectionable, disorderly or disruptive to the Clinic use shall be refused entrance or shall be ejected from the premises, and the Lessee shall hold the Clinic harmless from any such claim for such actions. A further, but not exclusive, definition of "objectionable" shall mean the producing, presenting, directing or participating in an obscene performance.

Section 15. REMOVAL OF EQUIPMENT

All decorations and equipment brought by lessee or vendors hired by lessee must be removed immediately upon termination of an event. The Clinic reserves the right to remove all equipment and effects of any Lessee immediately after the expiration of the lease, at the expense of the Lessee, or in the alternative, to charge rental thereon after the expiration of said lease. Such charges shall be in lieu of the equipment and effects of the Lessee. Lessee shall place all trash in trash bags provided by the Clinic and bags should be placed inside by main doors of event space, to be removed by on site staff.

Section 16. LOST ARTICLES

The Clinic shall have the right to collect and have the custody of articles left upon the Clinic premises and to provide for the disposition thereof. The Clinic shall assume no responsibility for losses suffered by the Lessee, his/her agents or employees who are occasioned by theft or disappearance of equipment, articles or other personal property.



Section 17. OBSERVANCE OF LAW

All Lessees of the Clinic meeting facilities shall comply with all the laws of the United States and the state of Kansas and with all ordinances of the city of Wichita, including any Clinic Rules and Regulations adopted by the Board of the Clinic, that apply to the use of the Clinic and its premises. Violations by the Lessee may result in the cancellation of the lease and discontinuance of the Clinic use until satisfactory compliance is assured.

Section 18. INDEMNIFICATION

Lessee shall indemnify, defend, and hold harmless the Clinic from and against any claims, damages, costs, and expenses, including attorneys' fees and legal costs resulted from (a) any failure by the lessee and/or its service providers, guests, and attendees failure to comply with any provision of this lease; and (b) any personal injuries and property damage caused by the lessee, and/or the lessee's.

Section 19. MISCELLANEOUS

This lease represents the entire agreement and understanding between the parties hereto supersedes all prior agreements and understandings regarding the rental of the Clinic's facilities.

This Lease may only be amended or a provision waived by a written instrument signed by an authorized party of the Clinic and Lessee.

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Name of Firm/Organization/Association/Other

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Riordan Clinic, Inc.